

#6

12-0-0964

(Do Not Write Above This Line)

AN ORDINANCE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ACCEPT INFRASTRUCTURE IN THE AMOUNT OF \$2,148,000.00 FROM THE ATLANTA GAS LIGHT COMPANY FOR THE PURPOSE OF BUILDING COMPRESSED NATURAL GAS VEHICLE FUELING STATIONS FOR THE CITY OF ATLANTA; TO EXECUTE A SERVICE AGREEMENT AND AN EASEMENT AGREEMENT WITH ATLANTA GAS LIGHT FOR EACH COMPRESSED NATURAL GAS STATION LOCATED ON CITY PROPERTY; TO AUTHORIZE AUTOMATIC RENEWAL OF THE INITIAL TERM OF THE SERVICE AGREEMENT; TO AUTHORIZE THE FUNDING OF RELATED PROJECT COSTS FOR FISCAL YEAR 2013, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$750,000.00); TO BE CHARGED TO AND PAID FROM FDOA: 5402 (SOLID WASTE R & E FUND) 130501 (DPW SOLID WASTE ADMINISTRATION) 5212001 (CONSULTING/PROFESSIONAL) 4510000 (SOLID WASTE ADMINISTRATION); AND FOR OTHER PURPOSES.

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Referred To \_\_\_\_\_

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Action \_\_\_\_\_  
Fav, Adv, Hold (see rev. side) \_\_\_\_\_  
Other \_\_\_\_\_

FINAL COUNCIL ACTION  
 2nd Reading  
 1st & 2nd Reading  
 3rd Reading  
 Consent  
 V Vote  
 RC Vote

Committee City Utilities  
Date July 10 2012  
Chair [Signature]  
Action \_\_\_\_\_  
Fav, Adv, Hold (see rev. side) \_\_\_\_\_  
Other \_\_\_\_\_

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Action \_\_\_\_\_  
Fav, Adv, Hold (see rev. side) \_\_\_\_\_  
Other \_\_\_\_\_

Members \_\_\_\_\_  
Refer To \_\_\_\_\_

Members \_\_\_\_\_  
Refer To \_\_\_\_\_

CERTIFIED  
JUL 16 2012  
Atlanta City Council President  
MAYOR'S ACTION

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1<sup>ST</sup> ADOPT 2<sup>ND</sup> READ & REFER
- PERSONAL PAPER REFER

Date Referred \_\_\_\_\_  
Referred To: City Utilities  
7/2/12

Date Referred \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Date Referred: \_\_\_\_\_  
Referred To: \_\_\_\_\_

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Action \_\_\_\_\_  
Fav, Adv, Hold (see rev. side) \_\_\_\_\_  
Other \_\_\_\_\_  
Members \_\_\_\_\_  
**ADOPTED BY**  
JUL 16 2012  
**COUNCIL**  
Refer To \_\_\_\_\_

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Action \_\_\_\_\_  
Fav, Adv, Hold (see rev. side) \_\_\_\_\_  
Other \_\_\_\_\_  
Members \_\_\_\_\_  
Refer To \_\_\_\_\_

APPROVED  
JUL 25 2012  
WITHOUT SIGNATURE BY OPERATION OF LAW



*Natalyn M. Archibong*

12-0-0964

AN ORDINANCE  
BY COUNCILMEMBER NATALYN M. ARCHIBONG

AN ORDINANCE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ACCEPT INFRASTRUCTURE IN THE AMOUNT OF \$2,148,00.00 FROM THE ATLANTA GAS LIGHT COMPANY FOR THE PURPOSE OF BUILDING COMPRESSED NATURAL GAS VEHICLE FUELING STATIONS FOR THE CITY OF ATLANTA; TO EXECUTE A SERVICE AGREEMENT AND AN EASEMENT AGREEMENT WITH ATLANTA GAS LIGHT FOR EACH COMPRESSED NATURAL GAS STATION LOCATED ON CITY PROPERTY; TO AUTHORIZE AUTOMATIC RENEWAL OF THE INITIAL TERM OF THE SERVICE AGREEMENT; TO AUTHORIZE THE FUNDING OF RELATED PROJECT COSTS FOR FISCAL YEAR 2013, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$750,000.00); TO BE CHARGED TO AND PAID FROM FDOA: 5402 (SOLID WASTE R & E FUND) 130501 (DPW SOLID WASTE ADMINISTRATION) 5212001 (CONSULTING/PROFESSIONAL) 4510000 (SOLID WASTE ADMINISTRATION); AND FOR OTHER PURPOSES.

WHEREAS, the Atlanta Gas Light Company ("AGL") enlisted qualified parties to submit proposals to participate in the Compressed Natural Gas ("CNG") Infrastructure Program ("Program") to stimulate development of CNG vehicle fueling stations in Georgia; and

WHEREAS, AGL will use proceeds from the Universal Service Fund ("USF"), approved by order of the Georgia Public Service Commission, to provide the service lines, compressor(s), storage vessels, controls and similar equipment ("CNG Equipment") for CNG stations developed under the Program; and

WHEREAS, AGL has selected the City of Atlanta, through the Department of Public Works, as a recipient to participate in the CNG Program, and anticipates the construction and installation of CNG equipment valued at \$2,148,000.00 on City property; and

WHEREAS, funding of the CNG Equipment under the Program will be available for five (5) years or until the USF funds are depleted, whichever comes first; and

WHEREAS, AGL will not sell CNG directly to retail customers and will not provide land for the CNG stations, but will install, own, and maintain CNG Equipment for project applicants; and

WHEREAS, as a project applicant, the City of Atlanta will be required to provide the land, make necessary site improvements, install and maintain the CNG dispensers and card readers



and otherwise fund the related project costs to operate the CNG program, in an amount not to exceed Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000.00); and

**WHEREAS**, the Department of Public Works intends to purchase CNG vehicles which will utilize a minimum of 150,000 Gasoline Gallon Equivalents (GGE) per year at the CNG stations for each year of the initial five year service period; and

**WHEREAS**, the Department of Public Works desires to improve the environmental efficiency of City equipment and reduce environmentally harmful emissions; and

**WHEREAS**, AGL has proposed a Service Agreement that includes multiple terms and automatic renewals for one or more successive twelve (12) month periods at the end of the initial term to protect the financial investment associated with the infrastructure improvements associated with the CNG Program; and

