

March 25, 2011

Regulatory Affairs Correspondence  
Email: [gas.regulatory.affairs@fortisbc.com](mailto:gas.regulatory.affairs@fortisbc.com)

British Columbia Utilities Commission  
6<sup>th</sup> Floor, 900 Howe Street  
Vancouver, BC  
V6Z 2N3

Attention: Ms. Erica M. Hamilton, Commission Secretary

Dear Ms. Hamilton:

**Re: FortisBC Energy Inc.<sup>1</sup> ("FEI")  
Application for Approval of a Service Agreement for Compressed Natural Gas  
("CNG") Service and for Approval of General Terms and Conditions ("GT&Cs")  
for CNG and Liquefied Natural Gas ("LNG") Service (the "Application")  
  
British Columbia Utilities Commission ("BCUC" or the "Commission") Order  
No. G-6-11 Compliance Filing (Exhibit B-10)  
  
Resubmission of Tariff Supplement J-1**

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On February 25, 2011, FEI (then Terasen Gas Inc.) submitted a compliance filing (Exhibit B-10) in accordance with Commission Order No. G-6-11 and its Decision on the agreement between FEI and Waste Management of Canada Corporation in the Application referenced above.

Further to discussions with Commission staff, FEI hereby resubmits Tariff Supplement J-1 in order to address two issues. First, to more clearly indicate the interim nature of the approval received in Order No. G-6-11. Second, FEI was made aware that one of the diagrams in Exhibit D was inadvertently omitted.

FEI respectfully resubmits two original copies of Tariff Supplement J-1 for Commission endorsement, having made the following changes:

- Included a notation of the interim nature of the Tariff Supplement on the index page (J i);
- Insertion of the word interim on the title page (i)
- Insertion of the word interim on the footer of all pages; and
- Addition of the diagram to Exhibit D (for a total of 4 pages to Exhibit D and a total of 28 pages for the entire Tariff Supplement J-1)

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<sup>1</sup> Formerly Terasen Gas Inc.

FEI respectfully requests return of one endorsed copy for FEI's records.

If you have any questions or require further information related to this Application, please do not hesitate to contact Paul Craig at (604) 592-7459.

Yours very truly,

**TERASEN GAS INC.**

***Original signed by: Paul Craig***

**For:** Diane Roy

Attachment

cc (e-mail only): Registered Parties

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J-1	Waste Management of Canada Corporation - Amended and Restated CNG Fueling Station Installation and Operating Agreement  <b>Interim Tariff Supplement</b> - Pursuant to the British Columbia Utilities Commission Order No. G-6-11, Waste Management of Canada Corporation Tariff Supplement has been established as interim, effective January 14, 2011. The interim Tariff Supplement will remain in effect until addressed by further order of the Commission. The interim rates are subject to refund with interest at the average prime rate of FortisBC Energy Inc.'s principal bank	01/04/11	01/03/21

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**INTERIM  
TARIFF SUPPLEMENT NO. J-1**

**COMPRESSED NATURAL GAS  
SERVICE AGREEMENT**

**BETWEEN**

**WASTE MANAGEMENT OF CANADA CORPORATION**

**AND**

**TERASEN GAS INC.**

**Effective January 14, 2011**

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## AMENDED AND RESTATED

### CNG FUELING STATION INSTALLATION AND OPERATING AGREEMENT

This amended and restated Agreement (this "Agreement") is dated as of the 17<sup>th</sup> day of ~~February~~ 2011 (the "Effective Date") by and between Waste Management of Canada Corporation ("WM"), and Terasen Gas Inc. ("Terasen"). WM and Terasen may be referred to herein as a "Party" individually and the "Parties" collectively.

### RECITALS

**WHEREAS**, the Parties entered into a CNG Fueling Station Installation and Operating Agreement dated December 3, 2010 (the "Original Agreement").

**WHEREAS**, pursuant to the Original Agreement, WM currently owns property located at 2330 United Boulevard, Coquitlam, British Columbia (the "Property") and from which WM shall operate a fleet of compressed natural gas ("CNG")-fueled refuse trucks (each a "Vehicle" and together the "Vehicles");

**WHEREAS**, pursuant to the Original Agreement, Terasen shall install, operate and maintain a Fueling Station (as defined in Exhibit B therein) utilizing CNG at the Property, and WM has granted Terasen an irrevocable license to access and use that portion of the Property identified on Exhibit A attached thereto (the "Operating Area") in order for Terasen to install and maintain the Fueling Station within the Operating Area, upon the terms set forth therein;

**WHEREAS**, pursuant to the Original Agreement, WM has granted Terasen the exclusive right to provide the CNG to be dispensed at the Fueling Station, upon the terms and subject to the conditions set forth therein; and

**WHEREAS**, pursuant to Order G-6-11 of the British Columbia Utilities Commission, dated January 14, 2001, the Parties wish to amend and restate the Original Agreement.

### AGREEMENT

NOW THEREFORE, in consideration of the respective covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and shall terminate on the date that is ten (10) years after the Effective Date (the "Initial Term") unless earlier terminated as set forth herein. Upon the completion of the Initial Term, Terasen shall have the right to renew this Agreement, for an additional ten (10) years by notifying WM of its intent to renew not less than ninety (90) days prior to the end of the Initial Term, and subject to WM's purchase right as described in Section 9(b).

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**2. Access to Fueling Station.**

(a) **Grant of License.** WM hereby grants to Terasen, its employees, contractors, agents, invitees and licensees, during the term of this Agreement (including any renewal periods or extensions), an irrevocable license to install the Fueling Station upon the Operating Area and to enter upon and use the Operating Area and to have continued access to the Operating Area over the Property, with or without vehicles, supplies, machinery or equipment for the purposes of installing and maintaining the Fueling Station in accordance with this Agreement. WM agrees not to do or knowingly permit to be done anything which may, in the reasonable opinion of Terasen, interfere with Terasen's license rights hereunder or injure the Fueling Station or damage the operating efficiency of the Fueling Station or create any hazard. There are no implied licenses under this Agreement, and any rights not expressly granted are reserved. Neither Party shall exceed the scope of the licenses granted hereunder.

(b) **Change to Ownership of Operating Area.** WM shall be free to sell or otherwise transfer title of the Property and/or the Operating Area during the term of this Agreement (including any renewal periods or extensions) so long as:

(i) WM causes the purchaser or transferee to enter into an assumption agreement with Terasen, in a form satisfactory to Terasen, acting reasonably, causing such purchaser or transferee to assume all of WM's obligations under this Agreement;

(ii) such purchaser or transferee continues to grant Terasen the license set forth in Section 2(a) of this Agreement; and

(iii) WM obtains the prior written consent of Terasen to such sale or transfer, which consent shall not be unreasonably withheld.

Notwithstanding the above, nothing in this Agreement shall preclude or prevent WM from selling or disposing of its any business assets, which sale or disposal does not include a change in ownership of the Property and/or the Operating Area and does not interfere with the operation of Fueling Station or impede Terasen's access to the Fueling Station. The minimum purchase requirements set forth in Section 7(c) of this Agreement shall survive any change in ownership of the Property and/or Operating Area.

**3. Installation of Fueling Station.**

(a) **Design Documents.** Terasen shall work cooperatively with WM to develop the design of the Fueling Station. Terasen shall draft and propose design documents (the "Initial Design Documents") for WM's approval, which shall, in sufficient detail, describe and document the Fueling Station along with a timeline for completing the Fueling Station. The Initial Design Documents shall describe and document a Fueling Station that meets the minimum specifications set forth in Exhibit B (the "Specifications"). Terasen is responsible for the review of the Initial Design Documents with WM and for providing information to WM so that the Initial Design Documents contain all of WM's reasonable requirements for the Fueling Station. WM shall have the right to request changes to the



Initial Design Documents if and only if the Initial Design Documents do not meet the Specifications and any other reasonable WM requirements. The Initial Design Documents that have been approved by WM are attached to this Agreement as Exhibit D (the "Final Design Documents") shall adhere in all respects to all requirements related to any necessary permits and all existing WM permits as disclosed by WM to Terasen.

