

October 7, 2011

VIA HAND DELIVERY & ELECTRONIC MAIL

Luly E. Massaro, Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

**RE: Docket 4283 - 2011 Gas Charge Recovery Filing
Responses to Division Data Requests (Set 2)**

Dear Ms. Massaro:

Enclosed please find ten (10) copies of National Grid's¹ responses to the Division's Second Set of Data Requests issued on September 30, 2011, in the above-captioned proceeding.

Thank you for your attention to this filing. If you have any questions, please do not hesitate to contact me at (401) 784-7667.

Very truly yours,



Thomas R. Teehan

Enclosures

cc: Docket 4283 Service List
Leo Wold, Esq.
Steve Scialabba, Division
Bruce Oliver, Division

¹ The Narragansett Electric Company d/b/a National Grid ("Company").

Division 2-1

Request:

Re: witness Arangio's Attachment EDA-1, page 10 of 18, please provide full documentation of the derivation of the dollar amounts by month on the line labeled "Reconciliation Adjustment for Fixed Costs from Prior Year."

Response:

Please see Table 1 on page 10 of 16 of the Testimony of Elizabeth D. Arangio for the derivation of the dollar amounts by month of the line labeled "Reconciliation Adjustment for Fixed Costs from Prior Year" from Attachment EDA-4, page 10 of 18.

Prepared by or under the supervision of: Elizabeth D. Arangio

Division 2-2

Request:

Re: witness Nestor's Attachment NG-JFN-1, page 2, line 13, please provide an explanation for the introduction of the "Reconciliation Amount from Fixed costs – Marketers" adjustment which has not been reflected in past GCR filings.

Response:

On September 27, 2011, the Company submitted supplemental direct testimony of Mr. Nestor indicating that due to a delay in the implementation of new customer and Marketer billing systems, the Company requested the Commission to approve the GCR rates proposed in Attachment NG-JFN-1 (5) *et al*, and as such no longer is relying on Attachment NG-JFN-1 *et al* in support of its proposed rates. Notwithstanding this modification, the Company responds as follows:

Please see the Direct Testimony of Ms. Arangio at 9 and the Direct Testimony of Mr. Nestor at 11.

Prepared by or under the supervision of: John F. Nestor, III and Elizabeth D. Arangio

Division 2-3

Request:

Re: witness Nestor's Attachment NG-JFN-1, page 2, lines 11 and 12, the references offered refer to "pg 10" and "pg 8" but there are no pages 8 and 10 in Attachment NG-JFN-1, please verify that:

- a. The amount shown on line 11 of Attachment NG-JFN-1, page 2, is intended to reflect the summation of costs for Supply Fixed Working Capital Requirements and Storage Fixed Working Capital Requirements on page 10 of Attachment NG-JFN-1 (5);
- b. The shown on line 12 of Attachment NG-JFN-1, page 2, is intended to reflect the summation of the October 31, 2011 Supply Fixed Ending Balance and October 31, 2011 Storage Fixed Ending Balance on page 8 of Attachment NG-JFN-1 (5).

Response:

On September 27, 2011, the Company submitted supplemental direct testimony of Mr. Nestor indicating that due to a delay in the implementation of new customer and Marketer billing systems, the Company requested the Commission to approve the GCR rates proposed in Attachment NG-JFN-1 (5) *et al*, and as such no longer is relying on Attachment NG-JFN-1 *et al* in support of its proposed rates. Notwithstanding this modification, the Company responds as follows:

- a. Yes. The reference is to page 10 of Attachment NG-JFN-1 (5).
- b. Yes. The reference is to the October 31, 2011 the sum of the Supply Fixed and Storage Fixed ending balances.

Prepared by or under the supervision of: John F. Nestor, III

Division 2-4

Request:

Re: witness Nestor's Attachment NG-JFN-1 (5), page 2, please explain and provide documentation of the derivation of the dollar amounts shown in the Column headed "Small C&I" on lines 9 through 13.

Response:

The dollar amounts in lines 9 through 13 in the Column headed "Small C&I" are not part of any calculation on Attachment NG-JFN-1 (5), page 2. Rather they were used for comparison purposes for what was provided in Attachment NG-JFN-1, page 2 (the total of \$5,755,957 can also be found on line 14) and should have been deleted.

Prepared by or under the supervision of: John F. Nestor, III

Division 2-5

Request:

Re: Attachment NG-JFN-5, page 1, please document and explain the derivation of the unlabeled 187,529 figure shown on line 12.

Response:

On September 27, 2011, the Company submitted supplemental direct testimony of Mr. Nestor indicating that due to a delay in the implementation of new customer and Marketer billing systems, the Company requested the Commission to approve the GCR rates proposed in Attachment NG-JFN-1 (5) *et al*, and as such no longer is relying on Attachment NG-JFN-1 *et al* in support of its proposed rates. Notwithstanding this modification, the Company responds as follows:

The 187,529 represents the sum of 145,000 on line 7 and the 42,529 on line 11 of the Attachment.

Prepared by or under the supervision of: John F. Nestor, III

Division 2-6

Request:

Re: page 6 of witness Nestor's Direct Testimony, please identify the rate classification(s) under which the "third-party operator" is receiving gas service from National Grid and provide the monthly service volumes delivered to each account for the referenced third-party operator for each month since that operator took over the operation of the Company's two NGV stations.

Response:

Please see Attachment DIV 2-6 which is a copy of the Company's filing in Docket No. 4271. The specific information requested is found on Attachment 4. The third-party, Clean Energy, is currently operating the two stations in Rhode Island for National Grid at tariff rates and if the tariff advice in Docket No. 4271 is approved then Clean Energy will be reclassified at the appropriate rate class based upon usage at that time.

Prepared by or under the supervision of: John F. Nestor, III



Thomas R. Teehan
Senior Counsel -

August 3, 2011

VIA HAND DELIVERY & ELECTRONIC MAIL

Luly E. Massaro, Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

**RE: The Narragansett Electric Company, d/b/a National Grid
Tariff Advice Filing to Amend R.I.P.U.C. NG-GAS No. 101
To (Modify/Eliminate) Natural Gas Vehicle Service (Rate 70).**

Dear Ms. Massaro:

National Grid¹ is submitting this tariff advice to eliminate Natural Gas Vehicle ("NGV") Service Rate 70, which applies to the sale of compressed natural gas at Company-owned fueling stations. The Company is requesting an effective date of September 9, 2011, for the proposed tariff changes. The elimination of the NGV Service Rate is proposed in order to reflect the fact that the Company no longer operates the two NGV fueling stations in Rhode Island. Pursuant to Commission Rule 1.9(c), enclosed please find ten (10) copies of the applicable tariff pages marked to identify the changes from the tariff currently in effect. In addition to the tariff and supporting explanatory information, the Company is enclosing a draft notice for publication in the *The Providence Journal* to notify the public of the filing.

The NGV Service Rate 70 has been in place since 1991 when the Commission approved a NGV pilot program in Docket No. 1971. That tariff provision sets rates for the sale of compressed natural gas at "company-owned" NGV fueling stations. Those rates were intended to subsidize the development of the then-nascent market for NGVs. Over the years, the Company has operated two NGV fueling stations in Rhode Island located in Providence and Cumberland, where it has dispensed compressed natural gas for use in NGVs. During that time, the market for alternative-fuel vehicles has developed and now NGV fueling stations compete with gas and diesel-fuel stations. Eventually, the Company decided to exit the business of operating NGV fueling stations, and it identified and contracted with a third-party vendor, Clean Energy, to operate the NGV fueling stations in its jurisdictions, including its two Rhode Island fueling stations. Although the Company contracted with Clean Energy to operate its NGV fueling stations, it still retains ownership of those sites, which has created confusion over whether the existing NGV service rates continue to apply to sales at these fueling stations that the Company no longer operates. Since the

¹ The Narragansett Electric Company d/b/a National Grid hereinafter referred to as "National Grid" or the "Company."

Luly E. Massaro, Commission Clerk
Tariff Advice Filing – Amend R.I.P.U.C. NG-GAS No. 101
August 3, 2011
Page 2 of 3

sale of compressed natural gas to fuel NGVs is now part of a competitive market and since the Company's two NGV fueling stations are now operated by Clean Energy, this filing seeks to reflect these developments by eliminating the current tariff provisions that were established to subsidize pricing for compressed natural gas sold at "company-owned" fueling stations, allowing for the use of market-based rates at those stations.

In order to secure a company to operate its NGV fueling stations, on March 5, 2010 National Grid's entered into a Compressed Natural Gas Vehicle Station Management Services Agreement ("Agreement") with Clean Energy to upgrade, maintain, and operate thirteen (13) NGV refueling stations located in New York, Massachusetts, and Rhode Island. A copy of this Agreement is provided as Attachment 1. Under this Agreement, Clean Energy is responsible for the maintenance and operation of two NGV fueling stations in Rhode Island: 642 Allens Avenue in Providence, RI and 1595 Mendon Road in Cumberland, RI. (See Attachment 1, Exhibit 1) The transfer of operational responsibilities to Clean Energy involves the entire NGV fuel sales process including pricing, billing, remittance processing, and collections.

In May 2010, National Grid notified its then existing NGV customers that Clean Energy would assume management of the NGV fueling stations, that there would be upgrades to the station facilities and compressed natural gas customer interface equipment, and that they would be transitioned from their existing National Grid fuel card to Clean Energy fuel cards and billing system. In addition, Clean Energy would upgrade its billing systems to provide customers the ability to use other credit cards. A copy of that letter is provided as Attachment 2. Later, on June 4, 2010, NGV customers received a letter from National Grid informing them that the transition had been completed. A copy of that letter is provided as Attachment 3.

In July 2010, after Clean Energy had begun operation of the two NGV filling stations in Rhode Island, a question arose as to the appropriate retail rate for Clean Energy to charge NGV customers. Under the Agreement, Clean Energy pays for and retains ownership of all equipment upgrades at the premises, and owns station equipment. (Attachment 1, Article 2.2.5) Additionally, Clean Energy commits to paying for a series of upgrades to the NGV fueling stations and for increased marketing expenses, (Agreement, Article 2) in order to be competitive against traditional gasoline service stations. However, since under the Agreement the Company was only providing Clean Energy a license to use its premises, it was unclear whether the parties were bound by the current National Grid tariff rate that is set forth in RIPUC NG-GAS No. 101, Section 7, Schedule a, Sheet 1, which provides that a specific rate be available for compressed natural gas dispensed at "*Company-owned* fueling stations for the purpose of fueling natural gas vehicles." (Emphasis added) After discussions concerning possible re-negotiation of the Agreement, National Grid and Clean Energy concluded that a tariff amendment should be filed to clarify the tariff requirements for NGV service.

For National Grid, the underlying purpose of the Agreement with Clean Energy was to remove the Company from the NGV retail marketplace. The Company no longer desires to operate or pay for continued upgrades to NGV equipment and facilities. In order to avoid having to address possible regulatory issues of a sale of land, the Agreement with Clean Energy has National Grid in the position of a lessor (Agreement, Article 3 and 4.2), and it provides Clean Energy with a

Luly E. Massaro, Commission Clerk
Tariff Advice Filing – Amend R.I.P.U.C. NG-GAS No. 101
August 3, 2011
Page 3 of 3

license to use the premises subject to conditions. When it began operating the two Rhode Island fueling stations in May 2010, Clean Energy charged market-based pricing at these two fueling stations, which pricing was designed to compete with gasoline stations on a market-competitive basis. As indicated above, the NGV retail rate for National Grid had been established to encourage the development of the use of compressed natural gas by NGVs. The rate was intentionally not market-based. This proposed tariff amendment would clarify that the Natural Gas Vehicle (“NGV”) Service Rate 70 no longer applies and that Clean Energy would be allowed to utilize market-based pricing at the two stations in Rhode Island.

In order to resolve the uncertainties regarding the application of the NGV tariff provisions to the fueling stations in question, in March 2011, the Company and Clean Energy agreed to have Clean Energy charge the National Grid tariff rate until such time as tariff revisions were approved by the Commission. As part of this arrangement, Clean Energy agreed that for the period it operated the NGV stations in Rhode Island at a market rate, May 2010 to March 2011, it would reimburse customers for any NGV charges in excess of the National Grid tariff rates. Clean Energy’s volumes and a calculation comparing the charges to third-party customers using the market-based rates as compared to the tariff rates is included as Attachment 4. As shown on Attachment 4, it is estimated that for the period May 2010 to March 2011, 32 third-party customers were charged a total of \$3,523.31 more than what would have been charged under the tariffed rates. Clean Energy has agreed that it will reimburse these customers on a transaction basis, based upon Clean Energy’s billing records.

As noted above, customers have received notice of the transition of the NGV fueling stations for operation by Clean Energy, and to date the National Grid is not aware of any complaints from NGV customers. In fact, NGV customers appear to approve of the fact that Clean Energy has provided a higher level of service and payment options.

In conclusion, in order to reflect the development of the alternative-fuel vehicle market and to clarify that Clean Energy can charge market-based rates at the two Rhode Island filling stations it now operates, the Company is submitting for approval the enclosed revisions to the NGV Service Rate 70 in order to eliminate the current tariff rates for sales at “company-owned” NGV filling stations.

If you have any questions regarding this filing, please feel free to contact me at (401) 784-7667.

Very truly yours,



Thomas R. Teehan

Enclosures

cc: Steve Scialabba
Leo Wold, Esq.

Tariff Advice Fling
Amend R.I.P.U.C. NG-GAS No. 101
August 3, 2011
Marked Tariff

**Tariff page marked
to identify the changes from the tariff
currently in effect**

The Narragansett Electric Company
d/b/a National Grid
RIPUC NG-GAS No. 101

Section 7
Miscellaneous Services
Schedule A, Sheet 1
Fifth Revision

NATURAL GAS VEHICLE SERVICE
RATE 70

Deleted: 1.0 NATURAL GAS VEHICLE SERVICE

¶
1.1 AVAILABILITY: This rate is available for compressed natural gas dispensed at Company-owned fueling stations for the purpose of fueling natural gas vehicles.¶

¶
No other use of gas will be included in this rate for billing purposes.¶

¶
1.2 RATES: Customer Charge: \$5.00 per month¶

¶
Energy Charge:¶
Distribution Charge: \$0.1958 per Therm¶

¶
Commodity Charge: \$0.7436 per Therm¶

¶
1.3 MINIMUM RATE: Customer Charge¶

¶
1.4 GENERAL RULES AND REGULATIONS: The Company's General Rules and Regulations in Section 1 of RIPUC NG-GAS No. 101, as in effect from time-to-time and where not inconsistent with any specific provisions hereof, are a part of this Schedule.¶

¶
1.5 RHODE ISLAND GROSS EARNINGS TAX: The application of the above rates are subject to the Rhode Island Gross Earnings Tax provisions in Section 1, ¶
Schedule D.¶

¶
1.6 GAS ENERGY EFFICIENCY: The application of the above rate is subject to Gas Energy Efficiency provisions in Section 1, Schedule C.¶

¶

Deleted: September 1, 2009

Deleted: 3

Deleted: November 1

Deleted: 0

CLEAN ENERGY AND NATIONAL GRID
COMPRESSED NATURAL GAS VEHICLE
FUELING STATION MANAGEMENT SERVICES AGREEMENT

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CLEAN ENERGY AND NATIONAL GRID
COMPRESSED NATURAL GAS VEHICLE
FUELING STATION MANAGEMENT SERVICES AGREEMENT

This Agreement ("Agreement") is made and entered into as of March 3, 2010 by and between National Grid Corporate Services LLC, a New York limited liability company ("NATIONAL GRID"), with an address of 175 East Old Country Road, Hicksville, New York 11801 and CLEAN ENERGY, a California corporation ("CE"), with an address of 3020 Old Ranch Parkway, Suite 400, Seal Beach, California 90740. NATIONAL GRID and CE are sometimes referred to in this Agreement individually as a "Party" or jointly as "Parties."

In consideration of the mutual promises, covenants and agreements herein contained, the sufficiency of which is hereby agreed to by the Parties, the Parties hereto agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT AND DEFINITIONS

This Agreement sets forth the terms and conditions pursuant to which NATIONAL GRID authorizes CE to operate and maintain compressed natural gas fueling stations owned by NATIONAL GRID or its affiliates on property owned or leased by NATIONAL GRID located at the addresses listed in Exhibit I for use by NATIONAL GRID and other authorized Third Party Users (as defined below).

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

"Agreement" means this document and any and all exhibits referred to herein and attached hereto.

"Capital Upgrade Cost" means the complete cost to upgrade a Station, including, but not limited, to engineering and design, permitting, materials, equipment, labor, startup and testing, and all associated costs to obtain permitted use from local authority.

"CE" means Clean Energy 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.

“Emergency” means any event which causes a Station to be rendered inoperative to the extent that fuel cannot be dispensed sufficient to fuel a vehicle, and /or conditions which result in an unsafe environment.

“Gasoline Gallon Equivalent” means 124,800 BTU/gallon. Also referred to as a GGE.

“JFK Premises” means that portion of real property leased by NATIONAL GRID upon which the Station at JFK Airport, Jamaica, New York is located.

“LIPA” means Long Island Power Authority d/b/a LIPA.

“NATIONAL GRID” means National Grid, acting by and through its employees, officers and authorized agents.

“Premises” means that portion of the real property owned or leased by NATIONAL GRID upon which a Station will be operated and maintained as more fully described in Exhibit I.

“Stations” means the facilities for refueling CNG Vehicles operated and maintained by CE on the Premises as more fully described in Exhibit I and including any Capital Upgrades, as defined in Section 2.2.1, made to the Stations by CE on NATIONAL GRID’s behalf or any new station(s) constructed on property owned or leased by NATIONAL GRID and added to Exhibit I by agreement of the Parties. The new station may be owned by either CE or NATIONAL GRID, as mutually agreed.

“Therm” means 100,000 British Thermal Units.

“Third Party Users” means CNG vehicles owned and/or operated by entities other than NATIONAL GRID or LIPA. Vehicles operated by NATIONAL GRID for and on behalf of LIPA are excluded from the definition of Third Party Users.

