RESOLUTION - ACTION REQUESTED 2019-62

MEETING:    February 5, 2019

TO:          The Board of Supervisors

FROM:        Chevon Kothari, Health and Human Services Director

RE:          Ratify the Acceptance of Approval for the Propane Supply Agreement and Equipment Lease with AmeriGas

RECOMMENDATION AND JUSTIFICATION:
Ratify the Propane Supply Agreement and Equipment Lease with AmeriGas; and authorize County Administrative Officer to execute Attachment A - Price of Propane in effect from October 1, 2018 through September 30, 2019.

The County currently has a three year agreement with AmeriGas to supply propane and equipment to the Health and Human Services Agency. The term of the agreement is October 1, 2017 through September 30, 2020. This agreement was executed by the County Purchasing Agent. It is requested that the Board ratify this agreement since Mariposa County Code only allows the Purchasing Agent to enter into qualifying contracts of one year or less.

It is also requested that the Board authorize the County Administrative Officer to execute Attachment A - Price of Propane in effect from October 1, 2018 through September 30, 2019.

AmeriGas is an LPG distribution company headquartered in King of Prussia, Pennsylvania, with extensive operations in the United States. Founded in 1959, it is the nation’s largest retail propane marketer, serving approximately 2 million customers from approximately 2,500 distribution locations. For this specific agreement, AmeriGas will provide propane services and lease equipment to County of Mariposa Health and Human Services facilities.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors has not approved any prior agreements with AmeriGas.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Failure to ratify the agreement and allow approval of the amendment runs the risk of creating unsafe working environments for staff members within Health and Human Services facilities.
Resolution - Action Requested 2019-62

FINANCIAL IMPACT:
Revenue and corresponding appropriations are included in the Fiscal Year 2018-2019 Budget.

ATTACHMENTS:
AmeriGas Agreement Wsignatures January 2018 (PDF)
Amerigas Price Index Agmt 2019 Wcsignature (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Kevin Cann, Miles Menetrey
EXCUSED: Merlin Jones
Propene Supply Agreement & Equipment Lease
Non-Residential

This Propene Supply Agreement and Equipment Lease ("Agreement") is between AmeriGas______, (the "Company"), Address: ___________ and the Customer identified below ("Customer") and will be in effect for a minimum of three (3) years or ____ year(s) (whichever is shorter) from the date it is signed by the Customer and from month-to-month thereafter or until terminated in accordance with paragraph 10 of this Agreement.

<table>
<thead>
<tr>
<th>Customer</th>
<th>eMail</th>
<th>City/State</th>
<th>Zip</th>
<th>Phone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mariposa</td>
<td><a href="mailto:chapkirk.mariposa@he.g">chapkirk.mariposa@he.g</a></td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>209 966-8251</td>
</tr>
<tr>
<td>Customer</td>
<td><a href="mailto:chapkirk.mariposa@he.g">chapkirk.mariposa@he.g</a></td>
<td>Mariposa</td>
<td>CA</td>
<td>95338</td>
<td>209 966-8251</td>
</tr>
</tbody>
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GENERAL TERMS AND CONDITIONS FOR NON-RESIDENTIAL CUSTOMERS:

1. LEASED EQUIPMENT.
A. General Provisions. Upon request, the Company ("we" or "our") will lease and provide to you various equipment, including a propane storage tank or cylinder, regulator(s), tank monitors and related equipment (the "Leased Equipment"). In the interest of safety, you will not allow anyone to make any adjustments, connections or disconnections to the Leased Equipment or remove or pump-out the tank without our written permission. You agree that only propane sold by the Company will be used with the Leased Equipment.

B. Propane System Maintenance & Repair. Except for the Leased Equipment, you are responsible for the maintenance and repair of your entire propane system, including compliance with applicable laws and regulations. You are required to notify us in the event that you disconnect the propane system or add or remove appliances so that we may conduct a Leak Check on the Leased Equipment. You will notify the Company immediately if the Leased Equipment is damaged or malfunction, or if you experience any problems with the Leased Equipment.

C. Tank Rent. You agree to pay the Company annual tank rent during the period the Leased Equipment is installed at the property. The amount of rent can vary depending on, among other things, the size of the tank, the location of the business, and your annual usage. Please contact your local District office if you have questions about the tank rent that is applicable to you.