(b) **Permits and Approvals.** Except as otherwise specified herein, all construction-related permits and other Approvals, if any, relating to the Fueling Station shall be applied for and obtained by Terasen, at Terasen's sole expense. For purposes of this Agreement, "Approvals" shall mean all consents, permits, rights of way, filings, orders, or other approvals necessary in connection with the ownership, operation, maintenance, repair, improvement, or construction of the Fueling Station. The term Approval is intended to be broad and not restrictive and sufficient to cover all governmental consents and approvals, building and construction permits, environmental permits, zoning changes or variances, affecting or necessary for the operation, maintenance, or repair of the Fueling Station contemplated herein.

(c) **Construction.** Construction of the Fueling Station, in accordance with the Final Design Documents, shall commence within ten (10) days of WM's approval of the Final Design Documents, provided however that Terasen will endeavour to complete the construction of the Fueling Station within the scheduled dates set forth in the in the Final Design Documents, as may be adjusted by the mutual agreement of the Parties. Construction shall be completed by Terasen, and Terasen shall perform its obligations hereunder in compliance with all Approvals and all applicable laws and regulations, utilizing such sub-contractors as are required to complete the construction.

(d) **WM's Responsibilities.** WM shall provide the necessary electrical supply and shall be responsible for the ongoing costs of such electrical supply, to operate the Fueling Station (including any necessary permits specifically related to the electrical supply), which supply shall be brought to the battery limits of the Fueling Station. In addition, WM shall be responsible for certain other site improvements, as specifically set forth in Exhibit C (the "WM Site Improvements").

(e) **Cost of Fueling Station.** All costs associated with the design, construction, permitting, and maintenance of the Fueling Station shall be borne exclusively by Terasen, except for the electrical supply costs set forth in Section 3(d) and the WM Site Improvements specifically identified in Exhibit C.

(f) **Inspection of Fueling Station.** WM shall have the right, during normal business hours, to inspect the Fueling Station construction and installation to ensure compliance with the approved Final Design Documents and this Agreement.

(g) **Progress Reports.** Terasen shall provide WM with periodic written reports regarding the progress of the construction and installation of the Fueling Station in such detail and frequency as is reasonably required by WM.

(h) **Notice of Delays.** Terasen shall promptly notify WM of any delays in the progress of the construction and installation of the Fueling Station that would delay the schedule set forth in the Final Design Documents.

(i) **Upgrades.** Terasen shall be solely responsible for any upgrades to the Fueling Station due to the expansion of WM's fleet of Vehicles beyond twenty (20) Vehicles and/or increases in capacity required to meet the demands of Other Users (as defined herein). Upgrades required by WM shall be carried out by Terasen in accordance with this Section 3 and shall be performed within a reasonable timeframe that provides WM with no interruption in its ability to fuel WM's own Vehicles. The impact of requested upgrades upon pricing and other terms of this Agreement is addressed in Section 7(d) below.

**4. Ownership, Maintenance, Operation, Security, and Safety.**

(a) **Ownership of Fueling Station.** With the exception of the WM Site Improvements set forth in Exhibit C, in which WM shall retain all right, title and interest in and to, Terasen will retain all right, title and interest in and to the Fueling Station and all equipment supplied by Terasen whether or not the Fueling Station or the equipment (or any part thereof) is affixed to the Property and WM acknowledges and agrees that notwithstanding any rule of law or equity to the contrary, the Fueling Station shall not be considered a fixture. With the exception of the WM Site Improvements, WM shall have no right, title or interest in the Fueling Station and equipment supplied by Terasen other than the right to operate the Fueling Station in accordance with the terms and conditions of this Agreement, unless or until such time as WM acquires ownership of the Fueling Station and related equipment as contemplated in this Agreement.

(b) **Maintenance of Fueling Station.** Terasen shall, at its sole expense, repair and maintain in good working order, the Fueling Station and related equipment, in accordance with the manufacturers' recommended maintenance schedules for the Fueling Station and related equipment, the Specifications, all applicable laws and regulations, all Approvals and the reasonable requirements of WM, subject to the following:

(i) all labour required to fuel the Vehicles at the Fueling Station and all electrical costs related to the operation of the Fueling Station shall be the responsibility of WM, at WM's sole cost; and

(ii) Terasen shall use commercially reasonable efforts to provide maintenance to the Fueling Station and related equipment and complete repairs of the Fueling Station and related equipment within twenty-four (24) hours of notice of need for such repair from WM, provided however that Terasen is not responsible for any loss or damages arising from delay or loss of services hereunder.

Notwithstanding the foregoing, WM shall be responsible for costs and expenses incurred by Terasen to repair any damage to the Fueling Station and related equipment resulting from:

(iii) the negligent operation of the Fueling Station by WM or its agents; or

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(iv) any and all damage to the Fueling Station arising directly or indirectly from the acts or omissions of WM or its agents or other persons for whom at law WM is responsible.

(c) **Review of Maintenance Records.** Upon reasonable notice, WM shall have the right to review all maintenance records in respect of the Fueling Station.

(d) **Operation of the Fueling Station.** WM shall be responsible for providing all labour with respect to the fueling operations of the Fueling Station and shall dispense CNG in accordance with the dispensing information provided by the equipment manufacturer, all Approvals, all applicable laws and regulations, and any reasonable requirements of Terasen with respect to the Fueling Station.

(e) **Operating Permits and Approvals.** Terasen shall, at Terasen's cost, be responsible for obtaining and maintaining any licenses, permits, or Approvals required to be obtained by Terasen for the operation of the Fueling Station.

(f) **Security.** WM shall be responsible for ensuring adequate security for the Fueling Station. WM shall comply with reasonable requests by Terasen with respect to security, which may include, without limitation, locked perimeter fencing and periodic patrol by security personnel. Notwithstanding the foregoing, security measures related to the Fueling Station shall not interfere with WM's normal operations.

(g) **Safety.**

WM and each of its employees, contractors and agents shall:

(i) be responsible for the protection and security of individuals operating the Vehicles and individuals fueling the Vehicles; and

(ii) permit only its employees and agents who have received the designated safety training from Terasen to fuel vehicles at the Fueling Station; and

Terasen and each of its employees, contractors and agents shall:

(i) comply with all WM site safety procedures and operational rules with respect to the Operating Area and WM's adjacent operations and complete all related training reasonably required by WM respecting same; and

(ii) Terasen shall provide safety training to WM with respect to fueling vehicles at the Fueling Station and shall provide such additional training as reasonably required by WM.

**5. Use of the Fueling Station By Other Users.** Terasen and WM intend to make the Fueling Station available to third party commercial users who shall be mutually agreed to by the Parties ("Other Users"). The terms and conditions for providing service to Other Users and the related revenue sharing arrangements will be defined in a separate agreement to be established by

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the Parties, the terms and conditions of which shall be negotiated in good faith and subject to the necessary BCUC approvals.

**6. WM's Right to Purchase Fueling Station.** WM shall have the right to purchase the Fueling Station from Terasen for an amount not greater than the un-depreciated book value of the then-existing Fueling Station upon the occurrence of any of the following events:

- (a) Terasen is unable or unwilling to expand the Fueling Station to meet the increased demand from WM and or Other Users beyond a capacity to service at least 50 CNG vehicles; or
- (b) Terasen does not renew this Agreement at the end of the Initial Term.

In the event WM wishes to exercise its purchase option under this Section 6, it shall provide Terasen with written notice and the parties shall work in good faith to complete a transfer of ownership within forty-five (45) days of such notice, and upon consummation of such transfer, this Agreement shall terminate.

**7. Supply of Natural Gas and Fueling Charges.**

(a) **Supply of Natural Gas.** WM shall have the right to purchase natural gas ("NG") either from Terasen or from a natural gas marketer at WM's discretion, subject to the terms and conditions of Terasen's then-existing rates and tariffs, as approved by the British Columbia Utilities Commission (the "BCUC"). During the Initial Term and any renewal periods or extensions, Terasen shall have the exclusive right and obligation to deliver NG dispensed at the Fueling Station.