**WHEREAS**, Section 2-1205(d) of the City of Atlanta Code of Ordinances states that in relation to the renewal of multi-term contracts that “any renewal of a contract shall be expressly authorized by ordinance or resolution of the city council”; and

**WHEREAS**, the Department of Public Works requests the City Council’s authorization for automatic renewal of the initial term of the Service Agreement should it become necessary in the judgment of the Commissioner of Public Works; and

**WHEREAS**, in order to adhere to the requirements of the order of the Georgia Public Service Commission and receive the CNG Equipment as described above, the City must execute a Service Agreement and an Easement Agreement with AGL to install, maintain, operate, repair, replace and use CNG Equipment for each CNG Station developed under the Program on or before August 23, 2012.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA** as follows:

**SECTION 1:** That the Mayor or his designee is authorized to accept the donation of service lines, compressor(s), storage vessels, controls and similar equipment necessary to the construction and installation of CNG equipment valued at \$2,148,000.00 from the Atlanta Gas Light Company.

**SECTION 2:** The pre-screening process necessary to acquire this award is ratified and confirmed. The Mayor, on behalf of the City, is authorized to enter into Service and Easement Agreements with the Atlanta Gas Light Company in substantial form as the agreements attached



hereto as Exhibits "A" and "B" ("Agreements") for each CNG Station developed under the Compressed Natural Gas Infrastructure Program in an amount not to exceed Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000.00) to be charged to and paid from FDOA: 5402 (Solid Waste R & E Fund) 130501 (DPW Solid Waste Administration) 5212001 (Consulting/Professional) 4510000 (Solid Waste Administration).

**SECTION 3:** That the Service Agreement authorized in Section 2 above shall be permitted to automatically renew for one or more successive twelve (12) month periods at the end of the initial term of the Service Agreement should it become necessary in the judgment of the Commissioner of Public Works.

**SECTION 4:** That the Agreements authorized in Section 2 above will not become binding on the City and the City will incur no liability or obligation under them until each have been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to Atlanta Gas Light Company.

**SECTION 5:** That all ordinances and parts of ordinances in conflict herewith be and the same are hereby waived to the extent of the conflict only.

A true copy,  
  
Deputy Municipal Clerk

**ADOPTED by the Atlanta City Council**  
**APPROVED as per City Charter Section 2-403**

**July 16, 2012**  
**July 25, 2012**

# EXHIBIT A

## AGL CNG INFRASTRUCTURE PROGRAM SERVICE AGREEMENT

**THIS SERVICE AGREEMENT** (this "Agreement") is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between Atlanta Gas Light Company, a Georgia corporation ("Company") and the City of Atlanta, a Georgia municipal corporation ("Project Applicant"; together with Company, the "Parties", and each of them a "Party").

### RECITALS:

**WHEREAS**, Company has accepted an application from Project Applicant for participation in the AGL CNG Infrastructure Program as approved by Orders of the Georgia Public Service Commission ("Commission") entered November 29, 2011 and January 3, 2012 in Docket No. 32499, a program designed to foster the development of a market in Georgia to provide CNG to individuals and businesses to fuel motor vehicles through CNG fueling located at fueling stations open to the general public in addition to serving fleet customers;

**WHEREAS**, the Parties desire for the provision by Company to Project Applicant of general Natural Gas delivery service to be provided under separate agreement between Project Applicant and a certificated Marketer selected by Project Applicant and such natural gas delivery services shall be governed by Company's Tariff;

**WHEREAS**, the Parties desire for the provision by Company of certain services to convert Natural Gas to CNG at pressures suitable for CNG storage and delivery into CNG Dispensers and such services shall be governed by Company's Tariff; and

**WHEREAS**, the Parties desire for Project Applicant to operate a Limited Access Station for a period of not less than five years;

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, and in order to effectuate the above arrangement, the Parties agree as follows:

### ARTICLE 1 DEFINITIONS

The following terms, as used in this Agreement, have the following meanings:

- 1.1 **Commission**. Commission has the meaning set forth in the Recitals.
- 1.2 **Compressed Natural Gas (CNG)**. Natural Gas modified by mechanical equipment and dispensed at high pressure, typically 3,600 pounds per square inch gauge (p.s.i.g.), suitable for Natural Gas to be utilized as an energy source for the propulsion of motor vehicles.
- 1.3 **CNG Dispenser**. Equipment at CNG Station provided by Project Applicant and required for use by CNG Station customers in delivering CNG to motor vehicles, as described in more detail in Exhibit A attached hereto and incorporated herein.
- 1.4 **CNG Equipment**. All devices, equipment and supporting components owned by Company and necessary, as determined by Company in its sole discretion, for Company to provide CNG Service to Project Applicant, including, without limitation, dryer(s), compressor(s), controls, and storage vessels, together with all piping and supporting components, as described in more detail in Exhibit A.
- 1.5 **CNG Equipment Cost**. The total installed cost of the CNG Equipment.
- 1.6 **Card Reader**. Automated device provided by Project Applicant for use by CNG Station customers for payment capable of performing all functions necessary to process commercial transactions for retail customers using **major** fleet account cards and standard bank credit or debit cards, such as MasterCard, Visa, etc.



1.7 **CNG Retailer.** A person or entity that acquires Natural Gas from a certificated Marketer, contracts with Company to convert Natural Gas to CNG, and sells or provides CNG at the CNG Station for the propulsion of motor vehicles in accordance with the terms of Company's CNG-1 Rate as contained in Company's Tariff. The CNG Retailer function may be performed by Project Applicant or by a third party, provided that any such third party shall be considered a subcontractor hereunder.

1.8 **CNG Service.** The conversion by Company of Natural Gas delivered to Project Applicant's CNG Station to CNG at pressures suitable for CNG storage and delivery into CNG Dispensers in accordance with the terms of Company's CNG-1 Rate as contained in Company's Tariff.

1.9 **CNG Station.** The location at which Project Applicant will install CNG Dispensers and Card Readers and Company will install CNG Equipment, including the Property, together with all improvements and appurtenances owned or leased by Project Applicant, the design and nominal capacity of which is described in more detail in Exhibit A. For the purposes of this Agreement, the CNG Station address is set forth in Exhibit A.

1.10 **Customer Investment Percentage (CIP).** The percentage determined by dividing Project Applicant's payment for the CNG Equipment (if any) by the total CNG Equipment Cost.