D. Access to Equipment. You agree that the Company has an irrevocable right of entry to enter and exit your property, without prior notice, to deliver propene or to install, repair, service, or remove the Leased Equipment, or to perform any other services that the Company deems reasonably necessary. You agree to provide the Company with safe, free and unimpeded access to the Leased Equipment, including, but not limited to, access free of ice, snow, water, mud and other hazards. You will mark or otherwise identify the location of septic systems and similar underground features as necessary to allow the Company to safely install the Leased Equipment, perform services, and make deliveries. You agree that the Company has no obligation to contact you to access the Leased Equipment and may suspend deliveries or service in the event the Company is unable to reasonably access the Leased Equipment. You agree to promptly surrender to the Company the Leased Equipment when your relationship with the Company is terminated for any reason. You also agree that only Company representatives are allowed to service, repair, disconnect or otherwise touch the Leased Equipment without Company's written permission.

E. Title to Equipment. The Leased Equipment will at all times remain the property of the Company and will not become a fixture or a part of your real property.

F. Propane Meters. If you have a Company propane meter installed on the Leased Equipment, you will be billed for your actual propane usage rather than per delivery. The Company reserves the right to bill you based on an estimated usage amount, which will later be followed-up by an actual reading, based on which: (i) you will receive a credit to the extent that the estimated amount exceeds the actual propane usage amount or (ii) you will be charged an additional amount to the extent that the actual amount of propane used exceeds the estimated amount. A monthly Meter Fee as defined in Section 4(B) below is applied to customers who have meters.

2. SAFETY INFORMATION. Safety information has been or will be supplied in your Welcome Packet. If you did not receive the safety information, please contact us at 800-501-8953 and we will mail this information to you. Additionally, the Company's safety warnings are also contained on our website or at www.propanesafetyfirst.com. We strongly advise you to regularly visit our website to view those and other important safety warnings. If you smell propane or experience any other adverse propane condition or safety-related matter, you should immediately contact your local District office.

3. PROPANE DELIVERY. The Company offers two types of propane delivery:

- Automatic - Under this delivery option, the Company will make periodic deliveries to you on either a fixed cycle basis or based upon a number of forecasting factors, including temperature conditions and your specific usage patterns. To ensure accurate forecasting, we request that you update the Company with any changes in your usage or appliances.

- Will Call - Under this delivery option, you must request a propane delivery. The Company recommends you order a delivery when your tank is at approximately 30% to ensure a timely delivery. Most Will Call deliveries will be made within 1-2 business days after your request. The Company will assess a Will Call Convenience Fee per delivery. Weather and other factors may affect delivery times. Expedited delivery requests may be assessed a Special Trip Charge.

4. PRICING, FEES, RATES AND CHARGES. You agree to pay the Company's price per gallon, fees, rates, and charges in effect on the date that propane is delivered for Automatic delivery or ordered for Will Call delivery, when services are rendered, or as may be set forth on the delivery ticket.
A) Price. Unless you have an agreement which determines your price, you will receive the Company's daily market price per gallon that is set at the Company's discretion, which includes, among other things and without limitation, the cost of propane, freight and transportation, and may vary depending upon the volume of propane purchased by the customer, customer classification, ownership of propane tank and competitive conditions. You may contact your District office to receive current pricing information as pricing changes frequently and without prior notice to the customer.

B) Current Fees and Charges. In addition to the price per gallon, the Company will apply other fees and charges to your account depending on the services requested and/or required. The fees and charges provided below are the most frequently assessed, but other fees and charges may apply depending on the services rendered. Please contact your local District office for specific questions regarding fees and charges and for updated information. THE FEES LISTED BELOW ARE NOT GOVERNMENT IMPOSED, NOR ARE ANY PORTION OF THEM PAID TO ANY GOVERNMENT AGENCY. THE COMPANY RESERVES THE RIGHT TO CHANGE ITS FEES, RATES, AND CHARGES WITHOUT PRIOR NOTICE.

- **Fuel Recovery Fee** – This fee, which is assessed to propane deliveries and service calls, helps to offset the significant expenses incurred by the Company in fueling its fleet of motor vehicles. This fee fluctuates based on the Company's cost of fuel fluctuations. For updated Fuel Recovery Fee information, please contact your local District office or visit the Company's website.