(b) **Fueling Charges.** In addition to any fees or charges related to the supply of NG as contemplated in Section 7(a), in exchange for the compression, dispensing, maintenance, and repair services provided by Terasen at the Fueling Station, WM agrees to pay the following charges (the "Fueling Charges") as follows:

(i) \$5.31 per gigajoule (GJ) for all NG compressed and delivered via the Fueling Station to WM ("Fueling Station NG") during the first year after the Fueling Station becomes operational (the "Base Price");

(ii) the Base Price plus an increase of 2% per year for each operating year thereafter during the Initial Term;

(iii) in the event that WM purchases more than 1,583 GJ of Fueling Station NG in any month, the price for such NG in excess of 1,583 GJ of Fueling Station NG shall be 25% of the price determined by Section (b)(i) and/or (b)(ii) above;

(iv) in the event this Agreement is renewed beyond the Initial Term, then the Base Price for Fueling Station NG in subsection (b)(i) above shall be \$5.37 per GJ and shall not be escalated during the extension term as contemplated in Section (b)(ii) above. This Base Price of \$5.37 per GJ assumes a volume of 19,000 GJ per year.

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If additional capital is required to expand the station or there are material changes to annual volume of Fueling Station NG, then the parties will negotiate in good faith as adjustment to the Base Price during the extension period.

The Fueling Charges shall be based on the NG meter reading for NG compressed and delivered via the Fueling Station, which meter reading shall be conducted by Terasen.

(c) **Minimum Quantity of CNG.** Beginning on the first month after the Fueling Station becomes operational, WM agrees to purchase from Terasen a minimum of 1,583 GJ of Fueling Station NG per month at the price set forth in Section 7(b). Such requirement shall be waived during periods in which (i) the Fueling Station is inoperable or does not meet the Specifications (provided that such failure is not the fault of WM), or (ii) WM is unable to use the Fueling Station or otherwise operate its CNG Vehicles due to a Force Majeure Event (defined below). For purposes of this Agreement "Force Majeure Event" shall mean any one or more of the following events: war or hostilities; riot or civil commotion; earthquake, major flood not foreseeable in the area of the Fueling Station, forest fire or suspensions of work ordered by the Ministry of Forests (or other such governmental agency), or other natural physical disaster preventing or impairing the use of the Fueling Station; strike, slowdown, lock-out or other industrial action. An event shall only be considered a Force Majeure Event if such event is a major disabling event or circumstance in relation to the normal operations of the Party concerned as a whole which is beyond the reasonable control of the Party directly affected and results in a material delay, interruption, or failure by such Party in carrying out its duties, covenants, or obligations under this Agreement. Lack of money, financing, or credit to resolve such contingencies shall not be deemed a Force Majeure Event. A Party whose performance is prevented by Force Majeure must provide notification to the other Party. Initial notification may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible.

(d) **Other Adjustments to Price of CNG.** In the event that WM purchases more than an average of 2,000 GJ of Fueling Station NG per month over a six (6)-month period, WM may renegotiate the Base Price of CNG in Section 7(b) going forward, and each Party hereby agrees to negotiate such price in good faith, such price to be subject to the necessary BCUC approvals. In the event that WM requests an expansion and Terasen, at its cost, expands the Fueling Station to meet increased demand from WM or Other Users beyond a capacity to service at least 50 CNG vehicles, then Terasen may renegotiate the Base Price of Fueling Station NG going forward, and each Party hereby agrees to negotiate such price in good faith. Each of the Parties acknowledge and agree that the Base Price and all increases pursuant to Section 7(b) are intended to estimate the cost of service of the Fueling Station over twenty (20) years and any adjustments to the Base Price of NG pursuant to this Section 7(d) shall be consistent with such cost of service.

(e) **Invoicing and Payment Terms.** On or about the 15<sup>th</sup> day of each month, Terasen shall deliver to WM a statement showing the amounts due from WM pursuant to this Section 7. WM shall review each statement and promptly report any errors. All statements shall be final and binding unless questioned within one (1) year of the date of the statement, unless such errors are determined to be intentional. Payment of all



amounts shall be due within thirty (30) days of the date the statement is received by WM. Balances which remain unpaid for more than thirty (30) days from such date shall be subject to interest at the rate of one and one half percent (1.5%) per month (19.5% per annum), or the maximum rate allowable by law, whichever is lower. All prices and dollar figures set forth in this Agreement are in Canadian dollars, unless specified otherwise. All payments are to be made in Canadian Dollars.

(f) **Right to Review.** WM shall have the right to review the meter reading and dispensing records in respect of NG delivered to the Fueling Station and CNG dispensed from the Fueling Station, and any other records directly related to performance of this Agreement in order to verify invoices and compliance with this Agreement. Such review shall be conducted at WM's expense, unless such review shows errors in either amounts invoiced to WM or quantities of CNG used by WM which exceed two percent (2%).

8. **[this section intentionally deleted]**

9. **Termination.**

(a) **Termination by WM for Cause:** Terasen shall be in default of this Agreement if Terasen: (a) becomes insolvent; (b) files any proceeding in bankruptcy, or acquires the status of a bankrupt; (c) has a receiver or receiver manager appointed with respect to it or any of its assets; or (d) seeks the benefit of any statute providing protection from creditors. Terasen shall also be in default of this Agreement if Terasen breaches any material provision of this Agreement, which shall include, without limitation, failure to comply with applicable laws and regulations and the Approvals as provided in this Agreement, provided: (i) WM provides Terasen with written notice of breach and a thirty (30) day period within which to cure such breach ("Cure Period"); and (ii) Terasen fails to cure each such breach by the expiry of the Cure Period. Except with regard to Terasen's obligation to make payment due under the Agreement, if Terasen is unable or fails by reason of Force Majeure to perform in whole or in part any obligation or covenant set forth in this Agreement, such inability or failure shall be deemed not to be a breach of such obligation or covenant and the obligations of both parties under this Agreement shall be suspended to the extent necessary during the continuation of any inability or failure so caused by such Force Majeure.

If Terasen is in default of this Agreement, WM may, at its option and without liability therefore or prejudice to any other right or remedy it may have, suspend or refuse to make any payments due hereunder until the default has been fully remedied, and no such suspension or refusal shall relieve Terasen from any of its obligations under this Agreement and WM may undertake the necessary steps to remedy Terasen's default at Terasen's sole expense, which reasonable costs shall be deducted from the Fueling Charges, and such actions shall not relieve Terasen from any of its obligations under this Agreement or, at WM's option, and without any liability, WM may terminate this Agreement and purchase the Fueling Station for a price equivalent to the un-depreciated capital cost of the Fueling Station at the expiry of the Initial Term, which the Parties agree is \$421,127 CDN, without prejudice to any other right WM may have hereunder or at law or otherwise.

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**(b) Termination by Terasen for Cause.** WM shall be in default of this Agreement if WM: (a) becomes insolvent; (b) files any proceeding in bankruptcy, or acquires the status of a bankrupt; (c) has a receiver or receiver manager appointed with respect to it or any of its assets; or (d) seeks the benefit of any statute providing protection from creditors. WM shall also be in default of this Agreement if WM breaches any material provision of this Agreement, which shall include, without limitation, (a) failure to provide access to and use of the Operating Area in accordance with section 2(a), (b) sale of the Property and/or Operating Area except in accordance with section 2(b), (c) failure to purchase the minimum quantity of CNG as provided in section 7(c), (d) failure to make payment to Terasen when due and (e) failure to comply with applicable laws and regulations and the Approvals as provided in this Agreement, provided: (i) Terasen provides WM with written notice of breach and a Cure Period; and (ii) WM fails to cure each such breach by the expiry of the Cure Period. Except with regard to WM's obligation to make payment due under the Agreement, if WM is unable or fails by reason of Force Majeure to perform in whole or in part any obligation or covenant set forth in this Agreement, such inability or failure shall be deemed not to be a breach of such obligation or covenant and the obligations of both parties under this Agreement shall be suspended to the extent necessary during the continuation of any inability or failure so caused by such Force Majeure.