ARTICLE 2

CE RESPONSIBILITIES

2.1. Operations and Maintenance. CE shall be responsible for operating and maintaining all the Stations on the Premises in accordance with manufacturer’s recommendations and the Scope of Work attached as Exhibit III and made a part hereof which Scope of Work includes a description of the maintenance work, and the preventative maintenance. CE shall be responsible for obtaining, at its sole cost, all permits relating to the operation and maintenance of the Stations.

For major operations and maintenance overhauls, CE shall provide the designated NATIONAL GRID engineering staff with a proposal for review and comment. CE shall not perform any major operations and maintenance overhauls without first having obtained approval from NATIONAL GRID which approval shall not be unreasonably withheld. The Parties shall cooperate in the scheduling and conduct of any major operations and maintenance overhauls.

2.1.1 Maintenance. CE shall maintain all Stations in Exhibit I in accordance with the following NATIONAL GRID requirements:

A. Routine Maintenance. CE shall provide scheduled, routine maintenance service for the term of this Agreement and shall repair, or replace any defective or otherwise non-functioning parts or equipment related to the Stations at its expense in accordance with the Scope of Work ("SOW") attached hereto as Exhibit III. CE shall also perform other necessary maintenance or repairs, including Emergency repairs, at its expense, in order to keep the Stations operating. However, any maintenance or repair costs to the extent incurred due to damage, abuse or neglect by NATIONAL GRID or its agents, employees, contractors or subcontractors during the Term of the Agreement shall be billed to NATIONAL GRID at CE's then existing rates.

B. Scheduling. CE and NATIONAL GRID shall mutually agree on the scheduling of any maintenance services that will require a Station to be out of operation for more than four (4) hours.

C. Service Calls. CE shall be available to provide Emergency repair service on a 24-hour, 7-day per week basis, and will provide an emergency contact telephone number to NATIONAL GRID. In the event of an emergency at a Station, CE shall use commercially reasonable efforts to respond on-site within two (2) hours of any declared emergency and safely remediate the emergency condition following notification by NATIONAL GRID, and will restore the operation of the Station as soon as is commercially reasonable. If a temporary remediation is made, CE will make the remediation permanent as soon as is commercially reasonably possible.

D. CNG Station Backup. In the event of an Emergency or Scheduled outage, CE may utilize, at their expense, equipment available from NATIONAL GRID in order to keep the Station operational. NATIONAL GRID shall not charge for the use of this equipment.

2.2 Station Upgrades. CE shall submit a Conceptual Plan to NATIONAL GRID which shall include proposals for the upgrade of Stations and a schedule for such upgrades, provided however the Conceptual Plan shall not include any detailed engineering or design plans for such proposed Station upgrades ("Conceptual Plan"). Each proposal for a Station upgrade in the Conceptual Plan shall include a description of the type of and the capacity of the equipment to be installed and a budgetary estimate. Upon NATIONAL GRID's approval

of the Conceptual Plan, CE shall provide NATIONAL GRID with manufacturer and model numbers and detailed pricing information regarding the equipment to be installed. The Conceptual Plan shall be submitted to National Grid within thirty (30) days of the Effective Date, and shall include at least four (4) Station upgrades, provided, however nothing herein shall obligate CE to affect a specific number of Station upgrades. The Parties shall meet and prioritize the schedule for the completion of the Station upgrades.

2.2.1 CE shall be responsible for designing and constructing upgrades for the Stations (the "Capital Upgrades"), and shall be responsible for obtaining, at its sole cost, all permits relating to the design, construction, operation and maintenance of the Stations.

2.2.2 No Capital Upgrade will be undertaken by CE without the prior written approval of NATIONAL GRID in each instance.

2.2.3 All construction plans for Capital Upgrades to the Stations shall be reviewed prior to permitting by designated NATIONAL GRID engineering staff for comments and approval, which approval shall not be unreasonably withheld.

2.2.4 Capital Upgrades Completed with New York State Alternative Fuel Refueling Property Tax Credit. A tax credit equal to 50% of the Capital Upgrade cost exists in New York State through December 31, 2010, or a later date if extended ("Tax Credit"). To the extent that a Tax Credit is available to NATIONAL GRID for Capital Upgrades undertaken by CE under this Agreement, CE shall support NATIONAL GRID's efforts to obtain such Tax Credit. For Capital Upgrades for which a Tax Credit may be available, CE shall invoice NATIONAL GRID for the full cost of the Capital Upgrade and NATIONAL GRID shall pay CE for the full cost of the Capital Upgrade. Within sixty days of NATIONAL GRID's payment of the full cost of the Capital Upgrade to CE, CE shall pay NATIONAL GRID an additional licensing fee equal to fifty percent of the Capital Upgrade cost paid by NATIONAL GRID ("Station Licensing Fee"). NATIONAL GRID shall own all equipment and civil improvements associated with Capital Upgrades for which a Tax Credit is available.

2.2.5 Capital Upgrades Completed without Tax Credit. CE shall pay for all Capital Upgrade costs, and shall own all such equipment or civil improvements associated with such Capital Upgrades, that are not eligible for the New York State Alternative Fuel Refueling Property Tax Credit.

2.3 Wright Express. Separate and apart from any Capital Upgrades undertaken pursuant to this Agreement, CE shall ensure that all Stations are capable of accepting Wright Express within six months of the execution of this Agreement. Within thirty (30) days of the Parties' execution of this Agreement, CE and National Grid shall develop an implementation plan to meet this requirement and other transition matters as set forth in section 2.9. In the event that NATIONAL GRID's special billing requirement requires Wright Express to

customize, modify or specifically tailor standard Wright Express process or system, NATIONAL GRID shall bear the costs associated therewith.

2.4 New Station Development. NATIONAL GRID and CE may consider entering into contracts for the construction, operation and/or maintenance of additional stations, on property that NATIONAL GRID owns or leases, and/or for the supply of various types of fuel, including, but not limited to CNG, blended hydrogen and CNG, hydrogen, liquefied natural gas and bio-methane to the Stations or additional stations on property that NATIONAL GRID owns or leases.

2.5 CNG Service to NATIONAL GRID. NATIONAL GRID will continue to dispense and use its own CNG for National Grid and LIPA vehicles and CE shall bill NATIONAL GRID at the compression rate described in Exhibit II.

2.5.1 Gas and Electric Utility service at Stations. CE shall pay for the electricity and/or natural gas costs of operating the compression equipment at all Stations. CE shall provide NATIONAL GRID with transactional data for each Station which identifies the CNG used by NATIONAL GRID and LIPA vehicles on a monthly basis. CE shall pay each invoice for natural gas supplied to the Stations submitted by NATIONAL GRID within 30 days following receipt of the invoice by CE. Each invoice will reflect the net usage, exclusive of CNG used by NATIONAL GRID and LIPA vehicles. Regular gas meters, at Stations where needed, and Mass Flow Time Fill Metering equipment at 8424 Ditmas Avenue, Brooklyn, NY station (Canarsie Station), are to be installed at CE's expense. CE shall timely pay each invoice submitted by LIPA or such other electric utility, as applicable. If electric metering does not presently exist at a Station, electric meters will be installed at CE's expense. If it is not practical to do so, then an allocation of electricity use methodology will be developed and agreed to by both parties.

2.6 Training. CE shall administer and provide the NATIONAL GRID CNG Driver Awareness Training Program as referred to in Exhibit IV to educate NATIONAL GRID's personnel and Third Party Users as to the procedures for the safe and efficient use of the Station(s), including, without limitation, procedures relating to safe vehicle fueling, troubleshooting and appropriate emergency procedures, provided however CE shall have at least thirty (30) days after the Effective Date, before it shall be required to administer any such training. CE shall comply with and perform in accordance with the training schedule NATIONAL GRID currently has established. Training will be conducted twice monthly at NATIONAL GRID's Hicksville facility and twice monthly at NATIONAL GRID'S Greenpoint facility, at a minimum, or as reasonably requested by NATIONAL GRID or other Third Party Users. CE shall perform and document fuel and safety training requirements of local fire authorities, including but not limited to New York City Fire Department requirements and provide participants with a fuel training certificate. NATIONAL GRID shall provide all of its training materials to CE for training purposes.

2.7 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.

2.8 Safety, Health, Environmental and Security ("SHES") Requirements and Other NATIONAL GRID Requirements. CE shall comply with all NATIONAL GRID requirements set forth and embedded in Exhibit V including but not limited to quality assurance and safety requirements, background check and security requirements and supplier diversity and MWBE requirements.

2.9 Implementation and Transition Plan. CE shall work cooperatively with NATIONAL GRID and any current provider of operation and maintenance services at any of the Stations to transition the operation and maintenance of such Stations to CE under this Agreement. CE and NATIONAL GRID shall cooperate in the development of an implementation plan to effect the transition of the operation and maintenance of the Stations and related matters, including the transition of NATIONAL GRID customers to CE pursuant to the terms of this Agreement.

2.10 CE's Costs. Except as otherwise specifically provided in this Article 2, Article 3 and in Exhibit II, or as may be separately agreed to by NATIONAL GRID and CE, CE shall not charge NATIONAL GRID for any costs incurred in providing the services described in this Article or in Article 6 of this Agreement. CE shall be responsible for the ad valorem or possessory interest taxes related to the equipment or site improvements owned by CE at the Station(s).

ARTICLE 3 NATIONAL GRID'S RESPONSIBILITIES

3.1 Payment of Capital Upgrade Cost. NATIONAL GRID shall pay CE for the installation of the Capital Upgrades in accordance with Article 2. NATIONAL GRID shall be responsible for filing and claiming any federal or state tax credits that are available with respect to the Capital Upgrades.

3.2 Maintenance of Premises. NATIONAL GRID shall maintain the Premises and the real property in the vicinity of the Stations in a clean, safe, and commercially reasonable condition suitable for CNG vehicle access and use, including the ingress to, and egress from, the Stations. NATIONAL GRID shall be responsible for payment of utility service charges for water, waste disposal, refuse collection and maintenance of the Premises, exclusive of those utility service charges referenced in Section 2.5.1.

3.3 Protection of CE Property. NATIONAL GRID shall use commercially reasonable efforts to provide storage for CE's property at the Stations including spare parts for the Stations, provided, however, that NATIONAL GRID shall have no obligation to insure the same or

to indemnify CE for loss or damage thereof, except as expressly provided in the indemnification provision provided below.

3.4 Refueling Vehicles. NATIONAL GRID employees shall refuel NATIONAL GRID's and LIPA's CNG Vehicles. CE will provide appropriate training for employees, including, but not limited to, scheduling attendance at all appropriate training sessions provided by CE, in accordance with Article 2.6 above.

3.5 Provision of Training Location. NATIONAL GRID shall provide CE with reasonable facilities to conduct training for NATIONAL GRID and Third Party Users of the Stations. CE shall provide reasonable notice to NATIONAL GRID regarding CE's need for such facilities.

3.6 Compliance with Law. In performing its obligations under this Agreement, NATIONAL GRID 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.

3.7 NATIONAL GRID Payment for CE Services. NATIONAL GRID shall pay each invoice submitted by CE for Capital Upgrades, pursuant to Article 2, within thirty (30) days following receipt of the invoice by NATIONAL GRID or as otherwise agreed by the Parties. For CNG provided by CE to NATIONAL GRID and LIPA vehicles, NATIONAL GRID and LIPA's transactions shall be made using Wright Express fleet fueling cards. In addition to the Compression Fee indicated in Exhibit II, NATIONAL GRID and LIPA shall be responsible for and pay for any additional fees or charges related to their respective Wright Express transactions. NATIONAL GRID and LIPA shall be responsible for monitoring and paying their Wright Express billings to ensure they are being billed in accordance with this Agreement. In no event shall CE be financially responsible for Wright Express transaction fees in connection with NATIONAL GRID or LIPA's use of Wright Express. In the event that CE incurs any such costs, NATIONAL GRID shall reimburse CE.

3.8 NATIONAL GRID's Costs. Except as specified in this Article 3, or as may be separately agreed to in writing by NATIONAL GRID and CE, NATIONAL GRID shall not charge CE for the materials or labor utilized in providing the services provided in this Article 3. NATIONAL GRID shall be responsible for all taxes (including, without limitation, any real property taxes and assessments) relating to the Premises, as well as any and all maintenance and repair costs, as contemplated in this Article.

ARTICLE 4 LICENSE TO USE PREMISES

4.1 Permitted Use. To enable CE to fulfill its obligations set forth herein, NATIONAL GRID hereby licenses and permits CE to use the Premises for certain agreed to permitted activities as set forth in this Agreement. NATIONAL GRID grants the right of ingress to

and egress from the Premises to CE, CE's employees, agents, servants, customers, vendors, suppliers, patrons and invitees for the purposes contemplated hereby in accordance with the terms and conditions of this Agreement. NATIONAL GRID 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. NATIONAL GRID is, and shall remain during the Term of this Agreement, the owner or lessee of the Premises, and shall not allow any lien or encumbrance affecting CE's performance hereunder. NATIONAL GRID shall be the owner of the Stations, and its parts and equipment including the Capital Upgrades, except as provided in Section 2.2.5. CE shall not have the right to grant a lien or encumbrance against its right, title and interest in the Stations or its equipment, encumbrances of any kind on the Premises, and shall promptly discharge, at its expense, any and all mechanic's, laborer's or materialman's liens, encumbrances or charges against the Premises or the Stations related to its performance under this Agreement. The foregoing notwithstanding, NATIONAL GRID shall have the right to sell, lease or otherwise transfer the Premises during the Term, provided, however that in the event that NATIONAL GRID sells, leases or otherwise transfers the Premises during the Term, CE shall have the right to terminate this Agreement and NATIONAL GRID shall reimburse CE for any and all reasonable costs related to the construction and/or removal of the Capital Upgrades paid or committed to by CE prior to the date of termination.

4.3 Pre-Existing Conditions. At CE's request, NATIONAL GRID shall make available to CE all reports and any documentation of environmental studies previously conducted on the Premises. Additionally, CE shall have the right to require that environmental testing be conducted at any Premises, prior to CE's commencement of any construction at such Premises. In the event that CE requires environmental testing to be conducted at any Premises, NATIONAL GRID shall either (i) conduct the environmental testing at its sole cost and supply CE with all reports and documentation detailing the results of such testing, which reports and documentation must be reasonably satisfactory to CE or (ii) provide CE with written consent to proceed with the environmental testing of the Premises. If it is determined, through the environmental testing or otherwise, that underground hazards or soil contaminants exist at any Premises that either (a) require removal, replacement, and disposal of soils or materials, (b) require remediation, or (c) deem the site unsuitable for a Station's construction, NATIONAL GRID shall be financially and legally responsible for such remediation, removal, replacement, and disposal. If NATIONAL GRID does not commence, within thirty (30) days after discovery of any such pre-existing underground hazard or soil contaminant affecting a Station, and thereafter to diligently prosecute to completion the correction of such condition, CE may, without further obligation or penalty, terminate this Agreement with respect to the affected Station by written notice to NATIONAL GRID. In the event of any termination under this Section 4.3, NATIONAL GRID shall reimburse CE for the cost of any environmental testing conducted by CE in connection with the affected Station, which cost shall not exceed \$50,000 for each Premises.

4.4 Landlord Consent. With CE's reasonable cooperation, NATIONAL GRID shall use its best efforts to obtain written consent from the owner of the JFK Premises acknowledging this Agreement and consenting to the construction of the Capital Upgrades of the Station at the JFK Premises by CE and the use of the JFK Premises as a CNG fueling facility by NATIONAL GRID and CE, as described herein. In the event that the owner of the JFK Premises fails to consent or attempts for any reason to withdraw consent to the use of the JFK Premises by NATIONAL GRID and CE, as described herein, CE may, without further obligation or penalty, terminate this Agreement, only with respect to the JFK Premises, for cause by written notice to NATIONAL GRID. In the event of such termination by CE, NATIONAL GRID shall reimburse CE for any and all reasonable costs related to the construction and/or removal of the Station at the JFK Premises paid or committed to by CE prior to the owner of the JFK Premises withdrawing such consent, except to the extent such withdrawal of consent is due to CE's material breach of this Agreement or CE's negligence or willful misconduct.

ARTICLE 5 TERM AND TERMINATION

5.1 Term. The initial term of this Agreement shall commence on the date of this Agreement (the "Effective Date") and end on the fifth (5th) anniversary of the date CNG is first purchased from CE at a Station ("Commencement Date"). CE shall notify NATIONAL GRID of the Commencement Date in writing. This Agreement shall automatically renew under the same terms and conditions for two (2) consecutive five (5) year terms, provided that CE is in compliance with the metrics, as described in Exhibit VI, unless CE or NATIONAL GRID gives notice of cancellation to the other Party at least six (6) months prior to such renewal date. Each renewal term is subject to NATIONAL GRID's sanctioning committee review and approval, which review and decision-making process shall be complete at least seven (7) months prior to any renewal date. The initial term and any renewal terms are referred to herein as the "Term."

5.2 Material Breach. Notwithstanding the above, upon a material breach of this Agreement, either Party shall have the right to terminate this Agreement, for cause, upon thirty (30) days written notice and opportunity to cure to the other Party, provided, however, that where it is not commercially reasonable to fully effect a cure to the other Party 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 for cause where it commences implementation of the cure within such thirty (30) day period and thereafter proceeds diligently to cure the breach.

5.3 Sale, Abandonment or Removal of Capital Upgrades Completed in Accordance with Section 2.2.5. Unless otherwise agreed to by the Parties in writing, upon termination or expiration of this Agreement, CE shall either (i) sell the Capital Upgrades to NATIONAL GRID for the straight line depreciated book value based on a 15-year useful life of the Capital Upgrades; (ii) remove the Capital Upgrades at CE's sole expense (including any and all merchandise, equipment, furnishings, fixtures, machinery and tools relating to the Capital Upgrades), from the Premises, which shall be restored in all material respects to their condition as of the date of

this Agreement, excluding the removal of any underground piping which may be left in place by CE; or (iii) abandon the same in place by quitclaiming all of its right, title and interest therein to NATIONAL GRID.

