

Exhibit G

Infrastructure Installation, Maintenance and Operation

This exhibit regards fueling sites, including terms and conditions under which Contractor may install propane infrastructure at sites within the Commonwealth, as may be agreed upon by both the Commonwealth and Contractor. It is expressly understood that Contractor has the right to decline to install propane infrastructure at any site proposed by the Commonwealth if Contractor determines that the potential use of the facility would not be at a level that would make the site profitable to Contractor.

A. Contractor's Sites

Blossman Gas is part of a network referred to as "Alliance AutoGas." Blossman agrees that Public Bodies may fuel at these sites under the terms and conditions of this Agreement with the fueling card issued under this agreement. The following locations are sites within the network which are open to all users:

1. Blossman Propane Gas/Weyers Cave, VA
2. Blossman Propane Gas/Powhatan, VA
3. Blossman Propane Gas/Bedford, VA
4. Blossman Propane Gas, Berryville, VA
5. Blossman Propane Gas, Gordonsville, VA
6. Tidewater Imports/Virginia Beach, VA
7. Phillips Energy/Gloucester, VA

Blossman has additional private fueling sites, which have the potential for public access. Blossman will work with the private entities to make these sites available to Public Bodies. These sites are listed on page 5 of Exhibit C (Contractor's detailed proposal).

B. Infrastructure Installed on Commonwealth Sites

Contractor and the Department are also exploring potential fueling locations on Commonwealth sites. Prior to installing Contractor's infrastructure upon Commonwealth property, the Contractor and Department agree to enter into a lease agreement for use of the property.

Upon final execution of the Comprehensive Agreement, the parties agree to negotiate a lease, through the Department of General Service, Division of Real Estate Services, whereby Contractor will install an initial site at the DGS/Office of Fleet Management Services, located at 2400 W. Leigh Street, Richmond VA 23220. In addition to the terms and conditions below, the Contractor agrees the lease for the initial Fleet Management site will require that:

- All construction costs shall be the responsibility of Contractor.
- Contractor shall pay to DGS, as consideration for the right to use DGS property, an amount equal to three cents (\$0.03) per gallon of propane AutoGas sold to the General Public. This three cent per gallon payment shall not apply to sales to Public Bodies.

- The Department shall provide electrical service to the pumps and Contractor's equipment at the site and shall be responsible for electric utility charges to operate the site.

The following terms and conditions will apply to the installation, maintenance and operation of a fueling site located at any location owned by the Commonwealth:

1. In accordance with Va. Code Sec. 56-575.6, Contractor shall notify each affected local jurisdiction by furnishing a copy of the proposed lease to each affected local jurisdiction. The affected local jurisdiction shall have sixty days to submit to the Department any written comments it may have on the proposed lease, and indicate whether the facility is compatible with the local comprehensive plan, local infrastructure development plans, the capital improvements budget or other government spending plan. Such comments shall be given consideration by the Department prior to entering into a lease.
2. Fuel may be purchased at the site by Public Bodies or the General Public.
3. Contractor will provide training at no cost to Public Bodies on the use of the infrastructure, in accordance with Exhibits B and C to the Comprehensive Agreement (the Contractor's conceptual and detailed proposals).
4. Contractor shall be responsible to ensure the proper level of propane is continuously, without interruption, available to purchasing Public Bodies and the General Public as needed.
5. Contractor shall be responsible for all required propane maintenance and operations costs associated with the site.
6. Contractor shall be responsible for compliance with all laws and regulations applicable to the businesses in which it engages and the impact of those business on employees and the General Public.
7. Contractor shall be responsible for and shall hold the Commonwealth harmless for any and all environmental contamination, or liability arising from Contractor's negligence.
8. Contractor shall be responsible for and shall hold the Commonwealth harmless from and against any liability arising from the design, installation, and maintenance and operation of its facilities and equipment on Commonwealth property, as provided in Section 27 of Schedule D (Indemnification).
9. Contractor shall be responsible for and shall hold the Commonwealth harmless from and against any claims related to the actions of Contractor, its officers, agents, employees and invitees.
10. Upon termination or expiration of the Comprehensive Agreement, Contractor shall remove all of its equipment and leave the property in as good a condition as it was in at the beginning of the lease, excepting reasonable wear resulting from normal operations.
11. Purchases shall be made using the Contractor's automated fueling system. The Department will be responsible to modify its fuel management system to accept a fuel

usage data file from the Contractor's automated fueling system. The Contractor shall not be responsible for any software and/or hardware maintenance, upgrade, fixes, or any other aspects related to the Department's fuel management system.