If WM is in default of this Agreement, Terasen may, at its option and without liability therefore or prejudice to any other right or remedy Terasen may have hereunder or at law or otherwise, (1) cease performing its obligations under this Agreement and no such actions shall relieve WM from any of its obligations under this Agreement and Terasen may undertake the necessary steps to remedy WM's default at WM's sole expense and such action shall not relieve WM from any of its obligations under this Agreement or, (2) remove the Fueling Station in whole or in part and, subject to sections 12 and 13 of this Agreement, restore that portion of the Operating Area directly impacted by such removal to as close to its original condition immediately prior to removal as is commercially reasonable at Terasen's expense, and terminate this Agreement, or (3) require WM to purchase the Fueling Station and terminate this Agreement and WM shall pay to Terasen a purchase price to be calculated as follows, which purchase price shall be payable to Terasen within 30 days of Terasen providing WM written notice of its intention to terminate this Agreement:

- (i) the un-depreciated book value of the then-existing Fueling Station; plus
- (ii) the present value of the earnings foregone by Terasen during the remainder of the Initial Term and the ten (10) year renewal period contemplated in section 1 of this Agreement, to be calculated by the parties in good faith, acting reasonably, based upon Terasen's regulated return on invested capital.

**(c) Termination at the Completion of the Initial Term.** If, at the expiry of the Initial Term, Terasen provides notice to WM that it wishes to exercise its right to renew this Agreement, but WM wishes to terminate this Agreement, WM may terminate this Agreement provided it purchases the Fueling Station from Terasen at a price to be



calculated as follows, which purchase price shall be payable to Terasen within 30 days of WM providing Terasen written notice of its intention to terminate this Agreement:

- i. the un-depreciated capital cost of the Fueling Station at the completion of the Initial Term, which the Parties agree is \$421,127 CDN; plus
- ii. the present value of the earnings foregone by Terasen during the ten (10) year renewal period contemplated in section 1 of this Agreement, to be calculated by the parties in good faith, acting reasonably, based upon Terasen's regulated return on invested capital.

**10. Representations and Warranties of Terasen.** Terasen represents, warrants and covenants as follows:

- (a) **Authority to enter Agreement.** Subject to the necessary approvals of this Agreement by the BCUC, Terasen has the full right, power and authority to enter into this Agreement.
- (b) **Corporate Action.** All necessary corporate action on the part of Terasen has been taken to authorize and approve the execution and delivery of this Agreement and the performance by Terasen of its obligations hereunder.
- (c) **Breach of Law.** To the best of Terasen's knowledge and subject to section 15(b), this Agreement and the performance of Terasen's obligations under this Agreement do not breach any provisions of any other agreement or law that is binding on or applicable to Terasen as of the date of this Agreement.
- (d) **Claims.** As of the date of this Agreement, there are no outstanding claims, suits, or proceedings or other service projects that would in any way conflict with Terasen's or its employees' performance of Terasen's obligations set forth herein. Terasen shall promptly notify WM if any such claim, suit, or proceeding is instituted against Terasen.
- (e) **Performance.** Terasen has expertise in the construction of CNG fueling stations and CNG fueling station operations and shall perform its obligations hereunder in compliance with all applicable laws.
- (f) **Compliance with Laws.** Terasen and its employees, agents, representatives, and subcontractors are and shall at all times remain in compliance with all rules and regulations, if any, applicable to the Fueling Station and all applicable laws.
- (g) **Errors or Omissions:** Terasen is responsible for any negligent errors or omissions committed by itself and any of its employees, or subcontractors, and Terasen shall be responsible for and shall bear all reasonable costs and expenditures of any corrective action required to be taken by WM as a result of any such errors or omissions.

**11. Representations and Warranties of WM.** WM represents, warrants and covenants as follows:

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- (a) **Authority to enter Agreement.** WM has the full right, power and authority to enter into this Agreement.
- (b) **Corporate Action.** All necessary corporate action on the part of WM has been taken to authorize and approve the execution and delivery of this Agreement and the performance by WM of its obligations hereunder.
- (c) **Breach of Law.** To the best of WM's knowledge, this Agreement and the performance of WM's obligations under this Agreement do not and shall not breach any provisions of any other agreement or law that is binding on or applicable to WM as of the date of this Agreement.
- (d) **Claims.** As of the date of this Agreement, there are no outstanding claims, suits, or proceedings or other service projects that would in any way conflict with WM's or its employees' performance of WM's obligations set forth herein. WM shall promptly notify Terasen if any such claim, suit, or proceeding is instituted against WM.
- (e) **Ownership of the Property.** WM is the owner of the Property and has the power, capacity and authority to grant the license rights to Terasen as set forth in Section 2(a).
- (f) **Compliance with Laws.** WM and its employees, agents, representatives, and subcontractors are and shall at all times remain in compliance with all rules and regulations, if any, applicable to the Fueling Station and all applicable laws.
- (g) **Errors or Omissions.** WM is responsible for any negligent errors or omissions committed by itself and any of its employees, or subcontractors, and WM shall be responsible for and shall bear all reasonable costs and expenditures of any corrective action required to be taken by Terasen as a result of any such errors or omissions.

**12. Environmental Indemnity.**

- (a) "Contaminants" shall be defined as meaning collectively, any contaminant, toxic substances, dangerous goods, or pollutant or any other substance which when released to the natural environment is likely to cause, at some immediate or future time, material harm or degradation to the natural environment or material risk to human health, and includes any radioactive materials, asbestos materials, urea formaldehyde, underground or aboveground tanks, pollutants, contaminants, deleterious substances, dangerous substances or goods, hazardous, corrosive or toxic substances, hazardous waste or waste of any kind, pesticides, defoliants, or any other solid, liquid, gas, vapour, odour or any other substance the storage, manufacture, disposal, handling, treatment, generation, use, transport, remediation or release into the environment of which is now or hereafter prohibited, controlled or regulated under environmental laws.
- (b) Notwithstanding any other provision of this Agreement, Terasen shall release and indemnify WM and its directors, officers, employees, agents, successors, and permitted assigns from any and all liabilities, actions, damages, claims (including remediation cost

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recovery claims), losses, costs, orders, fines, penalties, and expenses whatsoever (including all consulting and legal fees and expenses on a solicitor-client basis and the cost of remediation of the Operating Area) arising from or in connection with any release or alleged release of any Contaminants related to any act or omission of Terasen, or any person for whom it is in law responsible, in constructing, installing, or maintaining the Fueling Station. WM, its affiliates, officers, directors, and employees do not hereby waive or surrender any other indemnity available to it under any applicable law.

(c) Notwithstanding any other provision in this Agreement, WM shall release and indemnify Terasen and its directors, officers, employees, agents, successors, and permitted assigns from any and all liabilities, actions, damages, claims (including remediation cost recovery claims), losses, costs, orders, fines, penalties, and expenses whatsoever (including all consulting and legal fees on a solicitor-client basis and the cost of remediation of the Operating Area) arising from or in connection with:

- i. any release or alleged release of any Contaminants at or from the Property including without limitation the Operating Area except to the extent that such release was a direct result of the acts or omissions of Terasen or any person for whom it is in law responsible in carrying out its obligations under this Agreement; or
- ii. the presence of any Contaminants on or off the Property before or after the Effective Date of this Agreement except to the extent that the presence of such Contaminants is a direct result of the acts or omissions of Terasen or any person for whom it is in law responsible in carrying out its obligations under this Agreement.

Terasen, its affiliates, officers, directors, and employees do not hereby waive or surrender any other indemnity available to it under any applicable law.

**13. Environmental Representations and Warranties.** WM represents and warrants to Terasen that to the best of its knowledge there are no actions, proceedings, investigations, claims (including remediation cost recovery claims) pending, or threatened, that would interfere with Terasen's use of or access to the Fueling Station or the Operating Area or that relate to the presence of Contaminants in, under or migrating to or from the Operating Area or the Property. WM acknowledges and agrees that Terasen is not responsible and shall not be responsible for any Contaminants now present, or present in the future, in, on or under the Property, or that may or may have migrated on or off the Property except to the extent that the presence of such Contaminants is a direct result of the acts or omissions of Terasen or person for whom it is in law responsible in carrying out its obligations under this Agreement.