ARTICLE 6

CE's AND THIRD PARTIES' USE OF PUBLIC DISPENSER

6.1 Use of Station by Non-NATIONAL GRID and LIPA Vehicles. During the Term, CE will use commercially reasonable efforts to market the Station to Third Party Users and sell CNG to the Third Party Users at a price determined by CE ("Retail Rate"). For the duration of this Agreement, CE shall be solely responsible for natural gas procurement from NATIONAL GRID's gas utility affiliate, compression of the gas for vehicle use, and sale of the CNG to Third Party Users for use in CNG Vehicles. CE shall on a monthly basis notify NATIONAL GRID of the Retail Rate(s). For New Third Party Users, CE shall on a monthly basis provide NATIONAL GRID with information on such New Third Party Users, including their expected annual usage of CNG. The expected annual usage information will be provided in an agreed to format either on an as station basis or a NATIONAL GRID service territory basis.

6.1.1 Marketing Plan. CE shall develop and maintain a marketing plan to expand the use of the Stations by Third Party Users. CE shall provide National Grid with this marketing plan within thirty (30) days of the Effective Date. Thereafter, the marketing plan shall be reviewed and discussed quarterly with NATIONAL GRID.

6.1.2 Operation of Station(s) for CE and Third Parties. CE shall be responsible for the issuance and maintenance of the fuel cards to be used by CE and Third Parties, and the billing, remittance and collections process for all CE and Third Party users of the Stations(s).

6.2 Royalty. CE shall pay NATIONAL GRID a royalty fee per Gasoline Gallon Equivalent of CNG sold to Third Party Users at the Stations' Public Dispenser(s). The fee will be \$0.075 per GGE for the first cumulative 30,000 GGE per month and \$0.03 per GGE for cumulative volume exceeding 30,000 GGE per month. Royalty payments relating to this Article shall be made by CE on a monthly basis within thirty (30) days following the end of each calendar month along with a report substantiating payment. For cumulative volumes exceeding 30,000 GGE per month, for which CE has received the benefit of VETC, as defined below, the fee will be \$0.06 per GGE.

ARTICLE 7

CNG USED BY NATIONAL GRID

7.1 Compression Fee to CE. NATIONAL GRID shall pay CE a compression fee for the CNG fuel dispensed into NATIONAL GRID and/or LIPA vehicles as provided in Exhibit II.

7.2 Use of Station by NATIONAL GRID/LIPA Vehicles. NATIONAL GRID/LIPA vehicles shall have a priority for fueling prior to CE and Third Party User vehicles. NATIONAL GRID and CE shall cooperate to determine limited access fueling times for Third Party Users on fifteen (15) calendar days prior written notice, if it becomes necessary. If the circumstances do not allow appropriate notification, CE shall use commercially reasonable efforts to notify Third Party Users and implement limited fueling access times.

ARTICLE 8 EXCISE, SALES AND USE TAXES

8.1 CE is currently required to, or may be required in the future to, collect and remit certain federal, state and local taxes, including fuel use taxes, on CNG sold at the Station to Third Party Users, subject to certain exemptions. NATIONAL GRID and LIPA shall be responsible for remitting all such applicable excise, sales and use taxes related to the use of CNG under this Agreement for LIPA and NATIONAL GRID vehicles.

8.2 Volumetric Excise Tax Credit. Subject to the availability of Volumetric Excise Tax Credit ("VETC"), CE shall receive the benefit of VETC for CNG sold to Third Party Users and NATIONAL GRID shall claim the VETC benefit with respect to NATIONAL GRID's and LIPA's CNG fuel consumption. NATIONAL GRID understands and acknowledges that the legislation authorizing VETC expired on December 31, 2009 and that no VETC revenue will be realized without renewal of the legislation.

ARTICLE 9 INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1 Except to the extent that liabilities arise from the negligence or willful misconduct of NATIONAL GRID or its parent and affiliate companies and their employees, agents, contractors or subcontractors, CE agrees to indemnify, defend and protect NATIONAL GRID, its parent and affiliate companies and their officers, directors, agents and employees from and against and hold NATIONAL GRID, its parent and affiliate companies and their officers, directors, 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 related in any way to the construction, use, operation or maintenance of the Station by CE.

9.2 Except to the extent that liabilities arise from CE's or its employees, agents, contractors or subcontractors' negligence or willful misconduct, NATIONAL GRID agrees to indemnify, defend and protect CE and its officers, directors, agents and employees from and against and hold CE and its officers, directors, 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 related in any way to the use of the Station by NATIONAL GRID, the negligence or willful misconduct of NATIONAL GRID or its employees or agents, or pre-existing contamination of the Premises.

9.3 Indemnification Procedure. In the event any action is commenced or claim is made or threatened against an indemnified party, hereunder ("Indemnatee") as to which the other party ("Indemnitor") is obligated to indemnify Indemnatee or hold it harmless, Indemnatee shall promptly notify Indemnitor of such event and Indemnitor shall assume the defense of, and may settle, that part of any such claim or action commenced or made against Indemnatee which relates to Indemnitor's indemnification and Indemnitor may take such other steps as may be necessary to protect itself. Indemnitor shall not be liable to Indemnatee on account of any settlement of any such claim or litigation affected without Indemnitor's consent. The right of Indemnitor to assume the defense of any action shall be limited to that part of the action commenced against Indemnatee which relates to Indemnitor's obligation of indemnification and holding harmless.

9.4 Neither Party shall have any liability to the other Party for special, consequential or incidental damages.

9.5 Dispute Resolution Procedures. In the event a dispute arises between the Parties related to this Agreement, the following process shall be followed:

(a) Each Party will designate a senior executive ("Designated Representative") to represent it in connection with any dispute that may arise between the Parties (a "Party Dispute"). The designations shall be as described elsewhere herein. Subsequent changes in a Party's Designated Representative shall be in writing and communicated in the same manner.

(b) In the event that a Party Dispute should arise, the Designated Representatives will meet, with their attorneys, if they so agree, within five (5) business days after written request by any Party to any other Party (the "Dispute Notice") in an effort to resolve the Party Dispute.

(c) If the Designated Representatives are unable to resolve the Party Dispute within twenty (20) business days following their first meeting, the Party Dispute will be submitted to non-binding mediation in New York, New York before a mediator made available to the Parties through JAMS.

(d) In the event that the mediation process fails to result in a resolution of the Party Dispute within forty-five (45) days following receipt of the Dispute Notice, the Parties may take any action they may deem necessary to protect their interests subject to the requirements of Section 12.9.

9.6 Force Majeure. In the event that CE is prevented from performing its duties and obligations pursuant to this Agreement by circumstances beyond its control, including, without limitation, fires, floods, labor disputes, equipment failure, the interruption of utility services, the

cessation of providing necessary products or services to CE by any supplier to CE, war, acts of terrorism, or Acts of God (hereinafter referred to as "Force Majeure"), then CE shall be excused from performance hereunder during the period of such disability ("Force Majeure Period"). If CE claims Force Majeure, CE shall notify NATIONAL GRID within 24 hours after it learns of the existence of a Force Majeure condition, and will also provide NATIONAL GRID with an estimate, if one can be reasonably made, of the anticipated Force Majeure Period. CE will also notify NATIONAL GRID within 24 hours after the Force Majeure condition has terminated. CE shall agree to use commercially reasonable efforts to correct whatever events or circumstance cause the Force Majeure event.

ARTICLE 10 INSURANCE

NATIONAL GRID and CE shall each procure at their respective expense, and maintain in full force and effect during the term of this Agreement, including any renewals, with insurance carriers rated at least A- in Best's Insurance Report and admitted to do business in the state where the Station is located, the following primary insurance in at least the minimum amounts specified, with the other respective Party named in the commercial general liability policy (or excess liability or umbrella liability policy, if applicable) and the automotive liability policy as an additional insured and including a transfer of rights or waiver of subrogation endorsement. 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. NATIONAL GRID and CE shall each provide the other with a reasonably satisfactory contractual liability indemnity endorsement relating to the Station and the potential liabilities relating thereto. NATIONAL GRID shall have the right to self insure some or all of the requirements set forth herein. CE shall ensure that all subcontractors are in compliance with these insurance requirements throughout the Term of the Agreement.

(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 \$5,000,000. Excess liability or umbrella liability coverage may be used to evidence or provide limits in addition to primary limits of no less than \$1 million on the commercial general liability policy.

(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) 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.

(d) Professional Liability, coverage 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.

NATIONAL GRID 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 400
Seal Beach, CA 90740
Attn: Ms. Barbara Johnson
Fax: (562) 493-4532

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

National Grid
Risk Management Department
One MetroTech Center
Brooklyn, NY 11001
Attn: Timothy Kiernan, Director
Fax: (718) 403-6423

ARTICLE 11 DESIGNATED REPRESENTATIVES AND NOTICES

11.1 Representatives. Each Party hereby designates the following as its representative (and its "Designated Representative" for dispute resolution purposes) for the administration of this Agreement:

CE: James N. Harger
3020 Old Ranch Parkway
Suite 400
Seal Beach, CA 90740
Telephone: (562) 493-2804
Fax: (562) 493-4532

NATIONAL GRID: Ross W. Turrini
175 E. Old Country Road
Hicksville, NY 11801
Telephone: 516.545.5591
Fax: 516.545.3693

11.2 Notices. Except for NATIONAL GRID's request for service calls, which may be made by telephone, notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal delivery, facsimile, e-mail or by overnight delivery carrier and shall be deemed to be delivered up receipt. The addresses set forth below shall be the addresses used for notice purposes unless written notice of a change of address is given:

CE: Clean Energy
3020 Old Ranch Parkway
Suite 400
Seal Beach, CA 90740
Attn: Mr. James N. Harger
Fax: (562) 493-4532

NATIONAL GRID: Ross W. Turrini
175 E. Old Country Road
Hicksville, NY 11801
Telephone: 516.545.5591
Fax: 516.545.3693

With a copy to: Ron Gulmi
At: 1650 Islip Avenue
Brentwood, New York 11717
Telephone: 631-348-6016

ARTICLE 12 MISCELLANEOUS

12.1 Assignment. Neither Party shall have the right to assign its rights or obligations hereunder without obtaining the prior written consent of the other Party (which consent shall not be

unreasonably withheld, delayed or conditioned), and any attempted assignment without such prior written consent shall be void; provided that such consent shall not be necessary in the context of an acquisition of either party by asset sale, merger, change in control or operation of law. 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, an entity under common control with the Party, or a wholly-owned subsidiary of the Party without the consent of the other.

12.2 Audits. From the date hereof, upon five (5) business days' written notice from NATIONAL GRID, CE shall provide NATIONAL GRID with reasonable access to CE's books, records, vouchers, memoranda, papers or documents at CE's offices relating to this Agreement. CE shall preserve all such records for a period of two (2) years after final payment under this Agreement, during which period NATIONAL GRID may conduct an audit at its sole expense.

12.3 Nondisclosure. The Parties hereby acknowledges that during the course of their performance under this Agreement, each Party may be furnished with or exposed to information that is proprietary and confidential to the other Party and each shall execute the Mutual Non-Disclosure Agreement, attached hereto as Exhibit VII.

12.4 Subcontractors. CE shall obtain the NATIONAL GRID's written approval for each of its subcontractors prior to the commencement of the work to be performed by such subcontractor.

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

12.6 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.

12.7 Waiver. No waiver by either Party of any one or more defaults by the other Party 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.

12.8 Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be held in any proceeding to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law, but only if, and to the extent, such enforcement would not materially and adversely alter the Parties' essential objectives as expressed herein.

12.9 Governing Law, Forum and Venue. This Agreement shall be subject to and construed in accordance with the laws of the State of New York.

12.10 Counterparts and Facsimile Execution. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any Party hereto delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of the counterpart executed and delivered by facsimile.

12.11 Additional Documents. The Parties agree to execute and to deliver to each other any and all other additional documents and to take any additional steps reasonably necessary to complete, to document and to carry out the business transaction contemplated by this Agreement.

12.12 Negotiated Transaction. The drafting and negotiation of this Agreement has been participated in by all of the Parties. For all purposes, this Agreement shall be deemed to have been drafted jointly by each of the Parties.

12.13 Representation regarding Authority to Sign Agreement. Each of the representatives of the Parties signing this Agreement warrants and represents to the other that he, she or it has the actual authority to sign this Agreement on behalf of the Party for whom he, she or it is purporting to represent.

12.14 Entire Agreement. This Agreement and its exhibits contain the entire agreement between the Parties and it supersedes any prior written or oral agreements between the Parties concerning the subject matter of this Agreement. There are no representations, agreements, or understandings between the Parties relating to the subject matter of this Agreement which are not fully expressed within this Agreement and its exhibits.

12.15 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns, affiliates and personal representatives of the Parties.

12.16 Modification. This Agreement shall not be modified, amended, or changed except in a writing signed by each of the Parties affected by such modification, amendment or change.

12.17 Further Assurances. All of the Parties to this Agreement agree to perform any and all further acts as are reasonably necessary to carry out the provisions of this Agreement.

12.18 Press Releases, Media Announcements and Industry Newsletters. All media relations information and activities relating to this Agreement must include the prior involvement, review and approval of the NATIONAL GRID Media Relations Department.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the Effective Date.

CLEAN ENERGY

By: 

James N. Harger, Senior
Vice President and Chief Marketing
Officer

NATIONAL GRID CORPORATE
SERVICES LLC

By: 

Ross Turrini, Vice President –
Procurement - US

Exhibit I
Premises and Station Locations

Station Locations

- (a) 1650 Islip Avenue, Brentwood, NY
- (b) 8424 Ditmas Avenue, Brooklyn, NY
- (c) 287 Maspeth Avenue, Brooklyn, NY
- (d) 1595 Mendon Road, Cumberland, RI
- (e) 12 Rover Street, Everett, MA
- (f) 455 Mill Road, Hewlett, NY
- (g) 175 East Old Country Road, Hicksville, NY
- (h) JFK Airport, Jamaica, NY [subject to Port Authority approval]
- (i) 642 Allens Avenue, Providence, RI
- (j) 117 Doctor's Path, Riverhead, NY
- (k) 127 Whites Path, South Yarmouth, MA
- (l) 200 Gulf Avenue, Staten Island, NY
- (m) 201 Rivermoor Street, West Roxbury, MA

Exhibit II
CNG Compression Fee for NG

The CNG Compression Fee per GGE shall be:

\$0.65

The compression fee shall be reduced as monthly cumulative volumes exceed the following levels:

Monthly Volume (GGE)	Discount (\$/GGE)
> 30,000, but <50,000	\$0.025
>50,001	\$0.05

Beginning January 1, 2011, and on each January 1 thereafter during the term of this Agreement, including any renewals, the Margin Price per GGE of CNG charged by CE shall be adjusted by the increase in the United States Bureau of Labor Statistics Consumer Price Index All Items, for Northeast Urban Consumers (1982-84=100), from the Effective Date of this Agreement for the first such adjustment, or the date of the last adjustment for each subsequent adjustment, through the date of the current adjustment.

EXHIBIT III
SCOPE OF WORK DESCRIPTION
CNG STATION PREVENTITIVE MAINTENANCE

NATIONAL GRID CNG STATION

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I. INTRODUCTION – FAST-FILL CNG STATION

SCOPE OF SERVICE REQUIRED

- A. Electric-Powered CNG Compressor Skid Package
- B. Gas Dryer
- C. CNG Buffer Storage Cylinders
- D. Dispenser Equipment
- E. Fuel Management System
- F. Fire Detection System
- G. Gas Detection System
- H. Air Compressor System
- I. General – All Gas-Related Equipment
- J. Gas-Powered CNG Compressor Skid Package

II. INTRODUCTION – SLOW FILL STATION

SCOPE OF SERVICES REQUIRED

- A. Gas Compressor
- B. Gas Dryer
- C. CNG Buffer Storage Cylinders
- D. Kraus Dispenser Equipment
- E. Fuel Management System
- F. Ruffneck Room Heater
- G. Gas Detection System
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III. AGREEMENTS, GENERAL TERMS AND CONDITIONS

- A. Service Agreement
- B. General Terms and Conditions

A. ELECTRIC-POWERED CNG COMPRESSOR SKID PACKAGE–“Where Applicable”

GENERAL – WEEKLY

Check compressor oil levels. Add oil if required.

Drain condensate/oil from both insterstage scrubber vessels, final filter and gas recovery vessels (weekly or as necessary).

GENERAL – MONTHLY

Check overall cleanliness, insulation windings, lubrication and bearings, as listed. See manual for G.E. custom mother information.

Lubricate aftercooler bearings.

GENERAL – QUARTERLY

Clean lube oil strainer.

Check aftercooler V-belt tension.

GENERAL – SEMI-ANNUALLY

Clean aftercooler fan blades, inspect blade tips (for cracking), and fan ring (for abnormal wear).

Complete visual inspection. Clean radiator sections for dust and dirt blowout.

GENERAL – ANNUALLY

Check coupling alignment between G.E. Motor and Ariel Compressor. See manual for Type FSH-8 8 bolt double flexing coupling information and procedures.

Change filter in final stage scrubber vessel.

Check aftercooler hubs and tubes for binding.

Check after cooler for vibration and unbalance.

Check after cooler fans and tubes.

GENERAL – EVERY 4000 HOURS OPERATION

Remove access cover plates and make a visual inspection and check internal components (such as cross head assembly, bearings, shafts, piston rods, rings, cylinder assemblies, glands, gaskets, valving, etc.) for wear. Inspection shall at a minimum include the inspection of these items and as recommended by Manufacture.

LUBRICATION SCHEDULE

LUBRICATION

Drain the packing gland oil vent line filter.

Check oil level in compressor crankcase weekly by observing sight glass at rear of compressor. Check 30-gallon reservoir and add (as necessary).

Drain oil reclamation filters (2) (crankcase), as necessary.

LUBRICATION – QUARTERLY

Grease the bearings on the air exchanger 350 RPM belt drive.

Check lubricator flow for proper lubrication to rods and cylinders.

LUBRICATION – SEMI-ANNUALLY

Change oil filter every six months or when differential pressure reading (upstream/downstream) of the filter is over 10psi.

Change compressor oil. Use low ash mineral base oil (SAE 30 weight). Citco, Citgard 500-30.

Grease air exchanger motor bearings.

Grease all pre-lube pump Zurk fittings.

LUBRICATION – ANNUALLY

Grease pre-lube pump motor bearings.