1.11 **Equipment Usage Fee (EUF).** An annual fee calculated based on ten percent (10%) of the actual CNG Equipment Cost, billed in twelve (12) equal monthly installments, and adjusted based on the nominal capacity utilization of the CNG Station for the current period, where daily capacity is the nominal delivery capacity over an 8 hour day, further adjusted to reflect the actual capital contribution invested by Project Applicant in the CNG Equipment (if any). The annual EUF for the CNG Station will be calculated as follows:  $EUF = CNG \text{ Equipment Cost} \times 10\% \times UP \times (1 - CIP)$ .

1.12 **Gasoline Gallons Equivalent (GGE).** The amount of CNG required to equal the energy content of one liquid gallon of gasoline.

1.13 **General Public Access Station.** CNG Station that provides access to individual motor vehicle customers who may not have a contractual agreement with Project Applicant or the CNG Retailer.

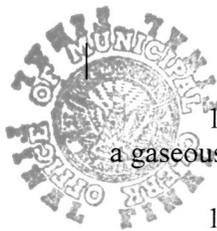
1.14 **Guaranteed Throughput.** The minimum GGE of CNG on an annual basis (cumulatively) to be utilized by Project Applicant at the CNG Station for each year of the Service Term as specified in Section 2.2(d) of this Agreement.

1.15 **Initial Service Term.** The initial Service Term for provision of CNG Service as defined in Section 4.1 of this Agreement.

1.16 **Laws.** All applicable laws (including those arising under common law) statutes, codes, rules, regulations, reporting or licensing requirements, ordinances and other pronouncements having the effect of the law of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision, including those promulgated, interpreted or enforced by any governmental or quasi-governmental authority.

1.17 **Limited Access Station.** CNG Station located on a premise that does not offer public access to the Property or where use of the CNG Dispenser is limited to customers who maintain contractual relationships with Project Applicant or the CNG Retailer.

1.18 **Minimum Throughput.** The minimum GGE of CNG on an annual basis (cumulatively) to be utilized by Project Applicant at the CNG Station for each year of the Service Term in order to qualify for the requested CNG Equipment as specified in Section 2.2(d) of this Agreement.



- 1.19 **Natural Gas.** Any mixture of hydrocarbons or of hydrocarbons and non-combustible gases in a gaseous state, consisting predominately of methane.
- 1.20 **Property.** The real property owned or leased by Project Applicant where the CNG Station (including the CNG Equipment) will be located.
- 1.21 **Service Effective Date.** The date of commencement of CNG Service as defined in **Section 4.1** of this Agreement.
- 1.22 **Service Term.** Term for provision of CNG Service as defined in **Section 4.1** of this Agreement.
- 1.23 **Tariff.** The rates, rules and regulations in connection with any and all services offered by Company, which are now or may hereafter be made effective, issued or promulgated by the Commission and as may be amended from time to time with the approval of the Commission.
- 1.24 **Term.** Term of this Agreement as defined in **Section 4.1** of this Agreement.
- 1.25 **Termination Date.** End date of this Agreement as defined in **Section 4.1** of this Agreement.
- 1.26 **Utilization Percentage (UP).** The percentage determined by first dividing the average daily usage (CCF) in the last meter reading cycle by 1.22 CCF/GGE to convert to GGE and then by dividing this number by the daily capacity of the CNG Equipment, where daily capacity is the nominal delivery capacity over an 8 hour day.

## **ARTICLE 2 SERVICES, RIGHTS, AND OBLIGATIONS**

### **2.1 Services Provided by Company.**

- (a) Company shall construct and install CNG Equipment pursuant to an installation schedule to be mutually agreed upon by the Parties.
- (b) During the Service Term, Company shall provide to the CNG Retailer CNG Service in accordance with the terms of Company's CNG-1 Rate as contained in Company's Tariff.
- (c) Company has the sole responsibility and hereby agrees to provide and maintain all CNG Equipment necessary, as determined by Company in its sole discretion, for the provision of CNG Service to the CNG Station. Company shall determine the capacity and operational features of the CNG Equipment, which, at a minimum, shall include: post-meter piping, dryer, compressor(s), controls, and storage vessels, along with all devices, equipment and supporting components necessary to maintain and operate the CNG Equipment.

### **2.2 Obligations of Project Applicant.**

- (a) Project Applicant, itself or through an approved subcontractor acting in the capacity of CNG Retailer, shall:
1. Meet all licensing and other requirements to operate as a fueling retailer, including all necessary operating permits and the payment of any related fees, if applicable;
  2. During the Service Term, purchase Natural Gas from a certificated Marketer and obtain CNG Services pursuant to Company's CNG-1 Rate as contained in Company's Tariff;



3. Procure, install and maintain, with a capacity to meet forecasted demand, all CNG Dispensers for use in delivering CNG to motor vehicles and all necessary Card Readers at the CNG Station, as well as all underground piping necessary to connect the CNG Equipment to CNG Dispensers;

4. Perform all functions not expressly designated herein as Company's responsibility necessary to operate CNG Station during the Service Term, including but not limited to obtaining electric power to the Property, which shall be provided by the applicable electric utility provider, establishing a communication line to CNG Equipment for remote monitoring, and providing lighting and other reasonable security measures as determined by Project Applicant in its reasonable discretion;

5. Provide a safe working environment, as determined by Company in good faith, for Company employees and others while on the Property and use its best efforts to protect CNG Equipment from damage or injury;

6. During the Service Term, provide convenient and unrestricted access to CNG Dispensers and Card Readers to its customers, in accordance with the terms of Project Applicant or CNG Retailer's contractual relationship with such customers; and

7. Comply with all applicable Laws.

(b) Project Applicant shall own or lease the Property and shall make any site improvements to the Property which may be necessary, as reasonably determined by Company, to install and maintain the CNG Equipment and to operate the CNG Station.