- **HazMat & Safety Compliance Fee** – This fee, which is assessed to propane deliveries and service calls, helps to offset a portion of the costs the Company incurs to comply with federal, state and local government regulations, including those not limited to, hazardous materials, homeland security, emergency preparedness and workplace safety. It is also used to fund, among other things, employee safety training and inspections, cylinder re-qualification, and environmental compliance. The fee as of the date of this Notice is $10.99.

- **Leak Check Charge** – This charge is applied when the Company must perform a Leak Check to verify that the propane system does not have any leaks. This test is required by law under certain circumstances, which may include: when a new piping system is installed, if the gas has been turned off for any reason or if there has been an interruption of gas service, or if the event a leak in the system is suspected. The local District office can provide specifics on when a Leak Check is required and the current charge.

- **Meter Fee** – This fee is applicable to customers who are charged for their propane use based on an amount of usage as measured by the Company’s meter. This fee helps to offset the cost of the meter, meter reading and related administrative costs. The fee also helps to offset the costs otherwise covered by the HazMat & Safety Compliance Fee (as described above), which is not charged to metered customers. The fee as of the date of this Notice is $11.99 per month.

- **Pump-Out/Restocking Charge** – This charge is assessed when the Company is required to pump out a tank that contains propane in excess of five percent water capacity in order to remove a Company-owned tank from the customer's property. You can avoid this charge by continuing service with the Company until the supply of propane in the tank is less than five percent. Depending on the size of the tank/cylinder, this charge may be up to $149.99.

- **Reconnect Charge** – In the event that your tank is locked off by the Company due to nonpayment, this fee will be assessed to remove the lock, perform a Leak Check and put your propane system back into service. The fee as of the date of this Notice is $79.99.

- **Returned Check Fee** – This fee is intended to cover the deposit return fees assessed by financial institutions and related administrative limitations associated with the return of a customer check for insufficient funds. The Returned Check Fee as of the date of the notice is $33.00.

- **Service Dispatch Charge** – This charge is applied when a service technician is requested to a customer's location to perform diagnostic or other service work on customer-owned equipment and appliances or to pick up a Company-owned tank or cylinders. The Service Dispatch charge as of the date of this Notice is $59.99. This charge will not be credited toward service work performed and additional charges may be assessed depending upon the nature of the service work required. Please check with your local District office regarding the availability of appliance repair service.

- **Special Trip Charge** – This charge is incurred by customers who request deliveries within forty-eight (48) hours or non-emergency service after business hours or on weekends. This charge can vary due to the distance involved and/or the time required to service the request and can be obtained from your local District office.

- **Tank Rent** – See Section 1C.

- **Will Call Convenience Fee** – This fee is assessed for propane deliveries to customers enrolled in the Will Call delivery option. Eligible customers may avoid this fee by switching to Automatic delivery. The fee as of the date of this Notice is $6.99 per delivery.

5. PAYMENT TERMS AND LATE FEES. If you have received credit terms from the Company, you will be billed after propane is delivered or services are rendered, unless other payment arrangements have been agreed to in advance. If you dispute an invoice or believe your invoice is inaccurate, you must contact your District office within thirty (30) days of receipt. You agree to pay the Company for all fees, rates, and charges on or before the due date indicated on the invoice. If you fail to pay all amounts owed to the Company by the applicable due date, the Company may, unless prohibited by law, add a monthly late charge of 1.5% of the average daily balance until paid or a late charge of $56.00, whichever is greater. In the event you fail to make a payment on the outstanding amount owed, the Company may, after providing written notice to you, suspend service and/or place a lock on the Leased Equipment. If the Company places a lock on the Leased Equipment, all amounts outstanding (including the applicable Reconnect Fee) must be paid in full before service will be restored. The Company reserves the right to require you to pay for propane deliveries or services in advance or to post a cash deposit, which may be applied by the Company at any time in whole or in part to the outstanding balance. Maryland Customers: If all of the outstanding amount owed is not received within 15 days after it is due, you will pay a late charge of the greater of $5.00 per month or 10% per month for the part of the outstanding amount that is late.

6. LICENSES, PERMITS AND TAXES. You agree to pay for all licenses, permits, and taxes associated with the sale or use of the propane and Leased Equipment or service covered by these Terms and Conditions.