B. GAS DRYER

GENERAL – WEEKLY

The manual drain valve on the pre-filter should be blown down to verify the automatic drain is operating correctly. Failure of the automatic drain is operating correctly. Failure of the automatic drain results in fluids being carried over to the dryer, resulting in dryer failure due to loss of dewpoint.

Check outlet dewpoint temperature reading.

GENERAL – MONTHLY

Check operating conditions, line pressure, inlet flow and operating temperatures. Check for proper operation of all valves, heater and switches.

GENERAL – QUARTERLY

Check pilot air filter for dust accumulation and clean filter element.

Check blower operation.

GENERAL – ANNUALLY

Soap test and/or use a combustible gas indicator (CG) to test the dryer- which includes all joints. Any small leaks in the piping must be repaired to insure proper dewpoint of the effluent.

Replace fabric filter cartridges from pre-filter and after-filter.

GENERAL – AS NECESSARY

Regenerate desiccant beds when gas quality is higher than 70°F dewpointing temperature. As desiccant ages, gas quality will diminish and all desiccant will eventually have to be replaced approximately five (5) years of useful life. Check dewpoint temperature at local control panel.

LUBRICATION

LUBRICATION – QUARTERLY

Check filter operating differential pressures and change elements if they exceed 3 to 4 psig.

GENERAL – ANNUALLY

Change gearbox oil in Roots blower using rust-inhibited non-detergent oils: Mobil DTE or equal. Check drive and bearing grease and use NLGI #2 premium grade high-temperature-resistant grease.

Grease blower shaft bearings. Use NLGI #2 petroleum base grease with high temperature and moisture resistance.

Grease blower and cooler motor bearings.

C. CNG BUFFER STORAGE CYLINDERS

GENERAL – MONTHLY

Check pressure relief valves for leakage and proper operation.

Exercise all hand valves to ensure proper operation and good repair.

D. DISPENSER EQUIPMENT

GENERAL – WEEKLY

The entire nozzle should be cleaned periodically by wiping with a cloth or rag.

GENERAL – MONTHLY

Inspect dispenser gas filter and clean.

Sherex CC 5000 nozzle should be inspected and cleaned of any dirt, grease, or oil from the stainless steel exhaust valve with a clean, lint-free cloth.

GENERAL – QUARTERLY

The nozzle should be checked for leaks while under service pressure.

GENERAL – ANNUALLY

All dispenser hoses will be changed out once a year.

GENERAL – AS NECESSARY

The nozzle should be returned to SHEREX/OPW for replacement of all seals after three years of service (date dependent on last replacement date).

E. FUEL MANAGEMENT SYSTEM

Note: The Fueling System includes the hardware and software systems required to manage the fueling of all fleet of vehicles, account for the fuel consumed, control access to fueling products and report current fuel product inventories. Maintenance Manual presents an overview and an explanation of the system requirements, and will explain the procedures involved in using the system on a day-to-day basis, including maintenance.

F. FIRE DETECTION SYSTEM

GENERAL

The optical window on the Model Detectors should be cleaned using rubbing alcohol monthly, or whenever the windows look dirty, or whenever the Model SS4 detector fails to pass an end-to-end test with a handheld tester, or whenever a detector has been disassembled for wiring or replacement. To prevent static damage to the detector module's electronics, remember to be grounded whenever working with exposed detector modules.

Use a blast of an air hose or an oil-free cloth to clean the enclosure window. Oil degrades the performance of UV detectors. Occasionally, the use of a solvent such as alcohol may be required. **DO NOT USE SILICONE-BASED OR COMMERCIAL WINDOW CLEANING PRODUCTS. THEY WILL DEGRADE THE MODEL DETECTOR PERFORMANCE.**

GENERAL – MONTHLY

The optical windows on the detectors (9 total) should be cleaned using rubbing alcohol.

Each detector shall be tested for proper operation, using a hand-held tester.

G. GAS DETECTION SYSTEM

Note: When servicing the gas detection system, the control module should be put into the bypass mode to prevent accidental actuation of alarms. After work is completed, always check that the module is taken out of bypass mode so that the alarm circuits can function properly.

GENERAL – WEEKLEY

Check and note the Bar graph reading.

Check and not the conditions of all status indicator lights.

Report any alarms immediately for search out flammable hazard.

Reset alarms after clearing hazard.

GENERAL – MONTHLY

Check sensor current.

Check warning and danger level and compare their setting to the date page.

Reset the warning and danger alarms and check to make sure that all of the indicators flash when the reset push-button is fully depressed.

Re-zero bar graph, but make sure the area being monitored is gas-free.

Introduce a known sample of test gas into the sensor. Use control instruments calibration kit or equal.

Record calibration reading or respan by the span adjust. The reading should not differ with previous calibrations by more than 10%.

CALIBRATION INSTRUCTIONS

Check the sensor current.

With the sensor in gas free air and utilizing zero-percent calibration gas, zero the barograph. Hold the H-Hi-Gain switch on and trim the gold zero adjust thumb wheel until only the green 0% indicator is on.

Connect the calibration kit to the sensor. Use 20% and 4-% calibration gas to calibrate both alarm conditions.

Open the cylinder valve and adjust the flow meter so that the flow to the sensor is 0.5 liters per minute (a flow of 1.0 liters per minute is required for duct sensors).

Observe the bar graph reading. the reading should stabilize within one minute of turning on the test gas.

Compare the bar graph reading to the meter reading specified on the data page under "Calibration Data." If the reading differs by more than 10%, then the instrument requires calibration.

if necessary, recalibrates. Trip the span adjustment potentiometer until the bar graph reading agrees with the value specified on the data page.

Remove the calibration kit from the sensor and replace the calibration port plug.

RECALIBRATION INSTRUCTIONS

Perform steps A through E from the Calibration Instructions.

With the test flow gas flow set properly, trim the span adjust potentiometer to obtain the value listed on the data page. This value is equal to the LFL of the test gas in the calibration cylinder or is the equivalent reading for a cross calibration.

Remove the calibration kit from the sensor and replace the calibration port plug. *Caution:* Before returning the unit to service, be positive that the alarm bypass is turned off.

H. AIR COMPRESSOR SYSTEM – Where Applicable

GENERAL – WEEKLY

Check oil levels.

Drain excess moisture from air receiving tanks.

GENERAL – MONTHLY

Clean dust from entire assembly.

GENERAL QUARTERLY

Replace air intake filters.

Check V-belts for proper tension.

Change compressor pump oil and filter.

Check for air leaks, tighten accordingly.

Lubricate electric motor.

Change pre-filter and after-filter cartridges on Hankison
Regenerative Air Dryer.

I. GENERAL – ALL GAS-RELATED EQUIPMENT

WEEKLY

Perform general housekeeping functions on all equipment, including cleaning dirt and dust from all electrical enclosures, blowing down electrical motors, and removing debris from the I & C Building and Compressor Skids. Maintain excellent “like new” appearance of all facilities.

MONTHLY

Check and tighten and loose electrical connections throughout the compressor skid enclosures.

Visually inspect the instruments (manual pressure and temperature gauges) and pilot lights on all related instrumentation panels. Replace as necessary.

MONTHLY

Perform a soapy solution leak (leak-Tek) test for CGI of all flanges, fittings, etc. If not already checked as part of procedures in prior sections. Tighten/repair accordingly.

Perform test procedures of all safety shutdowns (Master Emergency System and Secondary Emergency System).

Check amperage readings on all 480V 3-phase motors.

SEMI-ANNUALLY

Look for evidence of over-heating, corrosion, looseness and pitting on all fuse clips, terminals, relays, connections and conductors. Replace or repair as necessary.

Check the voltage of the backup battery (UPS) for the central PLC, fire alarm and gas detection panels.

ANNUALLY

All bolts and flanges should be checked for proper torque and tightened accordingly.

EVERY TWO YEARS

Remove and perform pressure test on all pressure relief devices at compressor skids and on three NAPTech storage cylinders.

AS NECESSARY

Check and adjust the instantaneous trip motor circuit per General Electric's recommendations and guidance.

J. GAS-POWERED CNG COMPRESSOR SKID PACKAGE

GAS COMPRESSOR

GENRAL WEEKLY

Check compressor oil level.

Manually drain any condensate from separators.

Visually inspect compressor for any oil or gas leaks and be sure all safety guards are in place.

Check oil pressure, hot. Maintain 40 to 45 psig.

Check for any unusual noise or vibrations.

Record all pressure, temperatures, etc. into log book.

GENERAL – EVERY 750 HOURS OR MONTHLY

Check all safety shutdowns are functioning correctly.

Test all safety valves to be certain they are functioning.

Clean cooling surfaces of air-cooled heat exchanger.

Check v-belt tension and alignment.

EVERY 4000 HOURS OR SEMI-ANNUALLY

Change oil and oil filter.

Complete full service on compressor cylinder valves.

Complete full check of compressor cylinder non-metallic piston rings. Replace if required.

GENERAL – EVERY 8000 HOURS OR ANNUALLY

Complete full check on compressor pressure wiper packings. Replace is required.

Complete inspection on frame. Check/clean oil screen.

GAS ENGINE

GENERAL – WEEKLY

Inspect engine for leaks for loose connections.

Check oil level.

Check coolant level.

Check air cleaner service indicator.

Inspect and clean air cleaner pre-cleaner.

Check inlet manifold air pressure and temperature.

Inspect, check and lubricate driven equipment.

Check air starting motor lubricator oil level.

Clean batteries.

Check electrolyte level.

GENERAL – EVERY 375 HOURS

Clean the engine. Wipe down as necessary.

Clean and check magnetic pickups.

Take an oil sample while the oil is warm and well mixed and perform an S.O.S. oil analysis (see Attachment B).

Replace oil and engine oil filters.

Clean crankcase breathers as per Attachment B.

Test cooling system for SCA or obtain Level I Analysis.

Drain water from drip leg to gas pressure.

Replace fuel filter element.

Clean and inspect spark plugs. Replace if necessary.

Check ignition system timing and adjust if necessary.

Inspect the air inlet and exhaust piping/manifolds, elbows and gaskets for cracks or damage. Check for loose clamps.

Check and adjust accessory drive belts for wear. Replace if necessary.

Check engine mounts for deterioration.

Inspect crankshaft vibration damper. Replace if necessary.

Visually check the condition of all gauges, sensors and wiring. Repair or replace and damaged wiring or components immediately.

Inspect, check and clean the turbocharger and check for oil leaks.

Lubricate fan drive bearing through fan drive grease fitting.

Adjust the carburetor linkage and the governor linkage to obtain the dimensions shown at the full fuel position on the carburetor.

Lubricate the grease fittings on the linkage between the carburetor and governor.

Measure/record each valve stem projection above the top deck of the cylinder head.

Check and adjust the valve bridge and valve lash.

GENERAL – EVERY 750 HOURS

Replace auxiliary oil filter elements.

GENERAL – ANNUALLY

Check and adjust magnetic pickups. Clean if necessary.

Inspect alignment with driven equipment.

Visually inspect the water pump for leaks. Check seals.

Inspect the starting motor for proper operation. Check and clean all electrical connections.

Inspect the alternator for loose connections and proper battery charging. Make repairs as necessary.

Check the ignition transformers for loose connection, moisture, short or open circuits. Check the low and high tension wiring resistance using the procedure in the service manual.

GENERAL – EVERY 2 YEARS

Add extender if extended life coolant is being used.

For conventional coolant, drain the coolant, clean the cooling system and replace the coolant.

EXHIBIT IV

2010 CNG AWARENESS TRAINING SCHEDULE **REVISED**

To attend a session you must be enrolled prior to the class date. **Any class size less than 4 students will be canceled by the Monday prior to the scheduled date.**

GREENPOINT			
Class Attendees should arrive ½ hour prior to starting time			
Month	<i>Dates</i>		<u>Times</u>
January	7	28	9-11am
February	11	25	9-11am
March	11	25	9-11am
April	15	29	9-11am
May	13	27	9-11am
June	10	24	9-11am
July	15	29	9-11am
August	12	26	9-11am
September	16	30	9-11am
October	14	28	9-11am
November	10	18	9-11am
December	9	-	9-11am
HICKSVILLE			
Class Attendees should arrive ½ hour prior to starting time			
Month	<i>Dates</i>		<u>Time</u>
January	15	29	9-11 am
February	10	26	9-11 am
March	12	26	9-11 am
April	16	30	9-11 am

May	14	28	9-11 am
June	11	25	9-11 am
July	16	30	9-11 am
August	13	27	9-11 am
September	17	Oct 1	9-11 am
October	15	29	9-11 am
November	12	19	9-11 am
December	10	---	9-11 am

EXHIBIT V

**SAFETY, HEALTH, ENVIRONMENTAL AND SECURITY (“SHES”) AND
OTHER NATIONAL GRID REQUIREMENTS**



EQUAL EMPLOYMENT OPPORTUNITY and SBA BUSINESS SIZE STANDARD

COMPLIANCE CERTIFICATE

Period Covered: January 1, 2010 through December 31, 2010

As used in this certificate the term "contract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a bid or proposal, the term "Seller" shall be deemed to refer to the bidder or offeror.

The Seller shall provide all requested information in this certificate, execute the certificate, and return it to National Grid, retaining a copy of the certificate for Seller's files. This certificate shall be renewed annually. However, the certifications made herein shall remain applicable until completion of all nonexempt contracts awarded while this certificate is in effect.

The undersigned Seller certifies the following to NATIONAL GRID:

A. CERTIFICATION OF NONSEGREGATED FACILITIES: By the submission of this certificate Seller certifies as specified in Title 41 of the Code of Federal Regulations (CFR) 60-1.8, that Seller does not maintain or provide for its employees any segregated facilities at any of its establishments, and that Seller does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Seller certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. Seller further agrees that (except where Seller has obtained identical certifications from proposed subcontractors for specific time periods) Seller will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are nonexempt from the provisions of the Equal Opportunity clause; that Seller will retain such certifications in its files; and that Seller will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods) "NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES". A Certificate of Non-segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity clause. The certifications may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 United States Code 1001.

B. AFFIRMATIVE ACTION COMPLIANCE PROGRAM: Prior to 120 days after receipt of any contract in the amount of \$50,000 or more from Buyer, Seller, if Seller has 50 or more employees and is not otherwise exempt under 41 CFR 60-1, shall have developed for each of its establishments, a written affirmative action compliance program as called for in 41 CFR 60-2 (Revised Order No. 4). Seller will also require its lower-tier subcontractors who have 50 or more employees and receive a subcontract of \$50,000 or more and who are not otherwise exempt under 41 CFR 60-1 to establish written affirmative action compliance programs in accordance with 41 CFR 60-2 (Revised Order No. 4).

C. EQUAL OPPORTUNITY CLAUSE: Unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 (Executive Order 11246), Seller, during the performance of each contract Seller may receive from Buyer, agrees as follows:

1. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Seller will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause to be provided to the Seller upon request to NATIONAL GRID.

2. The Seller will, in all solicitations or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Seller will send to each labor union or representative of workers with which Seller has a collective bargaining agreement or other contract or understanding, a notice, to be provided to the Seller upon request by the Seller to NATIONAL GRID, advising the labor union or workers' representative of the Seller's commitments under Section 202 of Executive Order 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Seller will comply with all provisions of Executive Order 11246 and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Seller will furnish all information and reports required by Executive Order 11246 and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Seller's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Seller will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 so that such provisions will be binding upon each subcontractor or vendor. The Seller will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Seller becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Seller may request the United States to enter into such litigation to protect the interests of the United States.

Note: Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertaking.

D. EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES: Pursuant to 41 CFR 60-741, the equal opportunity clause set forth in Part 60-741.5 of the regulations is considered to be included in every federal contract or subcontract exceeding \$10,000.

Therefore, unless exempt, the Contractor certifies that it will take affirmative action to employ and advance in employment any qualified individual with a disability, defined as "any person who (1) has a physical or mental impairment which substantially limits one or more of such person's major life activities, (2) has a record of such impairment or (3) is regarded as having such an impairment." For purposes of this part, an individual with a disability is "substantially limited" if he or she is (1) unable to perform a major life activity that the average person in the general population can perform; or (2) is significantly restricted as to the condition, manner or duration under which an individual can perform a particular major life activity as compared to the condition, manner, or duration under which the average person in the general population can perform that same major life activity.

The Contractor further certifies that it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 covering the procurement of personal property and non-personal services (including construction).

E. EMPLOYMENT OF VETERANS: 41 CFR 60-250 contains a clause required in every Federal invitation to bid or contract for \$10,000 or more for the procurement of personal property and non-personal services (including construction), and every subcontract entered into in carrying out such contract. The clause, which is included herein by reference (and which should be referred

to in its entirety), requires among other things, that all suitable employment openings of the Contractor which exist at the time of the execution of the contract and those which occur during the performance of the contract, including those not generated by the contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed, but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs and that such reports be provided to such local office regarding employment openings and hires as may be required. The Contractor agrees to and certifies that it is in compliance with the above provision and that it will place it in any subcontract of \$10,000 or more directly under this contract.

F. UTILIZATION OF SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS AND WOMEN-OWNED SMALL BUSINESS CONCERNS: In accordance with 48 CFR 19.7, the parties include in this contract the following understanding and agreement for contracts, agreements or purchase orders exceeding \$100,000:

The Contractor agrees to be bound by the provisions of the utilization of small, small disadvantaged and women-owned small business concerns clause set forth at 48 CFR 52.219-8 incorporated herein by reference. Further, the Contractor certifies that it requires a similar agreement from each of its nonexempt subcontractors, and agrees to report utilization of such firms to the Seller and the appropriate federal monitoring agencies, as directed..

G. FEMALE AND MINORITY PARTICIPATION IN THE CONSTRUCTION INDUSTRY: 41 CFR 60-4 establishes affirmative action requirements for construction Contractors and subcontractors who perform work which is necessary in whole or in part for NATIONAL GRID to meet its obligation to supply utility service to the Federal Government. Only construction contracts in excess of \$10,000 are covered.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" set forth at 41 CFR 60-1 and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth at 41 CFR 60-4.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered areas, are as follows:

FEMALES			MINORITIES		
GOALS AND TIMETABLES			GOALS AND TIMETABLES		
Timetable	Trade	Goals (%)	Timetable	Trade	Goals (%)
Until further notice	All	6.9	Until further notice	All	5.8

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with Executive Order 11246 and the regulations in 41 CFR 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246 and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contractor Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimate starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Nassau and Suffolk Counties.