(c) In accordance with Rule 6 of Company's Tariff, Project Applicant shall make or procure satisfactory conveyance to Company of all easements and rights-of-way, including but not limited to, the right of unrestricted and free access, ingress and egress over, upon the Property and all other rights, privileges, and easements that Company deems appropriate, necessary or convenient for the full enjoyment and use of the CNG Station. All such easements and rights-of-way shall provide for Company's right to remove any and all of Company's property, including but not limited to CNG Equipment, upon termination of this Agreement. Project Applicant shall be solely responsible for any and all costs associated with the procurement of all such easements and rights-of-way. Such easements and rights-of-way shall provide, at a minimum, the following:

1. Appropriate and timely access to the Property to permit Company employees and other authorized persons to construct and install the CNG Equipment in accordance with Section 2.1(a) of this Agreement;

2. Appropriate and timely access to the Property to permit Company employees and other authorized persons to maintain the CNG Equipment in accordance with Section 2.1(c) of this Agreement; and

3. Appropriate and timely access to the Property to permit Company employees and other authorized persons to remove any and all of Company's property, including but not limited to CNG Equipment, upon termination of this Agreement.

(d) Project Applicant shall utilize, or maintain contracts with one or more end-users of CNG to utilize, at the CNG Station a Minimum Throughput of 150,000 GGE of CNG on an annual basis (cumulatively) for each 12-month period of the Service Term (each, a "Term Year"). In addition, Project Applicant guarantees that it will utilize at the CNG Station a minimum GGE of CNG on an annual basis (cumulatively) for each Term Year as follows:

Guaranteed Throughput

Term Year 1:	150,000GGE
Term Year 2:	150,000GGE
Term Year 3:	150,000GGE



Term Year 4: 150,000GGE

Term Year 5: 150,000GGE

Each Term Year shall begin on the annual anniversary date of the Service Effective Date.

(e) Project Applicant shall give immediate notice to Company when any leakage of Natural Gas is discovered, with confirmation in writing, and Project Applicant shall take all precautions that are reasonable under the circumstances and is appropriate to Project Applicant's operations. Project Applicant shall not use any flame or light of any character, electrical switches or other equipment that might produce a spark, or other igniting medium, in the proximity of escaping gas or do or suffer to be done any act which would ignite such Natural Gas, and shall shut off the flow of Natural Gas immediately.

2.3 **Option of Project Applicant to Purchase CNG Equipment.** At any time during the Service Term after the expiration of the Initial Service Term, provided no default under this Agreement has occurred during the Service Term, Project Applicant shall have the option to purchase from Company all CNG Equipment on the Property at the higher of the pro rata depreciated net book value or the market value of the CNG Equipment. Project Applicant shall exercise this option by providing Company with one hundred eighty (180) days prior written notice.

2.4 **Reservation of Rights.** All rights not expressly granted to Project Applicant herein are reserved to Company.

2.5 **Cooperation.** Each Party shall reasonably cooperate with the other Party to permit such Party to perform its duties and obligations under this Agreement in a timely manner.

2.6 **Authority of the Parties.** Each Party acknowledges and agrees that it has no authority to act on behalf of the other Party other than as set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other Party, except with prior written consent of an authorized officer of such Party. Each Party covenants that it shall not at any time represent, either orally or in writing, that it has any right, power or authority with respect to the other Party not expressly granted to the other Party by such Party.

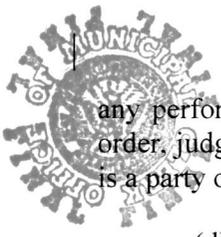
### ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 **Representations and Warranties of Company and Project Applicant.** Each Party represents and warrants to the other Party as follows:

(a) It is a corporation, limited liability company or partnership, as applicable, duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly qualified to do business under the laws of each jurisdiction where, because of the nature of its activities or its ownership or lease of properties, such qualification is required, and has the requisite power and authority to enter into this Agreement and the transactions contemplated hereby and to perform its obligations hereunder.

(b) It has duly authorized the execution, delivery and performance of this Agreement and has taken all action necessary or appropriate to ensure that this Agreement, when executed and delivered by such Party and when duly executed and delivered by the other Party, will constitute its valid and legally binding obligation, enforceable in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency and other applicable laws affecting creditors' rights, and by equitable principles related to enforceability (whether in equity or at law).

(c) The execution and delivery of this Agreement, such Party's performance of its obligations hereunder and the consummation of the transactions contemplated herein are within the requisite powers of such Party and will not (i) conflict with or constitute a breach of such Party's organizational documents; or (ii) conflict with, constitute a default or result in the termination of, or accelerate or permit the acceleration of



any performance under any indenture, mortgage, deed of trust, or other material lien, lease, contract, note, order, judgment, decree or other material agreement, instrument or restriction of any kind to which such Party is a party or by which it or any of its properties are or may be bound or affected.

(d) This Agreement is the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency and other applicable laws affecting creditors' rights, and by equitable principles related to enforceability.

(e) There is no litigation or other dispute resolution or governmental proceeding pending or, to the knowledge of such Party, threatened against or affecting such Party (or any of its directors, officers or employees) that would adversely affect its ability to perform its obligations herein.

3.2 **Disclaimer of Warranties.** OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, NEITHER OF THE PARTIES MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES TO BE PERFORMED HEREUNDER BY SUCH PARTY OR THE RESULTS OBTAINED THEREBY.

#### **ARTICLE 4 TERM; TERMINATION**

4.1 **Term.** The term of this Agreement shall commence as of the Effective Date and shall terminate upon expiration of the Service Term, unless earlier terminated as provided in **Section 4.2** (the "**Termination Date**"). The period from the Effective Date through the Termination Date is herein called the "**Term**". The provision of CNG Service under this Agreement shall commence on a date mutually agreed upon by the Parties to coincide with the first day of a month as soon as practicable, but in any event within ninety (90) days, after installation of the CNG Equipment is complete (the "**Service Effective Date**") and shall continue until the Termination Date. The period from the Service Effective Date through the Termination Date is herein called the "**Service Term**". The initial Service Term shall commence on the Service Effective Date and shall continue for a period of five (5) years (the "**Initial Service Term**"). The Service Term shall automatically renew for successive twelve (12) month periods at the end of the Initial Service Term or any renewal period, unless a Party provides the other Party with at least ninety (90) days prior written notice of its intent to not renew the Service Term. If any such notice is given, the Service Term will expire at the end of the then-current term.

#### 4.2 **Termination for Cause.**

(a) Each Party may immediately terminate this Agreement in the event that the other Party breaches any material obligation hereunder, and such breach remains uncured for thirty (30) days after written notice of such breach is delivered to the other Party; provided, however, that if such breach is susceptible of cure and the other Party undertakes diligent efforts to cure the breach, the thirty (30) day period will be extended for so long as necessary to effect the cure.