7. INDEMNIFICATION. Both Company and Customer agree to indemnify, defend and hold the other harmless from and against any and all claims, losses, demands, suits, damages and liabilities for personal injuries and/or property damage, arising out of or caused by any negligent act or omission on the part of the other party, its agents or employees.

8. LIMITATION OF LIABILITY. UNLESS OTHERWISE SPECIFIED OR IMPLIED, WITH RESPECT TO ANY PROPAHE, TANK, CYLINDER, AND/OR RELATED EQUIPMENT OR SERVICE PERFORMED UNDER THESE TERMS AND CONDITIONS, THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR IN ANY EVENT, TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES (CT, KS, ME, MS, NH, WA, AND WV) DO NOT ALLOW THIS EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

9. DISCLAIMER OF WARRANTIES. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE, TANK, CYLINDER, AND/OR RELATED EQUIPMENT OR SERVICE PERFORMED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES (CT, KS, ME, MS, NH, WA, AND WV) DO NOT ALLOW THIS EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

10. TERMINATION OF PROPANE SERVICE. Unless otherwise specified, your propane service may be terminated for convenience at the end of the initial Term or Renewal Term upon the provision of thirty (30) days prior written notice to the Company.

- For Leased Equipment customers only: If propane service is terminated prior to the end of the Initial Term, Company may recover from you its lost profits that it was projected to receive based on the time you fulfilled your obligations under these Terms & Conditions, and other applicable damages, including any installation charges which were waived.
at the time of contract. The Company may also charge you a Service Dispatch Charge, the Pump-Out/Restocking Charge if the supply of propane remaining in the tank is greater than 5% water capacity, and the HazMat and Fuel Recovery Fee, if applicable.

- For Customer-Owned Equipment only: If propane service is terminated prior to the end of the Initial Term, Company may recover from you its lost profits that it was projected to receive had you fulfilled your obligations under these Terms & Conditions, and other applicable damages, including any installation charges which were waived at the time of the contract.

- For Leased Equipment customers only: If propane service is terminated after your Initial Term, the Company will charge you a Service Dispatch Charge, the Pump-Out/Restocking Charge if the supply of propane remaining in the tank is more than 5%, and the HazMat and Fuel Recovery Fee, if applicable.

- Unless required by law, the Company does not repurchase propane remaining in the tank or provide customer refunds for any unused propane. The Company may, however, in its sole discretion, repurchase the propane remaining in the tank in certain circumstances. If the Company determines to repurchase the remaining propane, the repurchase price will be based upon the lower of the price per gallon that you paid or the Company’s current daily market price.

- The Company may terminate service with you at any time, without prior notice, if you fail to satisfy any of these Terms and Conditions or if the Company determines, in its sole discretion, that a condition exists that poses a health or safety threat. 11. EXCUSED PERFORMANCE. The Company will not be responsible for any delay or damages caused by events or circumstances beyond its reasonable control, including without limitation, acts of God, fires, storms, floods, labor disputes, wars, hostilities, compliance with laws or regulations, the Company’s inability to obtain propane or equipment from its customary suppliers, terminal, refinery or pipeline disruptions, allocation programs, lack of or inadequate transportation facilities, or terrorism. Under any of these or similar circumstances, the Company may allocate propane and equipment among its customers in any manner that the Company, in its sole judgment, deems reasonable.

12. TERMS & CONDITIONS. From time to time, the Company issues Terms & Conditions. The issuance of the Terms & Conditions will replace the terms & conditions in this Agreement thirty (30) days after your receipt or upon the effective date listed on the Terms & Conditions, whichever is later. By accepting delivery of propane, or by paying any invoice, fees, rates, or charges, you are deemed to have accepted the Terms & Conditions and does not require your signature. The notice may be in the form of a bill insert, email or other written notification.

13. CUSTOMERS WITH UNDERGROUND LEASED TANKS. At the time of installation and removal of the Leased Equipment, you will mark or otherwise accurately identify the location of all underground systems that are not marked by your State’s “Call Before You Dig” program, including, but not limited to, sprinkler lines, septic systems, leach pits, underground ponds and similar underground features. You are responsible for all costs of the excavation and removal of the Leased Equipment and the Company is not responsible for furnishing fill, restocking, landscaping or restoring your property to its previous condition upon removal. You will be billed on an hourly basis for this work with local labor rates prevailing, unless other arrangements are provided. The charge to remove an underground tank can vary greatly and is affected by numerous factors, including the size of the tank, access to the tank, soil conditions and other impediments. The Company may at its option charge you for the value of the groundwater tank in lieu of physically removing the tank from your property.