H. EXEMPTIONS:

I believe I am exempt for 2010 because:

Work for this contract will be done outside the United States by employees not recruited from within the United States.

State or local municipalities or their agencies or instrumentalities or their subdivisions which do not participate in work on or under this contract are exempt.

The Director of the Office of Federal Contract Compliance has waived our compliance requirement upon our request.

No construction-related work is performed under this contract, therefore Section H does not apply.
(Proof of waiver attached.)

PLEASE ATTACH COPY OF CURRENT CERTIFICATION(S).
FAILURE TO INCLUDE CURRENT CERTIFICATION(S) WILL DEEM YOUR
STATUS SELECTION INVALID.

PLEASE NOTE THAT THE INFORMATION THAT YOU SUPPLY WITH REGARD TO CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE

Certified to this day 2 / 26 / 10 by:

Clean Energy

Signature of Authorized Representative
James N. Harger

Name of Authorized Representative (Print or Type)
Senior Vice President & Chief Marketing Officer

Title of Authorized Representative
95-4603747

Tax Identification Number
jharger@cleanenergyfuels.com

Email Address

SELLER SHALL KEEP THIS CERTIFICATE IN ITS FILES

Contractor Information Sheet and Compliance Statement for Employee Background Check Requirements (for National Grid Level 2 Baseline and Supplemental Requirements)

Contractor Name: Clean Energy PO #: _____
Address: 3020 Old Ranch Parkway (to be inserted by National Grid)
Suite 400
Seal Beach, CA 90740

Who would you like National Grid to contact regarding questions on the information provided below?

Name: Hitomi Nishinaka Telephone #: (562) 493-2804
Fax #: (562) 431-8450 E-Mail: hnishinaka@cleanenergyfuels.com

1. Does the Contractor have a formal employee background check program in place?

☐ - No ☒ - Yes, for 5 years

2. If yes, does Contractor perform employee checks internally, or are they performed by outside firms or agencies?

☐ - Internal ☒ - External

3. List the names and contact information of any agencies or firms engaged by Contractor to perform employee background checks.

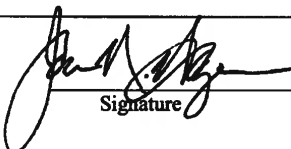
Company Name/Contact	Address	Phone
ADP Screening and Selection Services	301 Remington Street, Fort Collins, CO 80524	800-367-5833
Arroyo Insurance Services (MVR)	3510 Torrance Blvd, Suite 305, Torrance California 90503	
E-Verify system (Work Eligibility)		

4. Contractor certifies by signing and initialing below that it understands National Grid's requirements for Contractor Employee background checks as defined in "National Grid Requirements for Contractor Employee Background Checks (For National Grid Level 2 Baseline & Supplemental Requirements)", and that it is in full compliance with all applicable requirements.

Background Checks (indicate "N/A" beside those that are not applicable)	Initial
Identification Verification and Eligibility to Work in the Country	HN
Criminal History Background Checks	HN
5-Panel Drug Screen	HN
Five-year Residential Address Verification (new hires)	HN
Three-Year Employment History Verification (new hires)	HN
Motor Vehicle Operation	HN
Previously Terminated or Removed Workers	HN
Supplemental Requirements as checked	HN
Sub-Contractor Requirements	HN

James N. Harger

Officer/Principal Name



Signature

February 26, 2010

Date

BIDDER ENVIRONMENTAL INFORMATION REQUEST FORM

Contracted Services – Environmental Procedure No. 6 – Appendix B – Rev. No. 4

DATE: February 26, 2010

BIDDER NAME: Clean Energy

SIC CODE:

ADDRESS: 3020 Old Ranch Parkway, Suite 400, Seal Beach, CA 90740

PHONE #: 603-224-6582

FAX #: 603-224-6583

E-MAIL: bpowers@cleanenergyfuels.com

<u>Officers and Contact Names</u>	<u>Degrees/ Licenses</u>	<u>Years w/ Contractor</u>	<u>Total Years Experience</u>
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Environmental Coordinator

1. Has the Bidder been cited by a Federal or state agency for any pollution or environmental regulation non-compliance activities within the past five (5) years?

Yes ☒ No ☐

If yes, please provide a detailed explanation on a separate sheet.

2. Does the Bidder currently possess its own hazardous waste generator or transporter identification number?

Yes ☐ No ☒

If yes, please list the number, generator status, and in what state it is issued.

3. Is the Bidder currently identified, or has previously been identified within the past five years as a Potentially Responsible Party (PRP) for contamination of a site?

Yes ☒ No ☐

If yes, please provide a detailed explanation on a separate sheet.

Explanation to question 3

One Notice of Violation (NOV) was issued by the South Coast Air Quality Management District on February 24, 2009 for the discharge of odors.

Explanation: Clean Energy stored vessels containing Mercaptan (natural gas odorant) and in the process of relocating the vessels they were inadvertently opened releasing a small amount of odorant. Clean up and mitigation procedures were followed.

The resolution of the matter is still pending.

4. Has the Bidder ever provided the same or similar services under a different company name or names?

Yes x No

If yes, please provide answers to the following questions on a separate sheet:

- a. What were the previous company names? Pickens Fuel Corp and ENRG
- b. Why was the company name changed in each case? Due to acquisitions
- c. Please answer questions No. 1 through 3 above relative to each of the previous company names.

5. Does your company have a written environmental management program/system?

Yes No x

If yes, please attach a copy of the program.

6. Are supervisors and workers trained or otherwise made aware of environmental requirements specific to the particular jobs to which they are assigned?

Yes x No

If yes, please provide details below and attach any pertinent written materials.

 Materials attached.

Waste Oil Management

7. How are environmental requirements enforced by the company at the job site? Please provide details below. Identify in your answer the person(s) with overall responsibility for environmental requirements at the site and confirm whether that individual has the authority to order a cessation of work where infractions occur or are imminent. Attach pertinent written materials or additional sheets, if necessary.

 Materials/sheet attached.

Clean Energy will hire a General Contractor to supervise the job site. The General Contractor will have the responsibility of
the job site's safety and environmental enforcement authority. When an infraction is discovered, the General Contractor
will make the determination and act promptly based on the job site safety and environmental requirements and the
General Contractor will then report to Clean Energy of the incident.

8. Please describe in detail below, attaching pertinent written materials or additional sheets where appropriate, how the company manages hazardous materials used and hazardous waste produced on a project.

Materials/sheet attached.

Field Technicians call Warehouse Manager to set up Safety Kleen for removal, transport and disposal of the Waste Oil.

9. Does the company conduct environmental audits?

Yes ____ No x

If yes, please indicate below how often such audits are conducted.

____ Weekly ____ Bi-weekly ____ Monthly ____ Other (____)

Completed by: Brian Powers and Denis Ding

Date: February 26, 2010

Bidder Safety Information Request

Safety Information

Attach separate pages if necessary to adequately respond

DATE: 2/25/2010				
COMPANY NAME and ADDRESS:		Clean Energy, 3020 Old Ranch Parkway, Suite 400, Seal Beach, CA		
PRIMARY CONTACT and TITLE:		Brian Powers, Vice President, Operations		
PHONE #:	(562) 493-2804	FAX #:	(562) 546-0137	
EMAIL:	bpowers@cleanenergyfuels.com	Website:	www.cleanenergyfuels.com	
NAICS CODE:		NOT APPLICABLE <input type="checkbox"/>		
Safety Record				
1.	Provide your firm's Experience Modification Rate (EMR) for the three most recent years <u>on your insurance company's letterhead</u> .			
2.	Provide copies of your company's OSHA logs for the last full three years.			
3.	Summarize the last full three years of data from your OSHA logs to answer the questions below:			
		Last Year	2 Yrs Ago	3 Yrs Ago
a.	Total number of OSHA Recordable cases	9	3	7
b.	Number of cases that resulted in time off from work (Lost Time Incidents)	9	3	7
c.	Number of fatalities	0	0	0
d.	OSHA recordable case rate	5.8605	2.1782	6.6837
e.	Lost Time Incident Rate	208.3767	26.1395	2.8644
<i>OSHA rates are calculated as follows: (Number of injuries & illnesses/total hours worked by all employees during calendar year) x 200,000</i>				
	Are you exempt from OSHA record keeping requirements? Yes <input type="checkbox"/> If yes, please explain:			
4.	Employee hours worked each of last 3 years (do not include any non-work time, even if paid).			
	Last Year	2 Yrs Ago	3 Yrs Ago	
	307,136	275,445	209,463	

OSHA's Form 300A

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases with "a,"

Employees former employees, and their representatives have the right to review the OSHA Form 300 in their workplace. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Total number of deaths	Total number of cases with days away from work, restriction, or job transfer	Total number of cases with job transfer or restriction	Total number of cases other recordable cases
0	488	0	0
(a)	(b)	(c)	(d)

Total number of days of job transfer or restriction	Total number of days away from work
82	488
(e)	(f)

Total number of...	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) All other illnesses
	7	0	0	0	2

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Washington, DC 20503. Do not send the completed form to this office.



Year 2009

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0178

Establishment Information	
Your establishment name	Chen Energy
Street	3020 Old Ranch Parkway Suite 400
City	San Diego
State	CA
Zip	92140
Industry description (e.g., Manufacture of motor truck trailers)	Build & Maintain Natural Gas Fueling Stations
Standard Industrial Classification (SIC), if known (e.g., SIC 3716)	
Employment Information	
Annual average number of employees	183
Total hours worked by all employees last year	307,138
Sign Here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
Company executive	Signature: <u>[Signature]</u> Date: <u>11/14/10</u>
Phone	562-546-0308

OSHA's Form 300A

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete. Using the Log, count the individual entries you made for each category. Then enter the totals below, making sure you've added the entries from every page of the Log. If you had no cases with "1," Employee former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.36, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Total number of deaths	Total number of cases with days away from work or restriction	Total number of cases with job transfer or other recordable cases	Total number of other recordable cases
0 (a)	38 (f)	0 (i)	0 (j)
Total number of days of job transfer or restriction	Total number of days away from work		
0 (b)	38 (g)		
Total number of...			
(M)			
(1) Injury	3	(4) Poisoning	0
(2) Skin Disorder	0	(5) All other illnesses	0
(3) Respiratory Condition	0		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time to review the instructions, search existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington Headquarters Service, Paperwork Project (0198-0198), U.S. Department of Labor, OSHA Office of Statistics, Room N-364, 200 Constitution Ave., NW, Washington, DC 20545. Do not send this collection of information to the office.

Year 2008
U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OSHA 1904-106 (12-18-07)

Establishment Information	
Your establishment name	Clean Energy
Street	3020 Old Ranch Parkway Suite 400
City	San Ramon
State	CA
Zip	94583
Industry description (e.g., Manufacturer of motor truck trailers)	
Standard Industrial Classification (SIC), if known (e.g., SIC 3719)	
Employment Information	
Annual average number of employees	180
Total hours worked by all employees last year	275448
Sign Name	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, correct, and complete.	
Company executive	Signature
562-493-2804	2/1/09
Phone	Date

OSHA's Form 300A

Summary of Work-Related Injuries and Illnesses

Incident Period 01/01/2007 - 12/31/2007

Total number of deaths 0 (a) Total number of cases with days away from work 3 (b) Total number of cases with job transfer or restriction 4 (c) Total number of other recordable cases 0 (d)

Total number of days of job transfer or 182 (e) Total number of days away from work 1 (f)

Total number of... (g)

(1) Injuries 7 (4) Respiratory conditions 0
(2) Musculoskeletal disorders 0 (5) Poisonings 0
(3) Skin disorders 0 (6) Hearing loss cases 0
(7) All other illnesses 0

Establishment Information
Your Establishment Name Clean Energy
Street 3020 Old Ranch Parkway Suite 200
City Seal Beach State CA Zip 90740
Industry Description (e.g., Manufacture of motor truck trailers)
Operate & Maintain CNG Stations
Standard Industrial Classification (SIC), if known (e.g., SIC 3718)

Employment Information
Annual average number of employees 100
Total hours worked by all employees last year 208463

Sign Here
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Brian Powers
Company executive Assistant VP Operations
Title
Phone 562-493-2804 Date 2-1-2008

5.	List OSHA citations received for the past five years classified as serious, willful, or repeat. Please explain circumstances.
	None
6.	For any incidents that resulted in lost time from work or an OSHA citation, briefly describe the steps taken following the incident to prevent recurrence:
Safety Programs:	
7.	Do you have a written safety program? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, please attach a table of contents for this program.
8.	Do you have written safety procedures / methods of performing work? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, please explain how your company ensures safety.
9.	Does your company have an approved anti-drug and alcohol program which meets the requirements set forth in Federal Department of Transportation regulations 49CFR Part 199? (required for natural gas construction projects) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
10.	Do you hold safety meetings? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, how often (daily, weekly, bi-weekly, monthly)? Monthly
11.	What do you see as the most frequent safety issues that need to be addressed during the performance of your work? Driving
12.	What methods are used to ensure safety compliance? Monthly safety meetings and pay incentives
13.	Are site assessments performed to identify access issues and potential site hazards prior to starting a project? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable <input type="checkbox"/> If No, please explain: Managers perform site assessments
14.	Are material delivery procedures outlined for each site location? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable <input type="checkbox"/> If No, please explain: Large equipment deliveries have procedures, small parts do not

15.	(a) Are safety personnel typically assigned to a project?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable <input type="checkbox"/>
	(b) Is safety the sole responsibility for personnel assigned project safety duties?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/>
	If no for either (a) or (b), please explain:	
	Construction Manager during construction phase, Operations Managers are assigned safety as part of their duties	
Accident Reporting / Prevention		
16.	How are accidents reported, documented and tracked? Please explain:	
	See attached Safety Policy and Procedures CD	
17.	What types of accidents are documented? Are "near misses" reported? Please explain:	
	Yes, see attached Safety Policy and Procedures CD	
18.	Do you have established accident investigation procedures? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
19.	Please describe how your company would investigate a serious injury that would result in hospitalization.	
	See attached Safety Policy and Procedures CD	
20.	If your company does conduct accident investigations, how do you use the results? Please explain:	
	Recommendations are deployed and implemented	
Employee and Subcontractor Qualification Assurance		
21.	Attach resumes or other documents describing the background and qualifications of the management personnel who will work on National Grid Projects. National Grid may request interviews with these managers.	
22.	Specifically describe how you qualify workers. Please supply information concerning the types of skills assessments performed, training programs (see below) and how you ensure that employees demonstrate competencies.	
23.	What are the training requirements for each job classification in your company? (For Qualified Gas workers include, Plastic fusion, hot taps, welding and all elements of live gas work in relation to a Operator Qualified, OQ Plan).	
	N/A	
24.	What are the training requirements for each job classification in your company? (For electrical workers include groundman, journeyman, apprentice, equipment operator, live line supervisor, live line lineman; bare hand lineman.) N/A	

**Andrew J. Littlefair
President and CEO**

Andrew Littlefair is President and CEO of CE. Mr. Littlefair serves on the Board of Directors of the company and oversees all aspects of station operations, marketing and new station development.

Mr. Littlefair served as President of Pickens Fuel Corp. (PFC), and then President and CEO of ENRG and now CE. Mr. Littlefair and Mr. Boone Pickens founded PFC in 1996, a leading provider of natural gas for transportation in California and Arizona.

Prior to becoming President of PFC, Mr. Littlefair served as Vice President of Public Affairs at MESA Inc., one of America's largest independent producers of oil and natural gas. In addition, Mr. Littlefair served as Mr. Pickens' assistant for 10 years, coordinating special projects as well as being responsible for the company's NGV activities.

Mr. Littlefair served as a Director of MESA Environmental; a company dedicated to developing gaseous fuel systems, as well as a founder of Mesa Pacific, an LNG producer and supplier. Mr. Littlefair has served as a Board Member and Chairman of NGV America for the past seven years.

Before joining MESA in 1987, Mr. Littlefair was a Staff Assistant to President Ronald Reagan in the Presidential Advance Office as the personal representative of the President with overall responsibility for trip activities and implementation of administration policy in relation to Presidential events. He traveled on behalf of President Reagan to 45 cities and seven foreign countries.

In addition to his business experience, Mr. Littlefair has extensive political experience including the coordination of the Dole for President Campaign in Texas. Mr. Littlefair was also involved in the 1976 and 1980 Reagan for President Campaigns. Mr. Littlefair was a Republican candidate in the 1988 42nd Congressional District of California.

Mr. Littlefair graduated from the University of Southern California with a B.A. in Political Science.

**James N. Harger
Chief Marketing Officer
Clean Energy**

Mr. Harger has been involved in the natural gas business for more than 25 years – the past 16 years have been dedicated to marketing Natural Gas Vehicles (NGVs) and building fueling stations.

Prior to becoming Clean Energy's CMO, Mr. Harger worked for the Southern California Gas Company (SoCal) – the last five years on the market development of NGVs. In 1997, after 14 years of service, Mr. Harger left SoCal to join Pickens Fuel Corp. (predecessor to Clean Energy) as Vice President of Marketing. He was the company's second employee.

At PFC, Mr. Harger began pursuing local, state and Federal grants for return to base fleets, including airports, refuse and transit. His group's success in being awarded more than \$149 million to date, led to long-term contracts including Republic Industries, Waste Management, several metropolitan transit agencies and 19 major airports across the country. The knowledge and leadership of his North American sales team have seen the company grow from \$2 million in sales in 1997 to more than \$129 million in sales in 2008. In June 2007, he assisted in Clean Energy's (NASDAQ: CLNE) successful IPO which raised \$120 million.

Mr. Harger received a Bachelors Degree in Civil Engineering from UCLA and a Masters Degree in Business Administration from Pepperdine University.

J. Brian Powers
Vice President, Operations

Brian Powers has been involved in the natural gas business for more than 28 years. Mr. Powers oversees all operations including all public and private CNG stations, LNG production and LNG transportation. Prior to becoming Assistant Vice President, Operations for CE, Mr. Powers was responsible for sales, marketing, operations and maintenance of all assets for e-Fuels, Inc. in Canada. Mr. Powers is also a member of CE's quality control team and is the lead person for Operations and Maintenance.