(b) Should either Party (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such Party's property or providing for the liquidation or dissolution of such Party's



property or business affairs; then, in any such event, the other Party, at its option and without prior notice, may terminate this Agreement effective immediately.

(c) Should Project Applicant fail to meet the Guaranteed Throughput for the CNG Station and fail to pay the resulting EUF charges to Company as described in **Section 7.2** of this Agreement, Company, at its option and without prior notice, may terminate this Agreement effective immediately.

(d) Should Project Applicant fail to meet the Minimum Throughput for the CNG Station for a period of twelve (12) consecutive months, Company, at its option and without prior notice, may terminate this Agreement effective immediately, regardless of whether Project Applicant has paid EUF charges to Company as described in **Section 7.2** of this Agreement.

(e) If, at any point during the Term of this Agreement, the Commission issues an Order terminating the AGL CNG Infrastructure Program as approved by Orders entered November 29, 2011 and January 3, 2012 in Docket No. 32499, Company, at its option and without prior notice, may terminate this Agreement effective immediately.

4.3 **Suspension of Service.** If Company determines in its sole discretion that Project Applicant has failed to provide a safe environment as set forth in **Section 2.2(a)(5)**, Company shall have the right to suspend maintenance services and other on-site services without liability until such time that the Property is deemed safe by Company.

4.4 **Effect of Termination.**

(a) Upon termination or expiration of this Agreement, Project Applicant shall pay to Company any portion of the any remaining EUF charge then accrued under the then approved CNG-1 Rate and properly payable under this Agreement.

(b) Notwithstanding the exercise by any party of its rights under this **Section 4**, no termination of this Agreement shall relieve either Party of its liability for the payment or performance of any obligation accrued prior to the Termination Date (including any indemnification obligation arising hereunder, whether or not notice of such indemnification claim has been given before such termination, or of any rights or obligations under any other provisions, which, by their meaning or content, are intended to survive the termination hereof).

(c) Upon termination of this Agreement for any reason, Company shall remove CNG Equipment located at the CNG Station at its discretion.

**ARTICLE 5  
INDEMNIFICATION; LIMITATION OF LIABILITY**

5.1 **Responsibility for Negligence; Indemnification.**

(a) **Responsibility for Negligence.** Project Applicant shall be responsible for any claim, damage, loss or expense arising from this Agreement that arises out of intentional or negligent acts, errors or omissions by Project Applicant, including, without limitation, its officers and/or employees. Company shall be responsible for any claim, damage, loss or expense arising from this Agreement that arises out of intentional or negligent acts, errors or omissions by Company, including, without limitation, its officers and/or employees. Neither this Agreement, nor this provision specifically, shall waive Project Applicant's nor Company's right to be indemnified, defended and/or held harmless by consultants, contractors, their subconsultants and/or subcontractors, the officers, agents or employees of those companies, or anyone else performing work on, at, or related to this Agreement.



(b) **Indemnification by Project Applicant's Consultants, Contractors, Subconsultants and Subcontractors.** To the fullest extent permitted by law, Project Applicant shall require any consultants, contractors, subconsultants or subcontractors (each, a "Subcontractor") performing work or providing services or materials for Project Applicant related to this Agreement to indemnify, defend and hold harmless Company, its affiliates, their respective successors and assigns, and their respective officers, directors, employees, consultants, agents and representatives from any liability, damage, diminution in value, loss, cost, claim or expense, including reasonable attorneys' fees and expenses that result from or arise out of the work performed or services or materials provided by Subcontractor or its employees, independent contractors, subcontractors, or agents, including, but not limited to, third party claims and claims for property damage or personal injury to Subcontractor's employees, servants and agents, independent contractors and subcontractors; provided, however, that the foregoing does not in any manner relieve Company of its obligations under statutory workers' compensation law and other laws regarding employer obligations as to Company's own employees, and for such claims caused by the sole negligence or willful misconduct of Company. Project Applicant shall include language reflecting this requirement in any contractual agreement or understanding with a Subcontractor before such Subcontractor can begin performing work or providing services or materials related to this Agreement.

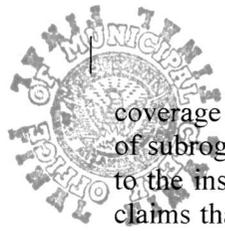
5.2 **Interruption of Natural Gas Service.** In case the supply of Natural Gas is interrupted, curtailed or cut off by Company pursuant to the terms of this Agreement, the then approved CNG-1 Rate, Company's Tariff, or for any other cause or reason authorized or prescribed by law, or by order, rule or directive of any governmental body having jurisdiction, Company shall not be held liable for damages on account of such failure in service or any consequences resulting therefrom or from the restoration of service thereafter.

5.3 **Limitation of Liability.** THE AGGREGATE LIABILITY OF COMPANY FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID FOR THE SERVICES PURCHASED HEREUNDER. EACH PARTY HERETO AGREES THAT EACH OTHER PARTY SHALL NOT BE LIABLE TO SUCH PARTY OR ANYONE ACTING THROUGH SUCH PARTY UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY) FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

## ARTICLE 6 INSURANCE

6.1 **Insurance Requirements.** Unless otherwise agreed to in writing, Project Applicant will, at its own expense, carry and maintain during the Term of this Agreement the insurance coverage (with companies satisfactory to Company) in amounts no less than what is specified on Exhibit B attached hereto and incorporated herein. All insurance policies or bonds required by this Agreement will be issued by insurance companies licensed to do business within the state of Georgia with an A.M. Best Rating of not less than "A- VII." Project Applicant will also be responsible for ensuring that its Subcontractors (including, for the avoidance of doubt, any entity performing the CNG Retailer function) comply with the insurance requirements of this Section 6.

6.2 **Waiver of Subrogation.** Project Applicant agrees to waive, and will require its insurers to waive, all rights of subrogation against Company, its directors, officers, and employees because of any payment made under such insurance policies. Project Applicant shall not assert against Company, and hereby waives to the extent legally possible to do so, any claims for any losses, damages, liabilities and expenses (including attorney fees and disbursements) incurred or sustained by Project Applicant or another, to the extent the same are covered by the types of insurance required in this Section 6 or, if providing more coverage, the



coverage actually carried by Project Applicant. Project Applicant shall cause all policies to contain a waiver of subrogation clause. The provisions of this paragraph are intended to restrict recovery, as against Company, to the insurance required to be maintained and to waive fully, for the benefit of Company, any rights and/or claims that might give rise to a right of subrogation by any insurance carrier. In no event may any insurance carrier of Project Applicant seek to recover against Company through a subrogated claim.