**14. Indemnification.**

(a) Each Party agrees to indemnify, defend, and hold harmless the other Party, its officials, officers, and employees, from and against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to persons or damage to property of third persons, arising out of or in any way connected with the negligent acts

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or omissions, willful misconduct or the misrepresentations of the indemnifying Party or its employees, officials, and contractors in constructing, improving, maintaining, repairing, and operating the Fueling Station or the equipment, or with respect to any material breach of this Agreement. Such indemnification shall not apply to claims, liabilities, actions, or other damages to the extent caused by any negligent act or omission or misrepresentation on the part of the other Party or its employees, officials, agents, contractors, or subcontractors.

(b) Each Party's liability to the other Party pursuant to Section 14(a) shall be limited to direct damages not to exceed \$700,000 over the term of this Agreement (including any renewal periods or extensions). Each Party has a duty to mitigate the damages that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

(c) Notwithstanding the foregoing, in no event shall either Party be responsible or liable under Section 12 or this Section 14 for any indirect, consequential, punitive, exemplary, or incidental damages of the other or any third party arising out of or related to this Agreement, including but not limited to loss of profit, loss of revenue, or other special damages, even if such loss is directly attributable to the gross negligence or willful misconduct of such Party, its employees, or contractors.

**15. Conditions Precedent.** Terasen's obligation to carry out the transactions contemplated by this Agreement is subject to fulfillment of each of the following conditions on or before such date as may be specified, which conditions are for the sole benefit of Terasen, and which may be waived by Terasen in accordance with this Section 15:

(a) Terasen, within six (6) months of executing this Agreement, obtaining all consents, permits and approvals from regulatory or other applicable governmental authorities required to construct and operate the Fueling Station on terms and conditions which are satisfactory to Terasen acting reasonably having regard to its bona fide business interests.

If a condition set out in this Section 15 has not been satisfied on or before the date as may be specified for its fulfillment, Terasen may waive compliance with the condition in whole or in part, in its sole discretion, by written notice to WM, failing which delivery of written notice of satisfaction or waiver of such condition, this Agreement will be null and void, without liability between the parties hereto, and, neither party will be under any further obligation to the other to complete the transactions contemplated by this Agreement.

**16. Insurance Requirements of Terasen.** As of the Effective Date, Terasen shall maintain the following minimum insurance coverage with respect to its activities at the Fueling Station:

(a) Comprehensive General Liability Insurance, including contractor's contingent coverage, with limits of not less than \$2,000,000 per occurrence of bodily injury and \$2,000,000 per occurrence of property damage.

(b) Contractual Bodily Injury Liability and Contractual Property Damage Liability

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Insurance covering liability assumed under this Agreement with limits the same as that provided for Comprehensive General Liability Insurance, which coverage may be umbrella coverage.

(c) Pollution Liability Insurance with a \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, cleanup costs, and legal defense expense.

(d) All deductibles in the above- described insurance policies shall be at Terasen's sole risk.

(e) Terasen shall furnish WM with certificate(s) of insurance evidencing compliance with this Section 16, which certificate(s) shall provide that no material change in or cancellation or nonrenewal of the policies referred to herein shall occur without thirty (30) days' prior written notice to WM. Terasen shall cause WM to be named as an additional insured on all policies required under this Section 16. During the Initial Term of the Agreement and any renewals thereof, WM may, by written notice, require Terasen to obtain additional insurance or to alter or amend the insurance policies required under this Section 16 at WM's expense. Where Terasen fails to comply with the requirements of this Section 16, WM may take all necessary steps to affect and maintain the required insurance coverage at Terasen's expense.

**17. Insurance Requirements of WM.** As of the Effective Date, WM shall maintain the following minimum insurance coverage with respect to its activities at the Fueling Station:

(a) Comprehensive General Liability Insurance for bodily injury, death and property damage with limits of not less than \$5,000,000 per occurrence.

(b) With respect to the Vehicles, Automobile Liability Insurance with a limit of not less than \$5,000,000 per occurrence in respect of bodily injury, death and property damage, which policy shall extend to damage caused to the Fueling Station by the Vehicles.

(c) All deductibles in the above- described insurance policies shall be at WM's sole risk.

(d) WM shall furnish Terasen with certificate(s) of insurance evidencing compliance with this Section 17, which certificate(s) shall provide that no material change in or cancellation or nonrenewal of the policies referred to herein shall occur without thirty (30) days' prior written notice to Terasen. WM shall cause Terasen to be named as an additional insured on all policies required under this Section 17. During the Initial Term of the Agreement and any renewals thereof, Terasen may, by written notice, require WM to obtain additional insurance or to alter or amend the insurance policies required under this Section 17 at Terasen's expense. Where WM fails to comply with the requirements of this Section 17, Terasen may take all necessary steps to affect and maintain the required insurance coverage at WM's expense.

**18. Workers' Compensation Insurance.** Both Parties agree to maintain, at their respective expense, during the Initial Term and any renewals thereof, Workers' Compensation Insurance in

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accordance with the statutory requirements of British Columbia for all respective employees and engaged in any of the work or services under this Agreement and shall ensure that their respective contractors maintain the same.

**19. BCUC Approval.** WM acknowledges that Terasen is a public utility as defined in the Utilities Commission Act (British Columbia) and that this Agreement and the terms and conditions contained herein are subject to approval by the BCUC. In the event that this Agreement and/or the terms and conditions contained herein do not receive the necessary approvals of the BCUC on terms and conditions which are satisfactory to Terasen acting reasonably having regard to its bona fide business interests, the Parties agree to negotiate in good faith to mitigate each other's costs.

**20. Assignment.** Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, acting reasonably. Without limiting the foregoing, the Parties agree that either Party may assign this Agreement to any of its respective affiliated entities.

**21. No Liens.** Terasen shall not create, permit, or suffer to exist any liens on the Fueling Station or any equipment used therein, and should any such lien be filed, Terasen shall promptly bond or otherwise discharge the same.

**22. Relationship of Parties.** Terasen and the agents and employees of Terasen in the performance of this Agreement shall act in an independent capacity as independent contractors and not as officers or partners or employees or agents of WM. Nothing contained in this Agreement shall be construed to place the Parties in the role of partners or joint venturers and no Party shall have the power to obligate or bind any other Party in any manner whatsoever.

**23. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada.

**24. Dispute Resolution.**

(a) Where any dispute arises out of or in connection with this Agreement, including failure of the parties to reach agreement hereunder, the parties agree to try to resolve the dispute by participating in a structured mediation conference with a mediator under the National Arbitration Rules of the ADR Institute of Canada Inc. for Dispute Resolution.

(b) If the parties fail to resolve the dispute through mediation within thirty (30) days of the dispute arising, the unresolved dispute shall be referred to, and finally resolved or determined by arbitration under the National Arbitration Rules of the ADR Institute of Canada Inc. for Dispute Resolution. Unless the parties agree otherwise the arbitration shall be conducted by a single arbitrator.

(c) The arbitrator shall issue a written award that sets forth the essential findings and conclusions on which the award is based.

(d) If the arbitrator fails to render a decision within thirty (30) days following the final hearing of the arbitration, any Party to the arbitration may terminate the appointment of the



arbitrator and a new arbitrator shall be appointed in accordance with these provisions. If the parties are unable to agree on an arbitrator or the appointment of an arbitrator is terminated the matter provided for above, then any Party shall be entitled to apply to a judge of the British Columbia Supreme Court to appoint an arbitrator and the arbitrator so appointed shall proceed to determine the matter mutatis mutandis in accordance with the provisions of this section.

(e) The arbitrator shall have the authority to award

(i) money damages;

(ii) interest on unpaid amounts from the date due;

(iii) specific performance; and permanent relief.

(f) The costs and expenses of the arbitration, but not those incurred by the parties, shall be shared equally, unless the arbitrator determines that a specific Party prevailed. In such a case, the non-prevailing Party shall pay all costs and expenses of the arbitration, but not those of the prevailing Party.

(g) The parties shall continue to fulfill their respective obligations pursuant to this Agreement during the resolution of any dispute in accordance with this section.

**25. Attorneys' Fees.** In the event of any mediation or litigation between the Parties concerning any provision of this Agreement or the rights and obligations of any Party in relation thereto, the prevailing Party shall be entitled to an award for all costs incurred by reason of such mediation or litigation, including but not limited to reasonable attorneys' fees, payments owed to mediators, and fees and expenses of witnesses. The mediator or the trier of fact shall designate the prevailing Party.