Mr. Powers began his career in the natural gas industry with CNG Fuel Systems in 1981. CNG Fuel Systems was a pioneer in the natural gas industry in Canada and its operations included the manufacture of compressors as well as vehicle conversions.

Mr. Powers has served on the technical and marketing committees of the Canadian Gas Association and Canadian Standards Association. He was instrumental in the development of the initial natural gas industry standards in Canada that led to the U.S. standards.

Mr. Powers graduated from the Southern Alberta Institute of Technology in 1979.

Mark Riley, Clean Energy, General Manager- Midwest and Eastern US

Since 1999, Mark has taken a leading role in the alternative fuel vehicle industry-- first as manager of the State of New Hampshire's alternative fuel vehicle program, then as founder of two federally-recognized Clean Cities Coalitions in New Hampshire and Arizona, and with Clean Energy for the past several years.

Mark joined Clean Energy, North America's largest provider of vehicular natural gas, to expand their Phoenix, Arizona market in 2002. In Phoenix, he established a public/private fueling partnership to support the deployment of natural gas powered transit buses serving the world's largest Rental Car Center at Sky Harbor Airport, supported the deployment of hundreds of natural gas vehicles throughout the region, and oversaw the Company's government relations and public policy agenda. In 2005, he returned to the Northeast to expand Clean Energy's activities in the eastern half of the United States. Currently as General Manager, Mark oversees Clean Energy's business development and sales activities, and manages the company's field sales and business development personnel in the Midwest and Eastern US.

Mr. Riley holds a Bachelors Degree from Brown University where he studied ecology and evolutionary biology. He lives in Concord, NH with his wife Laura, a naturopathic doctor, and his daughter Annabelle and son Wilder.

**Wally Kahler
Manager of Operations, Eastern US Region
Clean Energy**

Mr. Kahler is responsible for the technical operations and maintenance for all fueling stations in the Eastern U.S. Region. He has been involved in natural gas station maintenance since 1989 and joined the Clean Energy management team in April 2002.

Mr. Kahler is primarily responsible for the operation and maintenance of CNG alternate fuel sites in the following areas: MBTA transit stations (2); New York City LaGuardia Airport; Long Island (2) and eight (8) other CNG fueling sites throughout the State of New York. He is responsible for coordination of Clean Energy service technicians who perform routine maintenance and service to compressors, dispensers, and storage systems. Site work includes but is not limited to mechanical compression, high voltage, PLC electrical control, high pressure gas, cryogenic storage, and alarm systems. Further, Mr. Kahler is responsible for coordination of outside contractors that perform routine maintenance, construction, equipment overhaul, and emergency service.

Prior to joining Clean Energy in 2002, Mr. Kahler worked for Natural Fuels Inc. managing 45 fueling stations throughout the Front Range of Colorado. He was directly responsible for keeping all Natural Fuels Inc refueling facilities operational.

In terms of qualifications, Mr. Kahler began his career in the natural gas industry with Pamco Inc. in 1989, managing a unit responsible for the production of gas compression equipment from start to finish. Mr. Kahler has managed various service technicians in the natural gas industry at Marcum Fuel services and Natural Fuel Corporation over the past nine years. Mr. Kahler has attended the Operations for Ariel Compressors, Ingersol Rand and Hurricane Compressors.

25.	Describe how that training is provided and provide a list of major topics covered.
	Topics include: Driving, Electrical , Eye Safety, Hand Injuries, Hearing Conservation, High Impact-1, Good Old Days of Safety, High Voltage Electrical Safety, My Precious Eyes, Respiratory Protection, ANSI Material, Stress and Violence
26.	Describe the progression requirements for "promotion" to the next worker level.
	N/A
27.	Describe how you ensure employees demonstrate competencies.
	Topic testing and review by Operations Manager
28.	Do you provide additional training to foremen, supervisors and other management personnel? If yes, describe the areas addressed in the program.
	Ariel Training, Gilbarco Training, Kraus Training, Fire Department Training, Fire and Life Safety, EST, Customer Training, Xebec Training

Management of Subcontractors	
29.	Describe how the company selects and qualifies subcontractors.
	References, licensing and safety training
30.	List the information requested from subcontractors before the start of a job.
	Site Specific Health and Safety Plan, Weekly Safety Meetings and daily tailgate meetings with Construction Supervisor
Accreditation and Licenses	
31.	Will the project require any accreditation and/or licenses to perform the work?
	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes, please list the accreditation and licenses requirements:

By signing below:

1. Your company provides assurance that the information completed in this document, along with any attachments, represents a full and accurate disclosure;
2. Your company agrees to allow National Grid to verify your statements and to review additional areas of your safety program upon request;
3. Your company provides assurance that, if awarded a contract, all contractor employees and subcontractors will be informed of National Grid safety requirements; that employees and subcontractors have the appropriate qualifications to perform the work, and that your company agrees to comply with all applicable safety requirements.

By: Name of Contractor Official:

James N. Harger, Chief Marketing Officer

Type Name and Title

Signature

Date

2/26/10

Exhibit VI

Metrics

The purpose of this exhibit is to provide metrics to measure and monitor on a periodic basis. These metrics will enable the periodic feedback and communications between the National Grid Oversight Committee and Clean Energy. These metrics are meant to provide a framework of the key elements but are not intended to be all inclusive of every aspect of the Management Services Agreement.

- 1) Operations and Maintenance – did Clean Energy complete preventative and scheduled maintenance in accordance with Exhibit III- Scope of Work? Did Clean Energy respond to emergencies within 2 hours? Were unscheduled repairs initiated within 48 hours?
- 2) Implementation Plan – was the plan submitted within 30 days of the effective date? Is the plan complete? Was the metering installed in a timely fashion?
- 3) Station Upgrades - was the Conceptual Plan submitted within 30 days of the effective date? How many stations were included and what information was included? Were there at least four stations included? Were periodic status reports submitted? Were the station upgrades completed as planned?
- 4) Wright Express System Implementation – was all necessary data and support provided to implement the Wright Express fuel management system? Are all data and reports provided in a timely manner?
- 5) Gas and Electric Utility Bills – are bills paid within the required terms?
- 6) CNG Driver Awareness Training Program – are the classes held as scheduled? Is all attendee information provided to Con Ed in a timely manner? Are the CNG Awareness Training Cards disseminated to the attendees in a timely fashion?
- 7) Is CE in compliance with all applicable codes, standards and laws? Were there any violations and/or remedies?
- 8) Marketing Plan – was the marketing plan provided within 30 days of the effective date? Is the plan maintained and updated quarterly with National Grid representatives? How effective is the marketing plan? How many new customers, how many vehicles added and how much fuel added (GGE per customer per month)?
- 9) Reports of customers added – are the reports and information provided in a timely manner? How frequent are the reports provided?
- 10) Customer Service and Customer Relations – are the third party customers provided timely service and response when inquiries and complaints are filed? Do the customers have a good understanding on point of contact? Are fuel cards provided and replaced in a timely manner?

EXHIBIT VII
MUTUAL NON-DISCLOSURE AGREEMENT

This agreement ("Agreement") is entered into as of the ____ day of March 2010 between National Grid Corporate Services LLC, a New York limited liability company ("National Grid") on behalf of itself, its parent companies, and its affiliates and Clean Energy, a California corporation ("Clean Energy"), with an address of 3020 Old Ranch Parkway, Suite 400, Seal Beach, California 90740.

1. The parties to this Agreement intend to disclose to each other certain information, data, and materials, which may include confidential information, in connection with the activities under that certain Clean Energy and National Grid Compressed Natural Gas Vehicle and Fueling Stations Agreement, by and between Clean Energy and National Grid, dated as of March 3, 2010 (the "Business Purpose"). "Confidential Information" means any information, data or materials disclosed by a party (the "Disclosing Party") to the other party (the "Recipient") under or in contemplation of this Agreement and which (a) if in tangible form or other media that can be converted to readable form, is clearly marked as proprietary, confidential or private when disclosed; or (b) if oral or visual, is identified as proprietary, confidential or private on disclosure and is summarized in a writing so marked and delivered within thirty (30) days following such disclosure. No party shall remove or obliterate any markings appearing on any information, data or materials and indicating the proprietary or confidential nature of such information, data or materials.
2. The terms "Disclosing Party" and "Recipient" include each party's parent companies and affiliates that disclose or receive Confidential Information. The rights and obligations of the parties shall therefore also inure to such parent companies and affiliates and may be directly enforced by or against such parent companies and affiliates.
3. The Recipient acknowledges the economic value of the Disclosing Party's Confidential Information. The Recipient shall (a) use the Confidential Information only for the Business Purpose; (b) restrict disclosure of the Confidential Information to employees and contractors of the Recipient and its affiliates with a "need-to-know" and not disclose it to any other person or entity without the prior written consent of the Disclosing Party; (c) advise those employees or contractors who access the Confidential Information of their obligations with respect thereto and, prior to disclosure to such employees and contractors, have entered into non-disclosure agreements with such contractors having obligations of confidentiality as strict as those contained in this Agreement; and (d) copy the Confidential Information only as necessary for those employees or contractors who are entitled to receive it and ensure that all confidentiality notices are reproduced in full on such copies. A "need-to-know" means that the employee or contractor requires the Confidential Information to perform their responsibilities in connection with the Business Purpose. The Recipient shall be responsible for any disclosure of Confidential Information by its employees or contractors.

4. The Obligations of Paragraph 3 shall not apply to any Confidential Information which the Recipient can demonstrate (a) is or becomes available to the public through no breach of this Agreement; (b) was previously known by the Recipient without any obligation to hold it in confidence; (c) is received from a third party free to disclose such information without restriction; (d) is independently developed by the Recipient without the use of Confidential Information of the Disclosing Party; (e) is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization; (f) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or (g) disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof, but only to the extent of and for the purposes of such order, and only if the Recipient first notifies the Disclosing Party of the order to permit the Disclosing Party to seek an appropriate protective order. In any action brought for breach of this Agreement, the Recipient shall have the burden of proving that disclosure of Confidential Information was permitted under this Paragraph 4.

5. When requested by the Recipient, the Disclosing Party shall provide a non-confidential summary of Confidential Information prior to disclosure of the actual Confidential Information to enable the Recipient to determine whether it can accept the Confidential Information. Each party has the right to refuse to accept any information under this Agreement, and nothing obligates either party to disclose to the other party any particular information.

6. If the Disclosing Party inadvertently fails to mark as proprietary, confidential or private information for which it desires confidential treatment, it shall so inform the Recipient. The Recipient thereupon shall return the unmarked information to the Disclosing Party and the Disclosing Party shall substitute properly marked information. In addition, if the Disclosing Party, at the time of disclosure, inadvertently fails to identify as proprietary, confidential or private oral or visual information for which it desires confidential treatment, it shall so inform the Recipient, provided that the Disclosing Party shall summarize the information in writing within thirty (30) days thereafter. The Recipient's obligations under Paragraph 3 of this Agreement in connection with information encompassed by this Paragraph 6 shall commence upon notice from the Disclosing Party of the failure to properly mark or identify the information.

7. Each party shall comply with applicable export laws and regulations of the United States with respect to any technical data received under this Agreement.

8. Confidential Information, including permitted copies, shall be deemed the property of the Disclosing Party. The Recipient shall, within thirty (30) days of a written request by the Disclosing Party, return all Confidential Information (or any designated portion thereof), including all copies thereof, other than one copy which may be retained for the purpose of regulatory compliance or as deemed necessary by the Recipients legal advisors to the Disclosing Party or, if so directed by the Disclosing Party, destroy all such Confidential Information. The Recipient shall also, within fifteen (15) days of a written request by the Disclosing Party, certify in writing that it has satisfied its obligations under this Paragraph.

9. The parties agree that an impending or existing violation of any provision of this Agreement would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that the Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

10. No agency, partnership, joint venture, or other joint relationship is created by this Agreement. Neither this Agreement nor any discussions or disclosures hereunder shall (a) be deemed a commitment to any business relationship, contract or future dealing with the other party, or (b) prevent either party from conducting similar discussions or performing similar work to that hereunder, so long as said discussions or work do not result in the disclosure of Confidential Information protected by this Agreement. The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products without use of the other party's Confidential Information. The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement prohibits the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

11. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder. No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement, except that the Disclosing Party warrants that it has the authority to make the disclosures contemplated hereunder.

12. This Agreement shall be effective as of the date first written above and shall continue until terminated by either party upon thirty (30) days prior written notice. All obligations undertaken respecting Confidential Information shall survive termination of this Agreement and shall continue for three (3) years from the date of termination of this Agreement.

13. This Agreement may not be assigned by either party without the prior written consent of the other party. No permitted assignment shall relieve the Recipient of its obligations hereunder with respect to Confidential Information disclosed to it prior to such assignment. Any assignment in violation of this Paragraph 13 shall be void. This Agreement shall be binding upon the parties' respective successors and assigns.

14. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreement to the original provision. The

remaining provisions of this Agreement shall continue in full force and effect.

15. Each party warrants that it has the authority to enter into this Agreement for itself and its corporate affiliates.

16. This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding relating thereto. The provisions of this Agreement may not be modified, amended or waived, except by a written instrument duly executed by both parties. This Agreement shall be governed in all respects by the laws of the United States and the domestic laws of the State of New York. Any and all claims or actions arising out of or relating to this Agreement shall be filed in and heard by the state or federal courts with jurisdiction to hear such suits located in New York, New York, and each party hereby consents to the jurisdiction of such courts and irrevocably waives any objections thereto, including, without limitation, objections on the basis of improper venue or forum non conveniens.

17. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of the counterpart executed and delivered by facsimile.

Clean Energy

By: _____

Name: _____

Title: _____

Date: _____

National Grid Corporate Services LLC

By: _____

Name: _____

Title: _____

Date: _____



175 East Old Country Rd.
Hicksville, New York 11801
Tel 631.348.6016

Ronald J. Gulmi
Product Development Manager

May 4, 2010

Dear Valued NGV Customer:

Please be advised that National Grid has contracted with Clean Energy to assume the management of 13 existing National Grid owned compressed natural gas (CNG) fueling stations in New York, Massachusetts and Rhode Island. National Grid and Clean Energy are excited about our new partnership to continue the growth of the CNG vehicle market and we fully expect enhanced value in the NGV experience for our customers. Clean Energy will make station upgrades to enhance the customer interface and provide a more complete and reliable fuelling experience. Clean Energy is North America's leading provider of vehicular natural gas and CNG station operations. We have agreed to contract with Clean Energy after an extensive process of review and analysis, and took into account their qualifications, experience and resources in this field.

We are currently working closely with Clean Energy's staff to implement our transition plan and there will be no lapse in CNG fuelling services. The following is a summary of what you can expect during the course of this transition:

- Clean Energy will be responsible for the entire CNG fuel sales process including pricing, billing, remittance processing and collections. If you utilize automatic bill pay for your CNG fuel account, you will need to change your remittance address and Clean Energy personnel will assist you with this matter.
- If you are a current customer of Clean Energy, your existing fueling cards will be usable at the 13 National Grid stations and you will receive additional advance communications notifying you when you can start to use your Clean Energy fuel card at the National Grid stations.
- If you do not have an active Clean Energy account, please contact Gina Crogan, Marketing & Operations Administrator, Clean Energy at gcrogan@cleanenergyfuels.com or at 781.752.6146 to commence the application process to obtain a Clean Energy fuelling account and fuel card.
- Clean Energy will be providing user training for new customers.
- Clean Energy and National Grid will also work with you to issue gate access cards for access to the Cumberland, RI and the West Roxbury, MA CNG stations, as required.
- Please continue to utilize your current fuel card until we provide you additional notification to commence using the Clean Energy card or the appropriate card (Visa, MasterCard, Wright Express and PHH).
- Once the transition to the Clean Energy fuel cards and billing system is fully implemented, National Grid will issue final bills and close out your NGV accounts.

We appreciate customer feedback; therefore, if you have any questions or concerns about how this change will impact you or your account, please contact me at 631.348.6038 or Mark Riley at Clean Energy at 603.318.6817.

Thank you for your business and for using an economic, cleaner, greener transportation solution that continues to lower our carbon footprint and also contributes to improving our country's energy security!

Very truly yours,

A handwritten signature in black ink that reads "Ronald J. Gulmi". The signature is written in a cursive, flowing style.

Ronald J. Gulmi



175 East Old Country Rd.
Hicksville, New York 11801
Tel 631.348.6016

Ronald J. Gulmi
Product Development Manager

June 4, 2010

Dear Valued NGV Customer in Rhode Island:

As a follow up to our memorandum in May, we have completed our transition to Clean Energy to assume the operation and management of the two Rhode Island compressed natural gas (CNG) fueling stations and the sale of CNG to our customers. Therefore, this May 2010 bill for compressed natural gas from the two Rhode Island CNG stations is your last bill from National Grid. Commencing in June, you will be billed according to the fueling card you utilize for fuel acquired at either of the two Rhode Island CNG stations (Providence – Allens Ave. or Cumberland – Mendon Rd.). Additionally, our former National Grid fueling system has been removed and your fueling key is no longer functional and can be disposed. Please continue to use either the Clean Energy card, VISA, MasterCard, Voyageur or Wright Express or fueling card.

If you have any questions regarding acquisition of fuel or require information about obtaining a fueling card, please contact Gina Crogan, Marketing & Operations Administrator, Clean Energy at gcrogan@cleanenergyfuels.com or at 781.752.6146.

We appreciate customer feedback; therefore, if you have any questions or concerns about this change, please contact me at 631.348.6038 or Mark Riley at Clean Energy at 603.318.6817.

Thank you for your business and for using an economic, cleaner, greener transportation solution that continues to lower our carbon footprint and also contributes to improving our country's energy security!

Very truly yours,

A handwritten signature in black ink that reads "Ronald J. Gulmi". The signature is written in a cursive, flowing style.