6.3 **Material Change.** Project Applicant shall notify Company of any material change or cancellation of such policies with at least thirty (30) days prior written notice. “Material change” shall be defined for the purpose of this **Section 6** as follows: (i) a change from providing insurance through an A.M. Best rated insurer to using a self-insurance program; (ii) a reduction in limits resulting in Project Applicant not being able to meet the insurance requirements set forth in this **Section 6**; (iii) a change in coverage types from occurrence to claims-made coverage; (iv) a change in any policy that would prohibit Project Applicant from designating Company as additional insured as required by this **Section 6**; or (v) a change in any policy that would prohibit waiver of subrogation as required by this **Section 6**; or (vi) a change to the expiration date of the policy. In the event of cancellation of any insurance required on the part of Project Applicant hereunder, Project Applicant shall obtain replacement insurance with a properly licensed insurer (as described in **Section 6.1**) as soon as possible which insurance shall be effective and in full force and effect as of or earlier than the effective time of cancellation of the cancelled insurance, to the effect that there shall be no lapse in coverage. All policies except Professional Liability and Worker's Compensation must be endorsed to name as additional insureds: AGL Resources Inc., its subsidiaries, affiliated companies, their officers, directors and employees. Project Applicant will notify Company of any losses or damages arising out of work performed under this Agreement for which a claim might be made against Company.

6.4 **Certificate of Insurance.** On or prior to the Effective Date, and on an annual basis and at any time coverage is renewed thereafter, and upon a “Material Change” or replacement of a cancelled policy, Project Applicant will provide Company with a certificate of insurance evidencing such required coverage. Unless otherwise notified in writing by Company, Project Applicant will provide a copy of such certificate to Company and send a copy to AGL Resources Inc., Insurance Compliance, P.O. Box 12010-AR, Hemet, California 92546-8010. Project Applicant will not commence work until all of the insurance required herein will have been obtained and approved by Company. In the event that any of the liability insurance policies required under this Agreement are written on a claims made basis, Project Applicant warrants that any retroactive date applicable to coverage under such policy precedes the Effective Date and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years commencing from the Termination Date. To the extent that Project Applicant or its subcontractors utilize deductibles in conjunction with the insurance required by this Agreement, all deductible expenses will be assumed by Project Applicant or its subcontractors and will be considered as Project Applicant’s or its subcontractors’ expenses and not part of the normal expenses associated with this Agreement. To the extent any insurance required of Project Applicant herein overlaps with coverage maintained by Company, Project Applicant’s insurance shall be deemed primary and non-contributory. The insurance provisions of this Agreement are not intended to diminish or limit any indemnification obligations on the part of Project Applicant as expressly set forth in this Agreement. Additionally, the limits required in **Exhibit B** are intended as minimum limits and do not serve to cap Project Applicant’s insurance policies requirements.

6.5 **Self-Insurance by Project Applicant.** Company acknowledges that, upon receipt from Project Applicant of evidence of self-insurance reasonably acceptable to Company, Project Applicant may self-insure with respect to the requirements set forth in **Exhibit B**, and such self-insurance shall replace Project Applicant’s obligations, but not the obligations of any Subcontractor, under **Sections 6.1** through **6.4** of this Agreement. For the avoidance of doubt, nothing in this **Section 6.5** shall serve to limit any Subcontractor’s obligations under **Sections 6.1** through **6.4** of this Agreement.



**ARTICLE 7  
DEFAULT BY PROJECT APPLICANT**

7.1 **Payment of EUF Charges.** Upon any default under this Agreement by Project Applicant, Project Applicant shall be responsible for the payment to Company of any and all remaining annual EUF charges as specified in the then approved CNG-1 Rate for the unexpired then-current Service Term.

7.2 **Failure to Meet Guaranteed Throughput.** If, at any point during the Service Term, Project Applicant should fail to meet the Guaranteed Throughput for the CNG Station, all annual EUF charges to be paid by Project Applicant to Company as specified in the then approved CNG-1 Rate shall be calculated using the volume of CNG specified in the Guaranteed Throughput to determine the Utilization Percentage instead of the actual metered usage.

**ARTICLE 8  
MISCELLANEOUS**

8.1 **Force Majeure.** Rule 12 of Company's Tariff shall apply to all terms of this Agreement.

8.2 **Notices.** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered (a) in person; (b) by any national overnight courier or other service providing evidence of delivery, or by registered or certified mail (postage prepaid, return receipt requested); or (c) by facsimile or email with a copy delivered the next business day by any overnight courier or other service providing evidence of delivery, to the respective parties at the following addresses:

To Company:

Ian M. Skelton  
Director, Natural Gas Vehicles Business Development  
AGL Resources Inc.  
Ten Peachtree Place  
Atlanta, Georgia 30309  
Fax: (404) 584-3499

With a copy, which shall not constitute notice, to:

Jeffery Brown  
Senior Vice President and Deputy General Counsel  
AGL Resources Inc.  
Ten Peachtree Place  
Atlanta, Georgia 30309  
Fax: (404) 584-3714

To Project Applicant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

or to such other address (or fax number, if applicable) as the Party to whom notice is given may have previously furnished to the others in writing in the manner set forth above (provided that notice of any change of address or fax number shall be effective only upon receipt thereof). Notwithstanding the foregoing, notices



with respect to curtailment or restoration of Natural Gas or with respect to “force majeure” shall be sufficient if given by Company in writing or orally in person or by telephone to the person or one of the persons designated from time to time by Project Applicant as authorized to receive such notices. If Project Applicant shall not have made such designation or, if made, Company is unsuccessful in its efforts promptly to establish communication with the person or one of the person so designated, then in any such event said notice shall be sufficient if given by Company to any person or persons who are on said premises or who answer Project Applicant’s telephone.