12. The Contractor shall be responsible for all software and/or hardware costs associated with the operation of its propane infrastructure, and the capturing of propane usage data to be provided to the Department. The Department and Contractor will agree upon the data elements which will be captured by the Contractor's fuel management system and provided to the Commonwealth in an agreed to file format. At a minimum the data elements will include purchasing agency, amount of fuel purchased, cost per unit of fuel, date, time, and location of fuel dispensed.

C. Infrastructure Installed at Other Locations

Public Bodies are encouraged to identify opportunities for Contractor to install additional sites. Where potential sites are identified, Public Bodies may negotiate agreements with the Contractor. In such event, Contractor shall notify the Department immediately in writing in advance of entering into any such negotiations with another Public Body, and shall seek approval of the Department prior to executing any such agreements, which such approval the Department may not unreasonably withhold. Any such agreements shall contain the following terms, at a minimum:

1. The Contractor's detailed proposal (Exhibit C of this Comprehensive Agreement) proposed providing propane fueling infrastructure at Public Body locations when such locations will service 20 or more light – and/or medium-duty vehicles. However, the Contractor will give consideration to implementing fueling infrastructure for Public Bodies with less than 20 vehicles. Public Bodies should contact the Contractor or Department when considering fueling infrastructure needs.
2. Contractor shall notify the Department in advance, in writing, prior to entering into any negotiations with a Public Body. Prior to executing any agreement, Contractor must receive approval of the Department, which approval will not be unreasonably withheld.
3. Contractor must indicate to the Department whether the site will be made available to the Commonwealth and other Public Bodies for refueling purposes. Further, Contractor must indicate whether the site will be accessible by the General Public.
4. If there are any affected local jurisdictions which will not be involved in the negotiations, Contractor shall provide the proposed agreement to those jurisdictions, as required in Va. Code 56-575.6. The affected local jurisdiction shall have sixty days to submit to the Public Body any written comments it may have on the proposed agreement, and indicate whether the facility is compatible with the local comprehensive plan, local infrastructure development plans, the capital improvements budget or other government spending plan. Such comments shall be given consideration by the negotiating Public Body prior to entering into any agreement for construction of the site.
5. The Public Body shall comply with any other procedures or notice requirements it may have regarding agreements of the nature proposed hereunder.

6. The agreement shall have the following terms, at a minimum:
- (a) Contractor will provide training at no cost to Public Bodies on the use of the infrastructure, in accordance with Exhibits B and C to the Comprehensive Agreement (the Contractor's conceptual and detailed proposals).
 - (b) Contractor shall be responsible to ensure the proper level of propane is continuously, without interruption, available to purchasing Public Bodies and the General Public as needed.
 - (c) Contractor shall be responsible for all required maintenance and operations costs associated with the site.
 - (d) Contractor shall be responsible for compliance with all laws and regulations applicable to the businesses in which it engages and the impact of those business on employees and the General Public.
 - (e) Contractor shall be responsible for and shall hold the Public Body harmless for any and all environmental contamination, or liability arising from Contractor's negligence.
 - (f) Contractor shall be responsible for and shall hold the Public Body harmless from and against any liability arising from the design, installation, and maintenance and operation of its facilities and equipment on any of the Public Body's property.
 - (g) Contractor shall be responsible for and shall hold the Public Body harmless from and against any claims related to the actions of Contractor, its officers, agents, employees and invitees.
 - (h) Purchases shall be made using the Contractor's automated fueling system. Contractor will provide the Department with fuel usage data. The Contractor shall not be responsible for any software and/or hardware maintenance, upgrade, fixes, or any other aspects related to the Public Body's or Commonwealth's fuel management system.
 - (i) The Contractor shall be responsible for all software and/or hardware costs associated with the operation of its propane infrastructure, and the capturing of propane usage data to be provided to the Department. . The Department and Contractor will agree upon the data elements which will be captured by the Contractor's fuel management system and provided to the Commonwealth in an agreed to file format. At a minimum the data elements will include purchasing agency, amount of fuel purchased, cost per unit of fuel, date, time, and location of fuel dispensed.