Ronald J. Gulmi

Cc: Gina Crogan, Clean Energy
Mark Riley, Clean Energy

Therms												
3rd Party Vol (Gas Gallon Equivalents X 1.25)	4.79	1,174.96	2,444.76	1,637.61	389.26	271.68	219.74	187.78	202.14	42.46	140.30	6,715.48

	Rates												
		Customer Charge		Distribution Charge		Commodity Charge		Energy Efficiency					
	Prior to Nov 1, 2010	\$5.00	per month	\$0.1958	per therm	\$0.9091	per therm	\$0.0150	per therm				
	Nov 1, 2010 to date	\$5.00	per month	\$0.1958	per therm	\$0.7436	per therm	\$0.0150	per therm				
	3rd Party Rev	\$9.19	\$2,254.99	\$4,691.99	\$3,011.90	\$715.93	\$477.93	\$386.56	\$345.36	\$371.77	\$78.10	\$163.76	\$12,507.47
*	3rd Party Rev per Tariff	\$165.36	\$1,475.84	\$2,897.89	\$1,993.96	\$595.94	\$464.25	\$369.72	\$339.21	\$352.92	\$200.53	\$293.90	\$8,984.15
		-\$156.17	\$779.15	\$1,794.10	\$1,017.93	\$120.00	\$13.68	\$16.84	\$6.14	\$18.85	-\$122.43	-\$130.14	
													\$3,523.31
* 32 customers per month													

**The Narragansett Electric Company d/b/a National Grid
Tariff Advice Filing
Amend R.I.P.U.C. NG-GAS No. 101
To (Modify/Eliminate) Natural Gas Vehicle Service (Rate 70).
Docket No. _____**

Draft Public Notice

Pursuant to Rhode Island General Laws §39-3-11 and Rule 1.9 of the Rules of Practice and Procedure of the Rhode Island Public Utilities Commission (“Commission”), The Narragansett Electric Company, d/b/a National Grid (“Company”), hereby gives notice that on August 3, 2011 the Company filed by Tariff Advice proposed tariff amendments deleting the provisions relating to its Natural Gas Vehicle Service tariff, RIPUC NG-Gas No. 101. The proposed tariff amendments would be for effect September 9, 2011. The Commission may hold a hearing on this issue in which case it will publish a notice of the hearing date. A copy of the application is on file for examination at the offices of the Public Utilities Commission, 89 Jefferson Boulevard, Warwick, Rhode Island. The Commission is accessible to the handicapped. Individuals requesting interpreter services for the hearing impaired must contact the Clerk of the Commission seventy-two hours in advance of the hearing.

Division 2-7

Request:

Re: footnote 2 at the bottom of page 8 of witness Nestor's Direct Testimony:

- a. Attachment NG-JFN-1 does not show Variable Non-Product Storage costs and the amount shown for Variable Non-Product Storage costs Attachment NG-JFN-1 (5) does not appear to match the amount referenced in the footnote. Please document the derivation of the \$523,065 amount referenced in footnote 2 on page 8 of witness Nestor's Direct Testimony.
- b. The referenced \$2,368,175 amount for FT-2 storage costs allocated to Marketers does not appear to match any amount shown in Attachment NG-JFN-5. Please document the derivation of the referenced \$2,368,175 figure.

Response:

On September 27, 2011, the Company submitted supplemental direct testimony of Mr. Nestor indicating that due to a delay in the implementation of new customer and Marketer billing systems, the Company requested the Commission to approve the GCR rates proposed in Attachment NG-JFN-1 (5) *et al*, and as such no longer is relying on Attachment NG-JFN-1 *et al* in support of its proposed rates. Notwithstanding this modification, the Company responds as follows:

- a. The footnote should read Attachment NG-JFN-1 (5) and the \$523,065 can be found on page 16 of that Attachment.
- b. Because the variable costs component under the proposed FT-2 Marketer rate design is unknown at this time, the Company utilized the allocated costs under the existing methodology as a proxy for the total marketer costs. Please see Attachment NG-JFN-5 (5), line 7.

Prepared by or under the supervision of: John F. Nestor, III

Division 2-8

Request:

Re: page 8, lines 4-7, of witness Nestor's Direct Testimony, please:

- a. Provide the data, studies, analyses, and rationales upon which the Company relies to assert that the company's monthly calculated variable storage rate will ensure that firm customers are appropriately compensated for variable storage costs incurred to service Marketers;
- b. Provide a numeric example of the monthly calculations that would be used to compute a monthly variable storage rate;
- c. Explain how such monthly rate calculations compensate firm customers for risk associated with the Company's maintenance of too much or too little inventory to meet actual combined sales and FT-2 service requirements.

Response:

On September 27, 2011, the Company submitted supplemental direct testimony of Mr. Nestor indicating that due to a delay in the implementation of new customer and Marketer billing systems, the Company requested the Commission to approve the GCR rates proposed in Attachment NG-JFN-1 (5) *et al*, and as such no longer is relying on Attachment NG-JFN-1 *et al* in support of its proposed rates. Notwithstanding this modification, the Company responds as follows:

- a. Please see the Direct Testimony of Mr. Nestor at 7-8.
- b. Please see Attachment DIV 2-8 which is a copy of the response to Division 1-6 in Docket No. 4270. In particular, please see subpart (c).
- c. Please see Attachment DIV 2-8 which is a copy of the response to Division 1-6 in Docket No. 4270. In particular, please see subparts (a) and (b).

Prepared by or under the supervision of: John F. Nestor, III

The Narragansett Electric Company
d/b/a National Grid
Docket No. 4270
Tariff Advice Filing Regarding
Changes in Terms and Conditions for Gas Marketers
Responses to Division Data Requests (Set 1)
Issued on September 2, 2011

Division 1-6

Request:

Re: page 4, lines 16-20, of witness Bauer's Direct Testimony, please:

- a. Provide the Company's assessment of changes in cash-flow that would result from the change from having Marketers purchase an allocated amount of inventory at the average inventory price from the Company in early November of each year to a monthly cash-out based on the Company's cost of supply in inventory.
- b. Explain why Marketers should be insulated from the uncertainties associated with advance planning for winter gas supply requirements by allowing them monthly cash-outs.
- c. Assuming the proposed process of monthly cash-outs had been in-place during the winter of 2010-2011, provide the Company's best calculation of the monthly cash-out price for each month of that winter season, as well as the inventory price that was charge to Marketers in November of 2010.
- d. Verify that the cash-out price would be applied on imbalances or storage deficiencies identified after the end of each month. If this is incorrect, please explain the manner in which the volumes to be cash-out would be determined and when the cost of cashed-out volumes would be billed to marketers.

Response:

- a. The Company would expect that the impact on cash flow from moving to a monthly cash-out methodology would be minimal. As noted in the testimony of Mr. John F. Nestor, III in Docket No. 4283 the overall FT-2 gas costs are less than 1.5% of total gas costs. In addition, one of the underlying drivers for implementing a monthly cash-out based on the Company's inventory price is to better align rates with costs since the recent overall experience with the current allocation methodology has been extremely volatile resulting an under-recovery of \$1,170,915 in 2009 and an over-recovery of \$1,015,480 in 2008. (Docket No. 4283, Testimony of John F. Nestor, III at 7-9) Because of these wide swings, the accuracy of a comparison with historical cash-flows would be of limited value.

The Narragansett Electric Company
d/b/a National Grid
Docket No. 4270
Tariff Advice Filing Regarding
Changes in Terms and Conditions for Gas Marketers
Responses to Division Data Requests (Set 1)
Issued on September 2, 2011

Division 1-6 (continued)

- b. The cash out methodology is not based on insulating Marketers from any uncertainties associated with advanced planning for winter as supply. Rather, as noted above in subpart (a) the purpose of moving to a cash-out methodology is to better align rate recovery with gas costs.

- c. The inventory cash-out price for November 2010 was \$ 4.619.
The monthly cash-out would be

November 2010	Undertake \$4.658	Overtake \$5.6196
December 2010	Undertake \$7.9431	Overtake \$11.8804
January 2011	Undertake \$8.4105	Overtake \$11.9632
February 2011	Undertake \$6.3388	Overtake \$ 7.2136
March 2011	Undertake \$5.1623	Overtake \$6.2639
April 2011	Undertake \$4.7242	Overtake \$5.0464

- d. The cash-out price would be applied on imbalances identified after the end of each month and billed approximately on the 5th business day of the new month. Imbalances between customer Gas Usage and the Forecasted Daily Usage (FDU) adjusted for actual weather will be cashed out at the average of the Algonquin and Tennessee city gate delivered monthly indexes. The Company will prorate the imbalance amount between the months billed based on the customer's base load and heating use factors and apply the average monthly index to the corresponding month's imbalance quantity.

Prepared by or under the supervision of: John F. Nestor, III and Michael A. Bauer

Division 2-9

Request:

Re: page 9, lines 5-8, of witness Nestor's Direct Testimony, please:

- a. Document and explain who has borne the costs of the referenced \$1,170,915 under-recovery for 2009 based on lower than forecasted use of FT-2 service;
- b. Document and explain the manner in which the referenced \$1,015,480 over-recovery for 2008 was reflected in the Company's subsequent GCR calculations;
- c. Explain why the reference under-recovery/over-recovery amounts should not be the responsibility of FT-2 Marketers and reconciled within the Company's FT-2 marketer rates.

Response:

On September 27, 2011, the Company submitted supplemental direct testimony of Mr. Nestor indicating that due to a delay in the implementation of new customer and Marketer billing systems, the Company requested the Commission to approve the GCR rates proposed in Attachment NG-JFN-1 (5) *et al*, and as such no longer is relying on Attachment NG-JFN-1 *et al* in support of its proposed rates. Notwithstanding this modification, the Company responds as follows:

- a-b. The impact of any over-recovery or under-recovery is included annually in the CGR reconciliation amounts for the Storage Fixed costs and allocated to all rate classes. See Attachment NG-JFN-1 (5), page 3.
- c. The Company's proposed FT-2 rate accomplishes this by charging Marketers a demand charge for fixed storage costs and a variable charge on a monthly cash-out basis.

Prepared by or under the supervision of: John F. Nestor, III

Division 2-10

Request:

Re: footnote 5 at the bottom of page 11 of witness Nestor's Direct Testimony, please identify where other than in this footnote the "(2) designation" is found.

Response:

On September 27, 2011, the Company submitted supplemental direct testimony of Mr. Nestor indicating that due to a delay in the implementation of new customer and Marketer billing systems, the Company requested the Commission to approve the GCR rates proposed in Attachment NG-JFN-1 (5) *et al*, and as such no longer is relying on Attachment NG-JFN-1 *et al* in support of its proposed rates. Notwithstanding this modification, the Company responds as follows:

The (2) designation can be found on the bottom of the Attachments supporting the two component rate design. For example, see Attachment NG-JFN-3 which also is identified as SupplyEst (2). Also, the (2) designation was used on the tabs of the spreadsheets provided to the Division for the two component rate design.

Prepared by or under the supervision of: John F. Nestor, III

Division 2-11

Request:

Re: page 12, lines 1-4, of witness Nestor's Direct Testimony, please:

- a. Detail the influences of FT-2 customer requirements for storage and peaking services on the Company's gas supply planning for the winter of 2011-12;
- b. Explain why the cited lines do not include reference to the Company's need to plan its storage and peaking resources to meet the requirements of FT-2 customers for such services.

Response:

On September 27, 2011, the Company submitted supplemental direct testimony of Mr. Nestor indicating that due to a delay in the implementation of new customer and Marketer billing systems, the Company requested the Commission to approve the GCR rates proposed in Attachment NG-JFN-1 (5) *et al*, and as such no longer is relying on Attachment NG-JFN-1 *et al* in support of its proposed rates. Notwithstanding this modification, the Company responds as follows:

- a. Please see the Direct Testimony of Ms. Arangio and referenced Attachments at 5-7.
- b. Please see subpart (a).

Prepared by or under the supervision of: John F. Nestor, III and Elizabeth D. Arangio

Division 2-12

Request:

Re: page 13, lines 1-7, of witness Nestor's Direct Testimony, please:

- a. Document and explain the causes of the increase in actual Supply Fixed Costs for the month of August 2011 shown in the Company's September 20, 2011 Deferred Gas Cost Balance Report above the forecasted level for the same month in the Company's August 20, 2011 Deferred Gas Cost Balance Report;
- b. Explain and quantify the impact the factors contributing to this increase in Supply Fixed Costs is expected to have on the Company's actual Supply Fixed Costs for September and October 2011 as well as the impacts of those factors on the Company's estimated October 31, 2011 Deferred Gas Cost Balance.

Response:

- a. As noted in the September 20, 2011 cover letter to the Company's Deferred Gas Costs report, the August 2011 actual results contained an adjustment of \$542 thousand for Marketer releases from April to eliminate a double counting.
- b. Please see sub part (a). As shown in the cover letter of the August 2011 Deferred report the impact of this adjustment and the actual results from August changed the over collection for the October 31, 2011 ending balance from the \$3M used in the GCR filing to \$2.9M.

Prepared by or under the supervision of: John F. Nestor, III

Division 2-13

Request:

Re: Attachment NG-JFN-7, please provide the data and calculations from which each of the percentages shown in this attachment were derived.

Response:

On September 27, 2011, the Company submitted supplemental direct testimony of Mr. Nestor indicating that due to a delay in the implementation of new customer and Marketer billing systems, the Company requested the Commission to approve the GCR rates proposed in Attachment NG-JFN-1 (5) *et al*, and as such no longer is relying on Attachment NG-JFN-1 *et al* in support of its proposed rates. Notwithstanding this modification, the Company responds as follows:

Please see Attachment DIV 2-13.

Prepared by or under the supervision of: John F. Nestor, III

**RI Gas Company
Capacity Assignment Table**

		% of Peak Day Requirement				% of Total Capacity		
		Pipeline	Storage	Peaking	Total	Pipeline	Storage	Peaking
HLF	Res - Non-Heating	69.0%	6.0%	25.0%	100.0%	1.4%	1.1%	1.1%
HLF	Res - Non-Heating LI	69.0%	6.0%	25.0%	100.0%			
LLF	Res - Heating	45.0%	10.0%	45.0%	100.0%	53.5%	58.9%	58.9%
LLF	Res - Heating LI	45.0%	10.0%	45.0%	100.0%			
LLF	Small	45.0%	10.0%	45.0%	100.0%	7.7%	8.7%	8.7%
LLF	Med	45.0%	10.0%	45.0%	100.0%	15.0%	15.4%	15.4%
LLF	Large Low Load	45.0%	10.0%	45.0%	100.0%	7.3%	8.6%	8.6%
HLF	Large High Load	69.0%	6.0%	25.0%	100.0%	2.4%	1.4%	1.4%
LLF	XL Low Load	45.0%	10.0%	45.0%	100.0%	2.6%	2.9%	2.9%
HLF	XL High Load	69.0%	6.0%	25.0%	100.0%	10.0%	3.0%	3.0%

HLF	High Load Factor	69.0%	6.0%	25.0%	100.0%
LLF	Low Load Factor	45.0%	10.0%	45.0%	100.0%
	Total	47.0%	10.0%	43.0%	100.0%

14.1%	7.1%	7.1%
85.9%	92.9%	92.9%
100.0%	100.0%	100.0%

Allocation of Peak Day

Design EDD	Design Day Througput			Base Pipeline	Remaining Pipeline	Sub-total Pipeline	Storage	Peaking	Total
	Base load	Heat load Jan Ht Fac	68 Total						
Res - Non-Heating	943	3,234	4,176	943	1,315	2,258	359	1,559	4,176
Res - Heating	12,512	174,420	186,932	12,512	70,946	83,457	19,356	84,119	186,932
Small	1,493	25,880	27,372	1,493	10,527	12,019	2,872	12,481	27,372
Med	4,810	45,708	50,517	4,810	18,592	23,401	5,072	22,044	50,517
Large Low Load	1,119	25,391	26,509	1,119	10,328	11,446	2,818	12,245	26,509
Large High Load	2,051	4,035	6,086	2,051	1,641	3,693	448	1,946	6,086
XL Low Load	576	8,706	9,282	576	3,541	4,117	966	4,199	9,282
XL High Load	11,893	8,998	20,891	11,893	3,660	15,553	999	4,340	20,891
Total	35,396	296,371	331,767	35,396	120,549	155,945	32,889	142,933	331,767
HLF	14,887	16,267	31,154	14,887	6,617	21,503	1,805	7,845	31,154
LLF	20,509	280,104	300,613	20,509	113,933	134,442	31,084	135,088	300,613
Total	35,396	296,371	331,767	35,396	120,549	155,945	32,889	142,933	331,767

Assignment			
Capacity	MDCQ	Base	Heat Load
Pipeline	155,945	35,396	120,549
Storage	32,889		32,889
Peaking	142,933		142,933
Total	331,767	35,396	296,371

RI Gas Allocation - Total Company

	Pipeline	% of Peak Day Requirement			Pipeline	% of Total Capacity	
		Storage	Peaking	Total		Storage	Peaking
Res - Non-Heating	54.1%	8.6%	37.3%	100.0%	1.4%	1.1%	1.1%
Res - Heating	44.6%	10.4%	45.0%	100.0%	53.5%	58.9%	58.9%
Small	43.9%	10.5%	45.6%	100.0%	7.7%	8.7%	8.7%
Med	46.3%	10.0%	43.6%	100.0%	15.0%	15.4%	15.4%
Large Low Load	43.2%	10.6%	46.2%	100.0%	7.3%	8.6%	8.6%
Large High Load	60.7%	7.4%	32.0%	100.0%	2.4%	1.4%	1.4%
XL Low Load	44.4%	10.4%	45.2%	100.0%	2.6%	2.9%	2.9%
XL High Load	74.4%	4.8%	20.8%	100.0%	10.0%	3.0%	3.0%
Total	47.0%	9.9%	43.1%	100.0%	100.0%	100.0%	100.0%
High Load Factor	69.0%	5.8%	25.2%	100.0%	14.1%	7.1%	7.1%
Low Load Factor	44.7%	10.3%	44.9%	100.0%	85.9%	92.9%	92.9%
Total	47.0%	9.9%	43.1%	100.0%	100.0%	100.0%	100.0%