8.3 **Independent Contractors.** The Parties are independent contractors under this Agreement, which shall not be construed to create any employment relationship, partnership, joint venture, franchisor-franchisee or agency relationship that did not already exist prior to the Effective Date, or to authorize any Party to enter into any commitment or agreement binding on the other Party except as expressly stated herein. The Parties have no authority to make statements, warranties, or representations or to create any liabilities on behalf of the other.

8.4 **Entire Agreement.** This Agreement and the documents and schedules referred to herein contain the complete agreement between the Parties and supersede any prior understandings, agreements or representations by or between the Parties, written or oral, which may have related to the subject matter hereof in any way; provided, however, that this provision is not intended to abrogate any other written agreement between the Parties executed with or after this Agreement.

8.5 **Amendment and Waiver.** The Parties may not amend or modify this Agreement except as may be agreed upon by a written instrument executed by the Parties. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

8.6 **Successors and Assigns.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by either Party (including, without limitation, delegation of the CNG Retailer function to a third party) without the prior written consent of the other Party, except that Company may delegate any or all of its rights, interests or obligations hereunder to a third party without consent of Project Applicant. Company shall provide Project Applicant with written notice prior to any assignment of this Agreement.

8.7 **Third-Party Beneficiaries.** The parties to this Agreement do not intend this Agreement to benefit or create any right or cause of action in or on behalf of any person or entity other than Company and Project Applicant.

8.8 **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8.9 **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Any legal action or proceeding with respect to this Agreement shall be brought in the Superior Court of Fulton County, Georgia, or in any court of the United States of America for the Northern District of Georgia, and, by execution and delivery of this Agreement, Project Applicant and Company each hereby accepts for itself and in respect to its property, generally and unconditionally, the jurisdiction of aforesaid courts. The Parties hereby irrevocably waive trial by jury, and Project Applicant and Company each hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds on *forum non conveniens*, which it may now or



hereafter have to the bringing of any such action or proceeding in such respective jurisdictions. Project Applicant and Company each further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid to the address set forth in **Section 8.2** of this Agreement and such service will become effective three (3) days after such mailing. Nothing in this Agreement shall affect the right of Company or Project Applicant to serve process in any other manner permitted by Law.

**8.10 No Strict Construction; Headings.** The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party. The headings used in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**8.11 Counterparts; Delivery.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. The Parties agree that this Agreement may be executed and delivered by facsimile or other electronic transmission.

(Signatures begin on following page)

DRAFT



IN WITNESS WHEREOF, this Services Agreement has been executed as of the day and year first above written.

**“PROJECT APPLICANT”:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**“COMPANY”:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

RF



## EXHIBIT A

### DESCRIPTION OF CNG STATION, CNG DISPENSER AND CNG EQUIPMENT

#### CNG Station Address

- [To be completed by business.]

#### CNG Station Design

- The CNG Station will be a Limited Access Station.
- [To be completed by business.]

#### Nominal Capacity

- [To be completed by business.]

#### Description of CNG Equipment

- [To be completed by business.]

#### Description of CNG Dispenser

- [To be completed by business.]

DRAFT



**EXHIBIT B**  
**INSURANCE**

**Workers' Compensation:**

(A) Workers' Compensation: Statutory

(B) Employer's Liability:

(1) Bodily Injury by Accident, for Each Accident:	\$1,000,000
(2) Bodily Injury for Each Employee by Disease:	\$1,000,000
(3) Policy Limit for Bodily Injury by Disease:	\$1,000,000

**Commercial General Liability:**

Written on a per occurrence basis to include coverage for: Broad Form Property Damage; Bodily Injury; Personal Injury; Blanket Contractual Liability; Products/Completed Operations.

(A) Combined Single Limit per Occurrence:	\$1,000,000
(B) General Aggregate:	\$2,000,000
(C) Personal & Adv Injury per Occurrence:	\$1,000,000
(D) Fire Legal Liability per Occurrence:	\$100,000
(E) Medical Expense per Person per Occurrence:	\$5,000

This policy will be primary and non-contributory.

**Automotive Liability:**

Such policy will include coverage for all vehicles owned, hired, non-hired, non-owned and borrowed by Project Applicant in the performance of the Services covered by this Agreement.

Combined Single Limit:	\$1,000,000
------------------------	-------------

**Umbrella Liability**

Combined Single Limit:	\$3,000,000
------------------------	-------------

**Pollution Liability**

Limit:	\$1,000,000
--------	-------------

- 
- The Certificate of Insurance must include the following information:
    - Waiver of Subrogation for Workers Compensation, General Liability and Pollution Liability
    - Additional Insured status for General Liability, Auto Liability and Pollution Liability

Certificate holder Address:

*AGL Resources Inc.*  
*Attn: Insurance Compliance*  
*P O Box 12010-AR*  
*Hemet, CA 92546-8010*





**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** Property Owner hereby grants and conveys AGLC the following easements, rights and privileges:
  - a) An exclusive easement to install, maintain, operate, repair, replace and use Compressed Natural Gas Equipment which shall consist of all devices, equipment and supporting components necessary to convert natural gas to compressed natural gas (“CNG”) and deliver CNG to be utilized as an energy source for the propulsion of motor vehicles, including without limitation service lines, dryer, compressor(s), controls, and storage cascade(s) (“CNG Equipment”) on the Easement Property; and
  - b) A non-exclusive easement of unrestricted and free access, ingress and egress over, upon and across the Easement Property and all other rights, privileges, and easements necessary or convenient for the full enjoyment and use of the Easement Property and the exercise of the easement rights granted hereunder.

The location of such CNG Equipment on the Easement Property is depicted on **Exhibit “B”**. The CNG Equipment, including all pipes, tubing, attachments, equipment, accessories and appurtenances, installed hereunder and owned by AGLC (collectively, the “**Facilities**”) shall, for the entire Term of this Agreement, remain the property of AGLC, and AGLC shall have the right to inspect, remove, repair, improve, relocate the same, and make such changes, alterations, substitutions, and additions in and to the Facilities as AGLC may from time to time deem advisable, but in no event shall AGLC be obligated to refill any hole, re-landscape, or reseed the Easement Property and related improvements over, under, upon and across the Easement Property.