**26. Notices.** Any notice, demand, offer, or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and shall be hand delivered or sent by certified mail, return receipt requested, or overnight courier to the other Party at such address as set forth below:

If delivered to WM:

Waste Management of Canada Corporation  
2330 United Boulevard  
Coquitlam, BC V3K 6S1  
Attn: Area Manager

With a copy to:

Don Wright  
General Counsel/Canada  
Waste Management of Canada Corporation  
117 Wentworth Court

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Brampton, ON L6T 5L4  
Canada

If delivered to the Terasen:

Terasen Gas Inc.  
16705 Fraser Highway  
Surrey, BC V4N E08  
Attention: Vito Triggiano

Each Party shall have the right to change the place to which notice shall be sent or delivered or the person to whose attention the notice is addressed, by similar notice sent in like manner to the other Party. Without limiting any other means by which a Party may be able to prove that a notice has been received by the other Party, a notice shall be deemed to be duly received:

- (a) if sent by hand, the date when left at the address of the recipient;
- (b) If sent by registered mail, the date of the return receipt; or
- (c) if sent by overnight courier, the date when receipt is acknowledged at the address of the recipient.

**27. Survival.** The following provisions shall survive the termination or expiration of this Agreement: Sections 12 through 14, 21, and 23 through 30.

**28. No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties, and is not intended to create any benefits to any third parties.

**29. Confidentiality.**

(a) All information or documentation received by a Party (the "Receiving Party") which has been specifically identified by other party (the "Disclosing Party") as confidential shall be deemed to be confidential and proprietary to the Disclosing Party. Except as otherwise provided herein, the Receiving Party shall not directly or indirectly disclose any such confidential information or documentation to any third party without the prior written consent of the Disclosing Party. Such consent is not required where the third party is another contractor or consultant retained by the Receiving Party for the purposes of a project and to the extent that such disclosure is necessary for the proper performance of this Agreement or to the extent that such disclosure is required by law.

(b) Notwithstanding the foregoing, the Receiving Party may use such confidential information in the preparation of and submissions to regulatory agencies.

(c) The obligation of confidentiality set out above shall not apply to material, data or information which is known to either Party prior to their receipt thereof, which is generally available to the public or which has been obtained from a third party which has the right to disclose the same. The confidentiality covenants of the Parties herein shall survive the termination of this Agreement.

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(d) Without limiting the generality of the foregoing, neither Party shall issue a press release or public announcement respecting any aspect of this Agreement contemplated herein without the consent of the other Party, acting reasonably.

**30. Miscellaneous.** This Agreement, along with the exhibits attached hereto, constitutes the complete and exclusive agreement and understanding between the Parties and supersedes all prior communications and agreements, whether oral or written. The Parties expressly agree that there are no other agreements, understandings, restrictions, warranties, and/or representations by, between and among the Parties relating to the subject matter of this Agreement other than those expressly set forth herein or herein provided for. This Agreement may only be modified by an instrument that is executed by each Party's duly authorized representative. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which collectively constitute one (1) and the same instrument. Fax copies shall be given the full force and effect as an original. Every provision in this Agreement is intended to be severable such that if any term or provision hereof is found to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement; *provided, however*, that in such event the Parties shall negotiate in good faith an amendment to this Agreement which shall as nearly as legally permissible achieve the result intended by the Parties in the term or provision which was determined to be illegal or invalid.

(signature page follows)

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the Effective Date.

"WM"  
WASTE MANAGEMENT OF CANADA  
CORPORATION

By: [Signature]

Name: Paula Rose

Title: Vice President

"TERASEN"  
TERASEN GAS INC.

By: [Signature]

Name: Doug Stout

Title: Vice President, Energy Solutions  
& External Relations

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**EXHIBIT A**

**OPERATING AREA**

[see attached]

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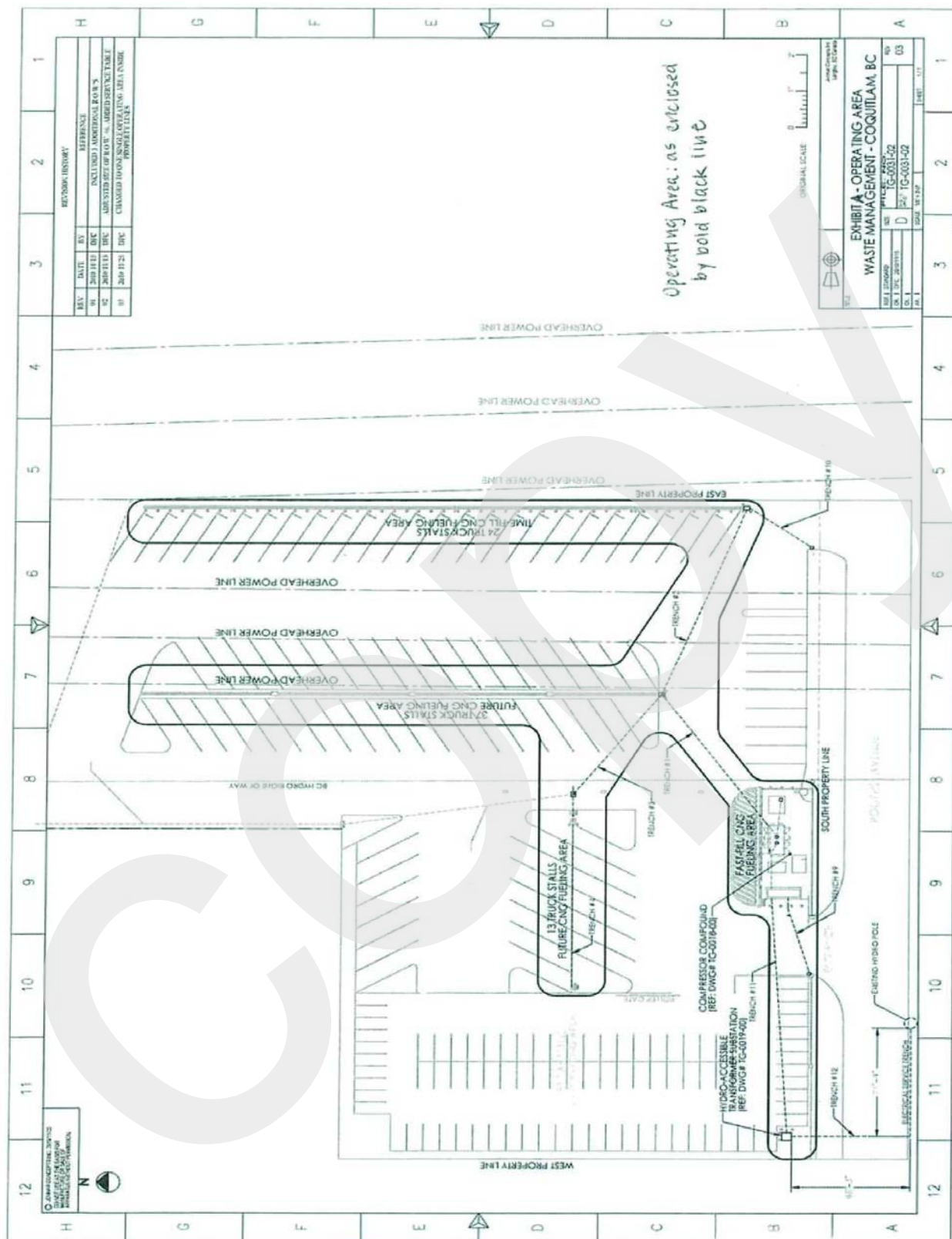
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**EXHIBIT B**  
**SPECIFICATIONS**

"Fueling Station" means a fueling station for the compression and dispensing of CNG, which shall include:

- Two compressors;
- High pressure storage, consisting of tanks, cylinders or spheres;
- A means of dispensing CNG into the Vehicles (slow fill);
- A means of providing (unattended) fast fill dispensing to a minimum of one truck fueling position, subject to agreement of the Parties; and such
- Other equipment and components as set forth in the Final Design Documents attached at Exhibit D.