Actual Volumes

Total Core Sales Volumes(000's) MMBTU

	Nov 2010	Dec 2010	Jan 2011	Feb 2011	Mar 2011	April 2011	May 2011	June 2011	July 2010	Aug 2010	Sept 2010	Oct 2010	Total	Load Factor
Res - Non-Heating	42	66	84	82	75	63	44	36	32	27	29	34	615	33%
Res - Heating	1,025	2,219	3,255	3,321	2,820	2,064	1,028	586	415	362	382	477	17,954	18%
Small	115	292	488	495	407	276	123	69	50	42	46	65	2,469	16%
Med	322	627	873	900	787	555	319	209	149	142	152	196	5,232	22%
Large Low Load	177	367	455	488	389	283	126	58	38	28	39	99	2,546	15%
Large High Load	82	117	127	114	120	96	73	64	61	61	69	69	1,052	38%
XL Low Load	90	185	173	177	139	117	52	17	17	17	20	38	1,043	15%
XL High Load	420	531	536	518	497	444	380	391	381	381	340	361	5,178	43%
Total	2,274	4,403	5,992	6,094	5,234	3,897	2,146	1,430	1,143	1,060	1,077	1,341	36,090	23%
HLF	544	714	747	713	691	603	497	491	474	469	437	464	6,845	
LLF	1,730	3,690	5,244	5,381	4,543	3,295	1,649	939	669	591	639	877	29,245	

Daily		
Baseload	Peak	Off Peak
1	412	203
13	14,704	3,250
2	2,073	396
5	4,064	1,169
1	2,159	388
2	656	397
1	882	161
12	2,945	2,233
36	27,894	8,196
15	4,013	2,832
21	23,881	5,364

Baseload

	Nov 30	Dec 31	Jan 31	Feb 28	Mar 31	April 30	May 31	June 30	July 31	Aug 31	Sept 30	Oct 31	Total	Daily Baseload
Res - Non-Heating	29	29	29	27	29	29	29	29	29	27	29	29	344	1
Res - Heating	378	390	390	352	390	378	390	378	390	362	378	390	4,567	13
Small	45	47	47	42	47	45	47	45	47	42	45	47	545	1
Med	145	150	150	135	150	145	150	145	149	142	145	150	1,755	5
Large Low Load	34	35	35	32	35	34	35	34	35	28	34	35	408	1
Large High Load	62	64	64	58	64	62	64	62	61	61	62	64	749	2
XL Low Load	18	18	18	16	18	18	18	17	17	17	18	18	210	1
XL High Load	359	371	371	335	371	359	371	359	371	371	340	361	4,341	12
Total	1,069	1,105	1,105	998	1,105	1,069	1,105	1,068	1,100	1,050	1,050	1,095	12,919	35
HLF	450	465	465	420	465	450	465	450	461	459	430	454	5,434	
LLF	619	640	640	578	640	619	640	619	638	591	619	640	7,486	

Remaining Volumes

	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Total
Res - Non-Heating	14	37	55	55	45	35	15	8	3	0	0	5	270
Res - Heating	647	1,828	2,864	2,969	2,430	1,686	638	209	24	0	4	87	13,387
Small	70	246	441	453	361	230	77	24	3	0	1	19	1,925
Med	178	477	723	765	637	410	169	64	0	0	8	47	3,477
Large Low Load	143	332	420	456	354	249	90	24	3	0	5	64	2,138
Large High Load	20	53	63	56	56	33	9	2	0	0	7	5	304
XL Low Load	73	166	155	161	121	100	34	0	0	0	2	20	833
XL High Load	61	160	165	183	125	85	8	31	10	10	0	0	837
Total	1,204	3,298	4,887	5,096	4,129	2,828	1,041	362	43	10	27	246	23,170
HLF	94	249	283	293	227	153	32	41	12	10	7	10	1,411
LLF	1,110	3,049	4,604	4,802	3,903	2,675	1,008	320	31	0	20	236	21,759

Actual BDD	371	800	1088	1141	947	685	339	132	7	0	12	119	5642
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Heat Factors

	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Total
Res - Non-Heating	0.0369	0.0459	0.0501	0.0482	0.0476	0.0510	0.0438	0.0596	0.3568	0.0000	0.0240	0.0414	0.0479
Res - Heating	1.7454	2.2849	2.6332	2.6010	2.5666	2.4615	1.8825	1.5797	3.4069	0.0000	0.3196	0.7309	2.3728
Small	0.1888	0.3072	0.4055	0.3968	0.3808	0.3363	0.2264	0.1789	0.4855	0.0000	0.0941	0.1573	0.3411
Med	0.4787	0.5963	0.6650	0.6699	0.6726	0.5984	0.4992	0.4850	0.0000	0.0000	0.6184	0.3922	0.6163
Large Low Load	0.3844	0.4148	0.3860	0.3994	0.3736	0.3629	0.2665	0.1812	0.3838	0.0000	0.3804	0.5365	0.3790
Large High Load	0.0530	0.0658	0.0582	0.0488	0.0594	0.0488	0.0264	0.0167	0.0000	0.0000	0.5348	0.0410	0.0538
XL Low Load	0.1962	0.2079	0.1426	0.1407	0.1281	0.1456	0.1011	0.0000	0.0000	0.0000	0.1999	0.1678	0.1476
XL High Load	0.1633	0.1994	0.1515	0.1600	0.1324	0.1236	0.0251	0.2379	1.3576	32.1951	0.0000	0.0000	0.1483
Total	3.2466	4.1223	4.4922	4.4649	4.3612	4.1281	3.0710	2.7390	5.9906	32.1951	2.1712	2.0671	4.1069

Actual													
Billing DD	371	800	1088	1141	947	685	339	132	7	0	12	119	5642
Normal													
Billing DD	405	757	970	1013	947	647	360	165	22	1	12	146	5443

Normal Sales

	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Total
Res - Non-Heating	43	64	78	75	75	62	45	38	29	27	29	35	601
Res - Heating	1,085	2,120	2,943	2,987	2,820	1,970	1,069	638	390	362	381	497	17,263
Small	122	279	440	444	407	263	128	75	47	42	46	70	2,362
Med	339	601	795	814	786	532	330	225	149	142	152	207	5,072
Large Low Load	190	349	410	436	389	269	131	64	35	28	39	113	2,454
Large High Load	84	114	121	107	120	94	74	65	61	61	68	70	1,038
XL Low Load	97	176	156	159	139	112	55	17	17	17	20	43	1,007
XL High Load	425	522	518	497	497	439	380	398	371	371	340	361	5,121
Total	2,385	4,226	5,461	5,520	5,233	3,741	2,212	1,520	1,100	1,050	1,075	1,396	34,917

HLF	552	700	717	680	691	594	499	502	461	459	437	466	6,760
LLF	1,832	3,525	4,744	4,840	4,542	3,146	1,712	1,019	638	591	638	929	28,157

Normal Volumes

Total Core Sales Volumes

	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct
Res - Non-Heating	1.86%	1.50%	1.40%	1.34%	1.42%	1.63%	2.07%	2.54%	2.80%	2.51%	2.68%	2.57%
Res - Heating	45.09%	50.38%	54.32%	54.50%	53.88%	52.96%	47.92%	41.00%	36.29%	34.15%	35.45%	35.60%
Small	5.07%	6.64%	8.14%	8.12%	7.78%	7.07%	5.75%	4.81%	4.39%	3.97%	4.30%	4.88%
Med	14.18%	14.24%	14.57%	14.77%	15.03%	14.24%	14.86%	14.61%	13.08%	13.44%	14.16%	14.65%
Large Low Load	7.77%	8.34%	7.60%	8.00%	7.43%	7.25%	5.85%	4.06%	3.33%	2.63%	3.61%	7.40%
Large High Load	3.60%	2.65%	2.13%	1.86%	2.30%	2.45%	3.41%	4.50%	5.31%	5.76%	6.37%	5.15%
XL Low Load	3.97%	4.19%	2.89%	2.90%	2.66%	3.01%	2.44%	1.16%	1.47%	1.61%	1.86%	2.84%
XL High Load	18.46%	12.05%	8.95%	8.50%	9.49%	11.39%	17.70%	27.32%	33.33%	35.93%	31.57%	26.91%
Total	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	23.91%	16.21%	12.48%	11.70%	13.21%	15.47%	23.17%	34.36%	41.45%	44.20%	40.62%	34.63%
	76.09%	83.79%	87.52%	88.30%	86.79%	84.53%	76.83%	65.64%	58.55%	55.80%	59.38%	65.37%

Baseload

	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct
Res - Non-Heating	2.67%	2.67%	2.67%	2.67%	2.67%	2.67%	2.67%	2.67%	2.68%	2.53%	2.72%	2.69%
Res - Heating	35.32%	35.32%	35.32%	35.32%	35.32%	35.32%	35.32%	35.35%	35.48%	34.46%	35.97%	35.65%
Small	4.22%	4.22%	4.22%	4.22%	4.22%	4.22%	4.22%	4.23%	4.24%	4.00%	4.30%	4.26%
Med	13.55%	13.55%	13.55%	13.55%	13.55%	13.55%	13.55%	13.56%	13.59%	13.56%	13.80%	13.68%
Large Low Load	3.20%	3.20%	3.20%	3.20%	3.20%	3.20%	3.20%	3.20%	3.21%	2.66%	3.25%	3.23%
Large High Load	5.81%	5.81%	5.81%	5.81%	5.81%	5.81%	5.81%	5.81%	5.52%	5.81%	5.91%	5.86%
XL Low Load	1.64%	1.64%	1.64%	1.64%	1.64%	1.64%	1.64%	1.56%	1.53%	1.63%	1.67%	1.66%
XL High Load	33.59%	33.59%	33.59%	33.59%	33.59%	33.59%	33.59%	33.62%	33.75%	35.34%	32.37%	32.97%
Total	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	42.07%	42.07%	42.07%	42.07%	42.07%	42.07%	42.07%	42.10%	41.95%	43.69%	41.00%	41.52%
	57.93%	57.93%	57.93%	57.93%	57.93%	57.93%	57.93%	57.90%	58.05%	56.31%	59.00%	58.48%

Remaining Volumes

	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct
Res - Non-Heating	1.14%	1.11%	1.12%	1.08%	1.09%	1.24%	1.43%	2.18%	5.96%	0.00%	1.11%	2.00%
Res - Heating	53.76%	55.43%	58.62%	58.25%	58.85%	59.63%	61.30%	57.67%	56.87%	0.00%	14.72%	35.36%
Small	5.82%	7.45%	9.03%	8.89%	8.73%	8.15%	7.37%	6.53%	8.10%	0.00%	4.33%	7.61%
Med	14.74%	14.46%	14.80%	15.00%	15.42%	14.50%	16.26%	17.71%	0.00%	0.00%	28.48%	18.97%
Large Low Load	11.84%	10.06%	8.59%	8.95%	8.57%	8.79%	8.68%	6.61%	6.41%	0.00%	17.52%	25.96%
Large High Load	1.63%	1.60%	1.30%	1.09%	1.36%	1.18%	0.86%	0.61%	0.00%	0.00%	24.63%	1.98%
XL Low Load	6.04%	5.04%	3.17%	3.15%	2.94%	3.53%	3.29%	0.00%	0.00%	0.00%	9.21%	8.12%
XL High Load	5.03%	4.84%	3.37%	3.58%	3.04%	2.99%	0.82%	8.69%	22.66%	100.00%	0.00%	0.00%
Total	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	7.80%	7.55%	5.78%	5.76%	5.49%	5.41%	3.10%	11.47%	28.62%	100.00%	25.74%	3.98%
	92.20%	92.45%	94.22%	94.24%	94.51%	94.59%	96.90%	88.53%	71.38%	0.00%	74.26%	96.02%

Actual Volumes

	July 2010	Aug 2010	Sept 2010	Oct 2010	Nov 2010	Dec 2010	Jan 2011	Feb 2011	Mar 2011	April 2011	May 2011	June 2011	Total
Res - Non-Heating - Rate 1012	313,372	260,376	281,556	336,391	407,981	634,529	802,907	778,796	713,795	608,273	427,099	354,396	5,919,472
Res LI - Non-Heating - Rate 1101	6,813	5,853	6,554	7,565	13,981	27,769	36,798	37,838	31,389	26,544	16,091	9,455	226,646
Res - Heating - Rate 1247	3,666,741	3,211,083	3,380,646	4,258,567	9,203,530	20,130,458	29,599,053	30,165,572	25,572,410	18,439,006	9,130,592	5,145,091	161,902,750
Res LI - Heating - Rate 1301	479,495	408,819	435,255	514,573	1,047,713	2,054,817	2,947,676	3,044,585	2,631,118	2,201,313	1,151,888	717,593	17,634,846
Small - Rate 2107	501,349	420,396	463,107	653,985	1,151,969	2,924,994	4,878,119	4,950,493	4,072,306	2,755,458	1,233,933	687,883	24,693,991
Medium - Rate 2237	1,036,857	834,638	936,423	1,117,731	1,918,108	3,732,155	5,522,437	5,660,883	4,910,766	3,498,621	1,983,485	1,193,135	32,345,242
Medium TSS - Rate 2231	934	824	1,886	7,707	16,011	21,845	27,823	44,958	34,476	39,701	28,682	7,804	232,651
Medium FT-1 - Rate 222N	274,299	297,520	296,108	446,962	617,791	1,144,854	1,163,276	1,136,237	861,567	682,508	349,222	342,366	7,612,710
Medium FT-2 - Rate 2221	182,465	291,497	290,426	392,074	672,877	1,369,644	2,017,975	2,156,080	2,058,758	1,327,812	827,831	546,233	12,133,673
Large - Low Load - Rate 3367	90,621	20,712	187,925	196,931	404,209	847,254	1,152,687	1,368,851	1,116,356	885,413	301,158	264,275	6,836,391
Large Low Load TSS	0	1,117	280	214	3,350	2,990	17,164	123,582	53,467	22,225	5,711	1,713	231,813
Large Low Load FT-1 - Rate 33EN	144,688	172,808	206,505	566,107	929,681	1,909,908	2,003,079	1,933,001	1,454,566	1,035,392	389,370	173,356	10,918,461
Large Low Load FT-2 - Rate 3321	145,184	84,366	(6,448)	228,800	430,404	911,532	1,378,795	1,451,786	1,266,213	884,517	559,887	141,527	7,476,563
Large - High Load - Rate 2367	135,760	114,502	183,172	178,133	206,315	293,295	349,897	114,641	284,495	249,151	166,577	149,623	2,425,561
Large High Load TSS - Rate 2331	0	0	0	0	14,292	10,965	8,681	106,839	102,745	10,762	19,094	21,476	294,854
Large High Load FT-1 - Rate 23EN	319,420	365,966	373,075	367,818	420,680	625,688	610,415	616,970	522,727	450,091	358,808	314,774	5,346,432
Large High Load FT-2 - Rate 2321	151,711	130,036	130,027	144,321	176,201	238,300	305,947	297,778	293,661	245,283	186,336	156,974	2,456,574
XL - Low Load - Rate 3496	10,963	10,453	6,959	8,944	20,313	19,500	54,447	56,888	43,216	40,896	27,586	17,703	317,869
XL Low Load FT-1 - Rate 34EN	150,454	151,553	174,720	356,826	837,734	1,744,667	1,567,251	1,562,502	1,235,061	1,047,305	458,265	128,854	9,415,192
XL Low Load FT-2 - Rate 3421	6,412	8,677	18,454	15,603	45,301	80,839	110,598	150,812	116,140	85,264	38,409	20,046	696,554
XL - High Load - Rate 2496	314,663	138,531	134,290	(163,232)	142,247	369,669	350,722	188,425	240,744	171,844	143,346	126,828	2,158,078
XL High Load FT-1 - Rate 24EN	3,428,477	3,583,068	3,183,698	3,692,028	3,961,596	4,770,855	4,800,285	4,763,730	4,526,129	4,087,791	3,516,342	3,652,779	47,966,778

Design Day Sendout

		Design Day Throughput			
		Design EDD	68		
		Base load	Heat load	Total	
			Feb Ht Fac		
Tenn Long-Haul					
Tetco Long-Haul		Res - Non-Heating	943	3,236	4,178
Alberta		Res - Heating	12,512	174,531	187,043
Enron		Small	1,493	25,896	27,389
Tenn Short-Haul		Med	4,810	45,737	50,546
Tetco Short-Haul		Large Low Load	1,119	25,407	26,526
LNG		Large High Load	2,051	4,038	6,089
Propane		XL Low Load	576	8,711	9,288
		XL High Load	11,893	9,004	20,897
Total Firm Sendout					
Long-haul	0				
Underground Storage	0				
Peaking	0				
		Total	35,396	296,560	331,955
Total	0				
		HLF	14,887	16,277	31,164
		LLF	20,509	280,282	300,791
		Total	35,396	296,560	331,955

From CSS 7	Ht. Fac Allocation	Base Load	Heat Load	Total
23%	1.09%	943	3,234	4,176
7%	58.85%	12,512	174,420	186,932
5%	8.73%	1,493	25,880	27,372
10%	15.42%	4,810	45,708	50,517
4%	8.57%	1,119	25,391	26,509
34%	1.36%	2,051	4,035	6,086
6%	2.94%	576	8,706	9,282
57%	3.04%	11,893	8,998	20,891
	1	35,396	296,371	331,767

Division 2-14

Request:

Re: page 12, lines 1-4, of witness Nestor's Direct Testimony, please:

- a. Explain why the Company's computed ending balance as of March 31, 2011 is appropriate for use in this proceeding considering that a reconciliation which included actual results for the months of April 2010 through June 2010 was included in the Company's GCR filing in Docket No. 4199;
- b. Document and explain (with citations to attachments, pages and line numbers) the manner in which the referenced \$7,051,411 under-recovery balance is, or would, be reflected in the Company's GCR rate calculations in this proceeding assuming the proposed change in the time period for the reconciliation filing is approved.

Response:

- a. The Company believes the reference is to page 13, lines 1-4. The Company is not advocating that its March 31, 2011 ending balance be used in the reconciliation. As stated on page 13, the projected October ending balance (this year projected to be \$3M) is incorporated into the development of the GCR rates as it has in past filings.
- b. The Company is not advocating that its March 31, 2011 ending balance be used in the reconciliation of rates in this case. Rather, as stated in Mr. Nestor's direct testimony at page 13-14, the March 31, 2011 ending balance would replace the June 30 ending balance for the Company's August 1 annual gas cost reconciliation filing in accordance with the agreement with the Division.

Prepared by or under the supervision of: John F. Nestor, III