

TPE-_____ H-_____
MEMORANDUM OF EXEMPTION
(Please print or type using Black or Blue ink)

This Memorandum of Exemption (“MOE” or “Application”) is made and entered into by and between:

- The Air Resources Board (“ARB”),
- _____ (“YOU” or “Applicant”), and
- Your local gas utility company [Check one of the following, whichever applies].
 - Southern California Gas Company (“SoCalGas”) or
 - San Diego Gas & Electric (“SDG&E”)

[Note: Either local gas utility company is herein referred to as “UTILITY” and the ARB, YOU, and UTILITY are herein sometimes collectively referred to as “the Parties”].

Section 2259 of title 13, California Code of Regulations (CCR), authorizes the ARB Executive Officer to issue exemptions from ARB’s motor vehicle fuels regulations for fuels used in test programs. YOU and UTILITY are applying for such an exemption from the compressed natural gas (CNG) specifications in 13 CCR §2292.5. The purpose of the test program is to evaluate the durability of home fueling systems and light duty motor vehicles in regions that supply natural gas that does not comply with 13 CCR §2292.5.

Terms and Conditions

The exemption granted pursuant to this MOE is subject to the following terms and conditions:

- (1) YOU may legally fuel vehicles at your home under the terms and conditions of this MOE only as long as the MOE is in effect, which shall be no more than 3 years from the date this MOE is signed by all the Parties.
- (2) YOU must ensure that the (make and model) _____ home fueling system is installed at:
(address) _____
- (3) YOU must ensure that the home fueling system is maintained so that it is in good working condition during any fueling that occurs within the term of this MOE.
- (4) YOU have read, understood and attached to this MOE application a copy of the July 30, 2008 letter from FuelMaker Corporation to Mr. Edwin Harte, SoCalGas/SDG&E. YOU can obtain a copy of this letter from SoCalGas/SDG&E. The letter states that FuelMaker has reviewed the gas specifications described in Southern California Gas Company Rule 30 (CAL. P.U.C. SHEET NO. 41168-G), as well as in San Diego Gas & Electric Company Rule 30 (CAL. P.U.C. SHEET NO. 12127-G), and has found the specification to be acceptable for use with FuelMaker's natural gas vehicle fueling appliances and ancillary equipment.
- (5) YOU may fuel only the following vehicles at the address listed in (2) above:

Vehicle make, model, year (attach additional pages if needed) Estimated Annual Mileage

<i>Vehicle make, model, year (attach additional pages if needed)</i>	<i>Estimated Annual Mileage</i>

TPE-_____H-_____

- (6) Only YOU and other persons authorized by UTILITY may fuel vehicles at the address listed in (2) above.
- (7) YOU understand and agree that some fueling systems do not have an inline dryer, and YOU have verified with the home fueling system manufacturer that the system either has a dryer or does not need one to ensure against moisture damage.
- (8) Both YOU and UTILITY understand and agree to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this MOE, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by YOU, UTILITY, the home fueling system, vehicles or the fuel in the performance of this MOE.
- (9) YOU will notify the ARB within 5 business days of any problems that develop with the home fueling unit or the natural gas vehicle due to fuel quality. You will report such incidents to Ms. Linda Lee, Air Resources Board, P.O. Box 2815, Sacramento, California 95812. YOU and UTILITY will also report the results of the test program in writing to Ms. Lee at the above address.
- (10) This MOE constitutes the entire agreement and understanding between the Parties. It supersedes and replaces all prior negotiations and agreements concerning this matter.
- (11) No modifications to this MOE shall be effective unless agreed to in writing by all the Parties. This MOE and its exemption are not assignable or otherwise transferable to any other party.
- (12) Any violation of the terms and conditions of this MOE shall void the exemption granted herein.

Based on the information contained in this MOE, the Executive Officer has determined that the application, as contained in this MOE, meets the requirements of 13 CCR §2259(b)--(f). Accordingly, the requested exemption is granted and takes effect upon full execution by all Parties. The exemption shall remain in effect provided all the terms and conditions in this MOE are met by YOU and UTILITY, as specified in this MOE.

Dated: _____

 [Applicant's Signature]

 [Applicant's Mailing Address and Phone Number]

(email optional) _____



Section below to be filled out by ARB and UTILITY representatives:

Dated: _____

 Dean C. Simeroth, Chief
 Criteria Pollutants Branch, ARB

Dated: _____

 UTILITY Representative [Print Name]

 UTILITY Representative [Signature]