The Fueling Station shall be designed and shall have compressor and dryer capacity sufficient to service at least 50 WM CNG-powered refuse vehicles, and with K-Rail sufficient to service 50 vehicles. The initial build out shall include posts/hoses to fuel at least 22 WM refuse vehicles (with the ability to add at least 40 additional posts/hoses in the future).

The Fueling Station shall have sufficient capacity to slow-fill a minimum of 50 WM CNG-powered refuse vehicles, provide a complete fill in 8 hours or less, and provide a minimum capability of delivering 3,600 psi to a Vehicle at each slow fill location.

All slow fill connectors shall conform to the fueling requirements of WM's vehicles.

The design of the Fueling Station shall contemplate and allow for the expansion of the Fueling Station to accommodate the expansions of WM's fleet of CNG vehicles and/or the increased needs of Other Users.

## EXHIBIT C

### **WM SITE IMPROVEMENTS**

WM shall be responsible for the costs associated with the following site improvements at the Property (the "WM Site Improvements"). Construction and/or installation of these WM Site Improvements may be performed directly by WM itself, or at WM's request, may be performed and provided by Terasen, who shall separately invoice WM for such work on a cost plus basis (with mark-up to be mutually negotiated and agreed upon by the parties prior to the commencement of any work).

The WM Site Improvements include the following specific items:

#### Electrical Service

power supply - 500 KVA transformer substation  
civil work/trenching, backfilling, compacting, asphalt patch on street/to kiosk for elec service  
electrical distribution system and transfer switch  
transfer switch and cam loc for emergency generator  
electrical kiosk - 9' high x 16' long x 5' wide  
distribution wire feeders to MCC, lighting panel metering, BCH conduits to PL, secondary feeders to load center, BCH approval manual transfer switch, 30 KVA lighting transformer, and future loads panel  
electrical permit  
other costs including freight, tool rental, design layout  
build electrical kiosk slab  
build 4 bollards for substation slab

#### Lighting for Yard

demolish 6 light pedestals/prepare/asphalt patch/remove light/pour 7 pedestals/install lights  
supply 3 new yard light poles to match existing poles - 1 unit of quad 4 x 400W light pole;  
run conduit runs/wiring and do final tie-in from elec kiosk, supply of disconnects/panels in kiosk  
trenching, wire/conduit installation, backfilling and asphalt patch for lighting conduit

#### Camera Installation

cameras installed on lighting poles  
camera underground runs and tie-in  
100 ft of trenching from pinch point to main building

#### Yard Work

installation of 34 K-rail barriers in middle of ROW in anticipation of future expansion  
install 8 concrete pit boxes  
supply/install 10 x 6" pipe bollards  
demolition of curb, dispose, prepare soil and asphalt  
install 8" drain pipe and 4 drains in existing drainage trench, backfill, compact and asphalt c  
seal coat parking lot  
asphalt repair of front entrance  
provide line and parking lot painting  
trenching back-filling, compacting, asphalt cover for conduit for lights/gate/cardlock  
24 wheel stops in truck parking stalls  
installation of north-south chain link fence, roller gate, & pedestrian gate for staff parking are  
supply, installation, conduit and ESD at choke point  
install wiring for gate and cardlock at two yard entrances  
engineering for drainage system  
conduit for future POS at fast fill post - FF Post to electrical kiosk

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**EXHIBIT D**

**FINAL DESIGN DOCUMENTS**

[see attached]

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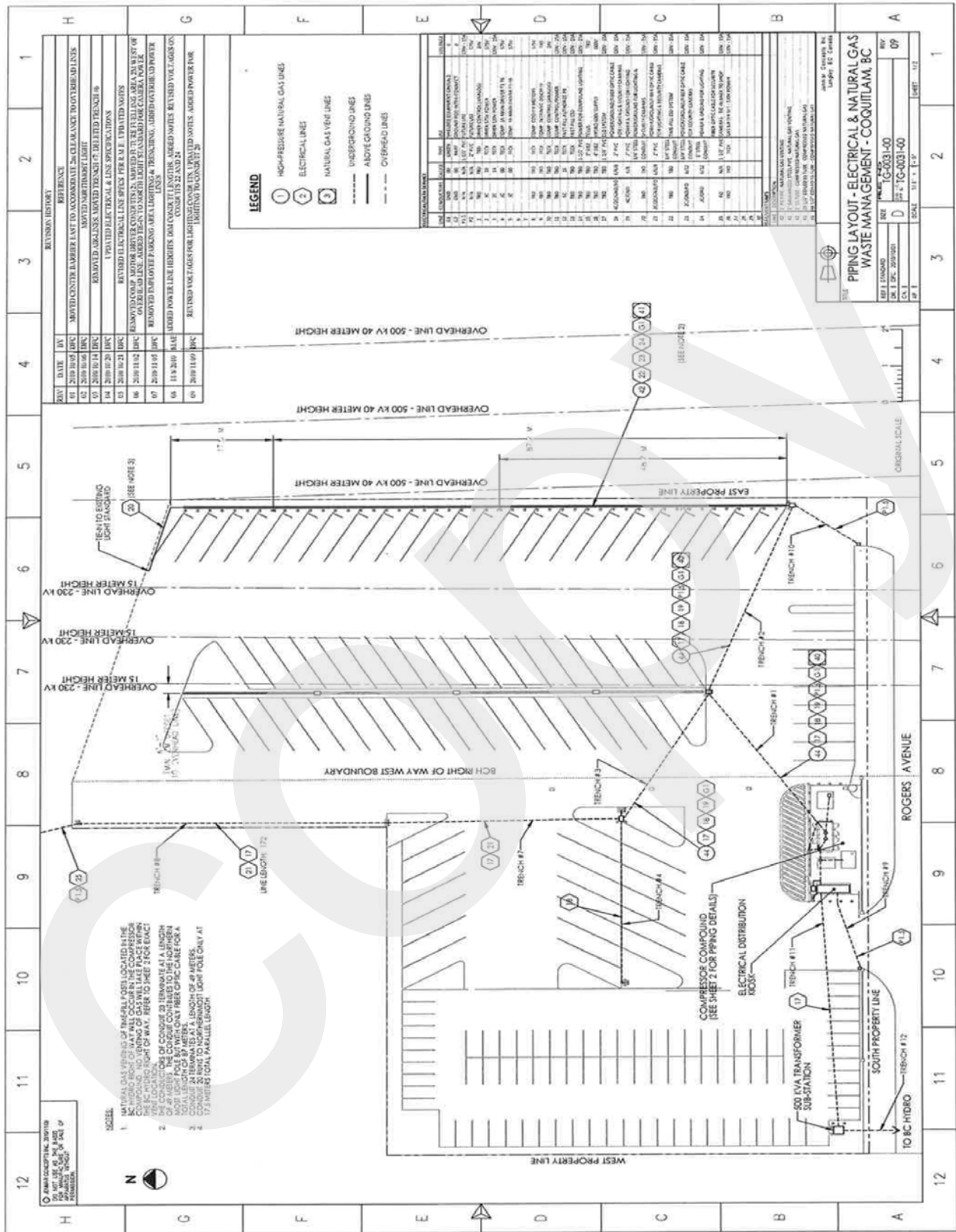
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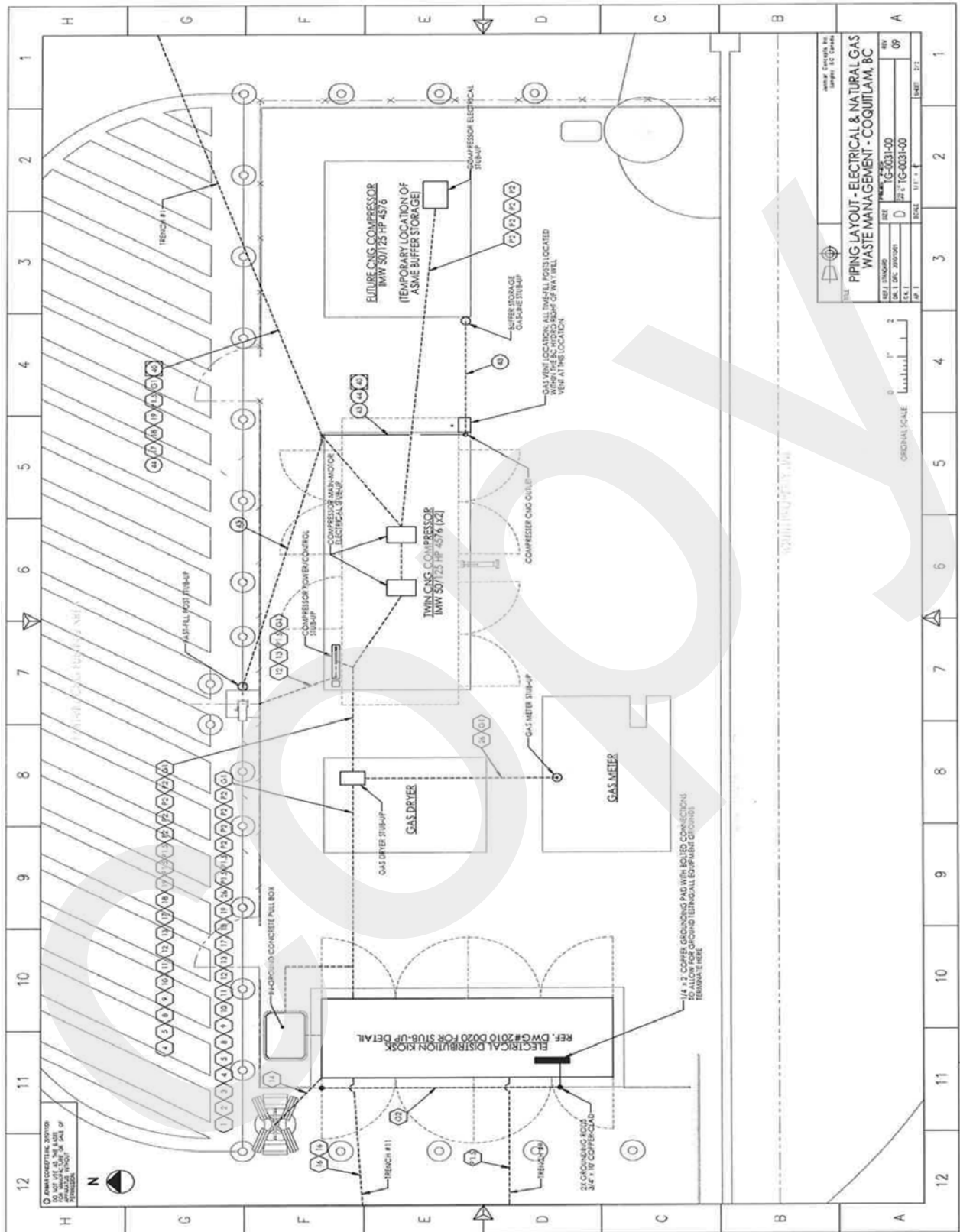