2. **Term.** Unless earlier terminated by written agreement of Property Owner and AGLC, this Agreement and the easements, right of ways and privileges conveyed herein shall terminate on the date that is one (1) year following termination of that certain Service Agreement, dated \_\_\_\_\_, 20\_\_, by and between AGLC and [**PROJECT APPLICANT**].
3. **Non-interference with Use of Easement Area.** AGLC shall, at all times, have the right to use the Easement Property for the purposes set forth in this Agreement, and any use or activity by any other party that is inconsistent with the permitted uses of AGLC shall be strictly prohibited. Construction of any buildings or other structures on, or any grading, digging, or filling of the Easement Property shall not be permitted without the express written consent of AGLC. AGLC shall have the right to trim, cut and remove trees, brush, foliage, roots and other vegetation from within the Easement Property whenever in AGLC’s reasonable judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. This right shall not relieve Property Owner of any duty to trim, cut and remove trees and brush to prevent danger or hazard to property or persons.



4. **Compliance with Applicable Laws.** AGLC shall, at all times, and at its sole cost and expense, comply with applicable laws and regulations in connection with this Agreement, including, without limitation, obtaining and maintaining all required governmental permits and approvals relating to the CNG Equipment.
5. **Indemnification.** AGLC shall defend, indemnify and hold Property Owner's Agents (defined below) harmless from and against all liability for damage to property or injury to persons caused by the activities of AGLC, its agents, contractors and employees on the Easement Property or otherwise in connection with this Agreement, except to the extent that such liability or loss is caused by any willful misconduct or negligent acts or omissions of Property Owner or its agents, employees, contractors, guests, invitees, licensees and permittees (collectively, "**Property Owner's Agents**").
6. **Transferability.** AGLC shall have the full right and authority from time to time to lease, sell, assign, transfer, or convey the easement, rights, title and interests granted to it pursuant to this Agreement without the prior written consent of Property Owner.
7. **Title.** Property Owner covenants that it is seized of and has the right to convey the easements, right of way, rights and privileges contained in this Agreement and that AGLC shall have quiet and peaceable possession, use of the easements, right of way, rights and privileges, and Property Owner shall execute such further assurances thereof as may be required.
8. **Binding Effect.** The easements granted hereunder shall be binding upon and inure to the benefit of successors, executors, heirs, administrators and permitted assigns of Property Owner and AGLC, shall burden the Property Owner's property and run with the land.
9. **Entire Agreement; Other Easements.** This Agreement supersedes all prior discussion and agreements between the parties and contains the entire agreement between the parties with respect to the Easement and the other matters described herein. In the event AGLC currently has any other easement or easements pertaining in whole or part to the Easement area as shown on Exhibit B, then the provisions of such other easements and this Agreement shall be cumulative provided, however, in the event of any conflict between the terms of this Agreement and the terms of any other easements, the terms of this Agreement shall apply.
10. **Severability.** If any of the provisions of this Agreement are hereinafter expressly declared by a court of competent jurisdiction to be invalid or unenforceable, then any such provision shall be canceled and severed from this Agreement and the other provisions of this Agreement shall continue in full force and effect.
11. **Enforcement.** AGLC shall have the right to take any action, whether at law or at equity, to enforce or prevent the interference with, the easements, rights and privileges granted in this Agreement.



12. **Headings**. The headings of this Agreement are for convenience only, shall in no way define or limit the scope or content of this agreement, and shall not be considered in any construction or interpretation of the provisions of this Agreement or any part of the Agreement.
13. **Construction**. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by reason of such party having or being deemed to have prepared to drafted such provision.
14. **Exhibits**. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and shall be construed to be a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time such terms or used.
15. **Authority**. The parties warrant and represent one to the other that they have full power and authority to enter into this Agreement.

*[Remainder of Page Intentionally Blank; Signature Page Follows]*



IN WITNESS WHEREOF, this Agreement is signed and sealed as of the Effective Date.

[PROPERTY OWNER]

UNOFFICIAL WITNESS:

By: \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
Name \_\_\_\_\_

STATE OF  
COUNTY OF

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, on behalf of the corporation. He personally appeared before me, is personally known to me.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.



Signed Seal and Delivered  
in the presence of:

**AGLC:**

**ATLANTA GAS LIGHT COMPANY,**  
a Georgia corporation

WITNESS: \_\_\_\_\_ By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

WITNESS: \_\_\_\_\_  
Print Name: \_\_\_\_\_ (CORPORATE SEAL)

STATE OF  
COUNTY OF

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_ by \_\_\_\_\_, the  
\_\_\_\_\_ of Atlanta Gas Light Company, on behalf of the corporation. He  
personally appeared before me, is personally known to me.

(SEAL)  
Notary Public

\_\_\_\_\_  
Print Name  
Commission Expires:

RCS# 2157  
7/16/12  
3:36 PM

Atlanta City Council

CONSENT I

CONSENT AGENDA SEC. I/ALL ITEMS EXCEPT  
12-O-0879  
ADOPT

YEAS: 14  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 2  
EXCUSED: 0  
ABSENT 0

Y Smith	Y Archibong	Y Moore	NV Bond
Y Hall	Y Wan	Y Martin	Y Watson
Y Young	Y Shook	Y Bottoms	Y Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

CONSENT I

		07-16-12
ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT	
1. 12-O-0962	35. 12-R-0941	
2. 12-O-0890	36. 12-R-0942	
3. 12-O-0893	37. 12-R-0943	
4. 12-O-0964	38. 12-R-0944	
5. 12-O-0889	39. 12-R-0945	
6. 12-O-0885	40. 12-R-0946	
7. 12-R-0921	41. 12-R-0947	
8. 12-R-0922	42. 12-R-0948	
9. 12-R-0923	43. 12-R-0949	
10. 12-R-0924	44. 12-R-0950	
11. 12-R-0925	45. 12-R-0951	
12. 12-R-0926	46. 12-R-0952	
13. 12-R-0927	47. 12-R-0953	
14. 12-R-0579	48. 12-R-0954	
15. 12-R-0914	49. 12 R-0955	
16. 12-R-0915		
17. 12-R-0916		
18. 12-R-0917		
19. 12-R-0918		
20. 12-R-0919		
21. 12-R-0920		
22. 12-R-0907		
23. 12-R-0908		
24. 12-R-0909		
25. 12-R-0929		
26. 12-R-0930		
27. 12-R-0933		
28. 12-R-0934		
29. 12-R-0935		
30. 12-R-0936		
31. 12-R-0937		
32. 12-R-0938		
33. 12-R-0939		
34. 12-R-0940		