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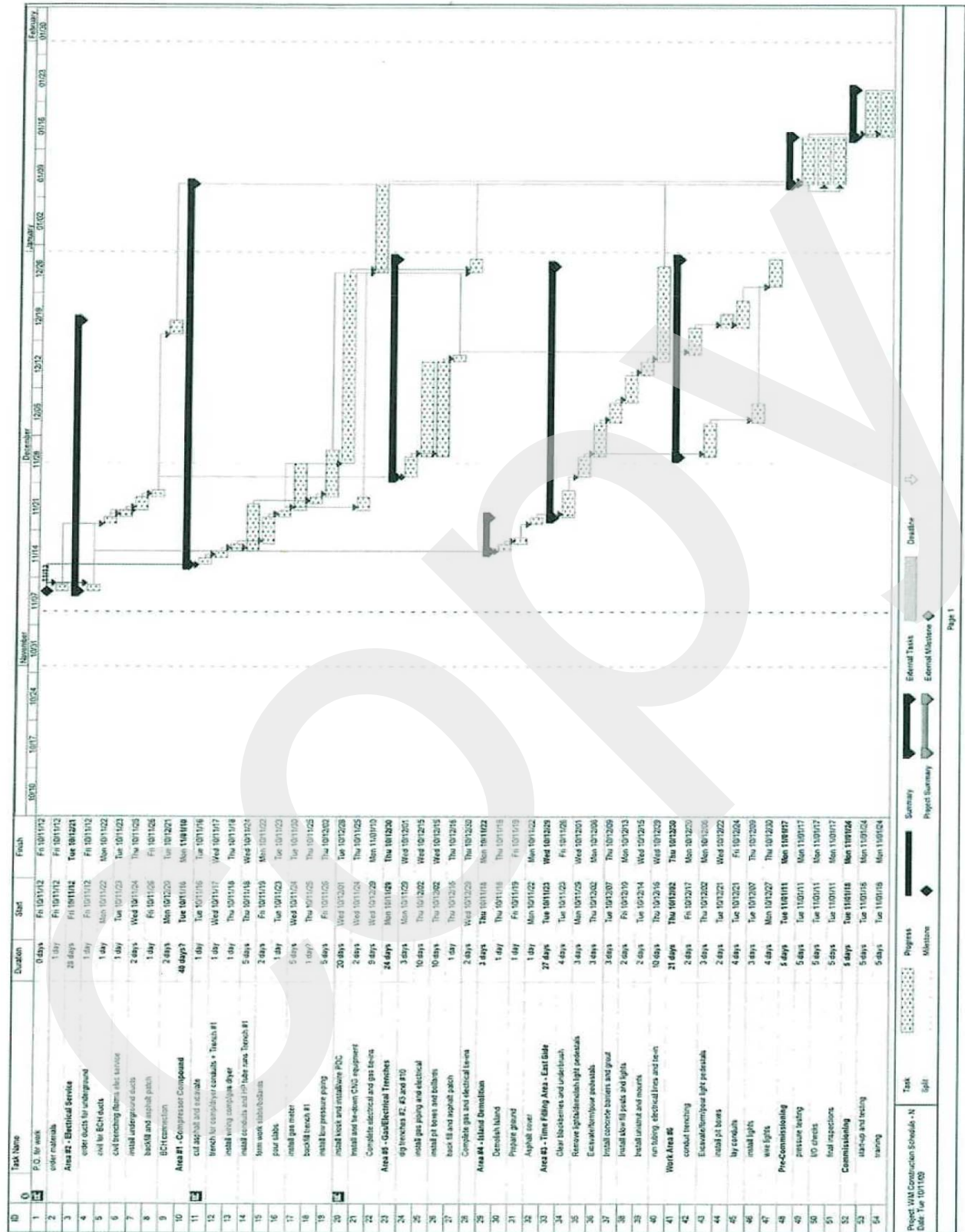
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## Fueling Station Scope

Item	Task
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### CNG SYSTEM

- |    |  |
|----|--|
| 1  | gas permit   |
| 2  | service right of way (SRW)   |
| 3  | K-rail on east side of lot   |
| 4  | 11 fill posts  |
| 5  | mount fill posts to K-rail   |
| 6  | vent back run with vent stack                                      |
| 7  | ESDs on K-rail   |
| 8  | fire extinguisher mounts and signage on K-rail                     |
| 9  | trenching, backfilling and asphalt patch for underground utilities |
| 10 | light pole for compressor compound                                 |
| 11 | safety bollards  |
| 12 | fencing  |
| 13 | CNG equipment - compressors, gas dryer, controls, etc.             |
| 14 | auto-dialer, high speed internet and/or phone lines                |
| 15 | safety signage   |
| 16 | concrete slabs   |
| 17 | gas supply process piping from meter thru to compressors           |
| 18 | high pressure piping & mechanical                                  |
| 19 | expansion high pressure piping and mechanical                      |
| 20 | electrical tie-in  |
| 21 | grounding system   |
| 22 | fast fill post   |
| 23 | in ground service pits   |
| 24 | expansion in ground service pits                                   |
| 25 | asphalt skirts Vs complete pad pour                                |
| 26 | low pressure piping and spool work                                 |
| 27 | storage modifications including tie-in to vent stack               |
| 28 | CNG module for Emergency Response Plan                             |
| 29 | safety - train the trainer   |
| 30 | gas service connection, meter set and slab                         |
| 31 | gas piping runs on north end of K-rail east and center barriers    |
| 32 | gas piping run to middle K-rail barriers                           |

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