14. TRAINING. Customer will properly train each of its employees, or any individual who handles propane or uses the Equipment, as to how to safely fill containers, if applicable, and use propane. Customer will not allow anyone to handle propane or use the Equipment unless and until that individual has been properly trained to do so. It is Customer’s responsibility to provide Company with written notice if Customer, or any of its employees or agents, need additional training in order to comply with this provision. If the customer fails to comply with any portion of this provision, then Customer agrees it shall be solely responsible for any and all injuries or damages that result, and Customer will indemnify, defend and hold Company harmless from all claims, suits, demands and judgments, including those claims brought by Customer’s employees or agents.

15. CLAIMS AND ARBITRATION

A. Arbitration Agreement. Upon the election of either party, a Dispute shall be resolved by binding arbitration. "Dispute" means any claim or controversy arising from or relating to the relationship between you and the Company, including without limitation any and all: (1) claims for relief or theories of liability, whether based in contract, tort, statute or otherwise; (2) claims against the Company or its parents, subsidiaries, affiliates, predecessors, successors or assigns and any of their directors, officers, employees and agents; (3) claims that arose before or after the expiration or termination of this or any prior Agreement; and (4) claims that are the subject of a putative class action in which no class has been certified. "Dispute" shall not, however, include: (1) issues relating to the scope, validity or enforceability of this arbitration agreement; (2) claims filed by you or the Company on an individual basis in small claims court; or (3) claims filed by or on behalf of the Company to collect money you owe the Company.

B. Right to Reject this Agreement or Changes to this Agreement. Notwithstanding anything in this Agreement to the contrary, you may reject this arbitration agreement or future changes to this arbitration agreement. To do so, you must send the Company written notice by certified mail postmarked no later than thirty (30) days after your first receipt of notice of this arbitration agreement (if rejecting the arbitration agreement) or notice of the change (if rejecting changes to the arbitration agreement) to Box 965, Valley Forge, PA 19482, Attn: General Counsel. Your decision will not adversely affect your relationship with or receipt of goods or services from the Company.

C. Procedures for Arbitration. This arbitration agreement is governed by the Federal Arbitration Act. Arbitrations shall be administered by the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes (collectively the "AAA Rules") as modified by this arbitration agreement. If your claim is less than $10,000, you may choose whether the arbitration will be decided on the papers or after a telephonic or in-person hearing.

D. Waiver of Jury Trials and Class Actions. IN ARBITRATION, DISPUTES ARE RESOLVED BY AN ARBITRATOR RATHER THAN A JUDGE OR JURY. WHETHER IN ARBITRATION OR COURT, YOU AND THE COMPANY WAIVE THE RIGHT TO PROSECUTE OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE ACTION. UNLESS YOU AND THE COMPANY AGREE OTHERWISE IN WRITING, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION BASIS, AND NEITHER THE ARBITRATOR NOR JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. THE ARBITRATOR/JUDGE MAY PROVIDE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF TO THAT INDIVIDUAL PARTY. THIS CLASS ACTION WAIVER IS A MATERIAL AND ESSENTIAL PART OF AND CANNOT BE SEVERED FROM THIS ARBITRATION AGREEMENT.

16. NOTICE. Any notice by you shall be sent by U.S. mail, postage prepaid, to the Company at Box 965, Valley Forge, PA 19482, Attn: Customer Service. Notice to you may be in the form of a bill insert, stand-alone mailing, email or other written notification.

17. WAIVER. If we delay in exercising any of our rights, the Company will not be prevented from exercising our rights at a later date. The Company's waiver of any breach of the Terms & Conditions at any time shall not excuse future breaches by the customer.

18. SURVIVAL. Paragraphs 1, 5, 6, 7, 8, 9, 10, 13, 14, 15 and 17 shall survive termination of your relationship with the Company.

19. CUSTOMER OWNED EQUIPMENT. The following provisions do not apply to Customers-Owned equipment:

Paragraph 1: • Leased Equipment
Paragraph 4(B): • Pump-Out/Restocking Charge as it relates to the pick-up of the Company-owned Equipment; however, the remaining provisions of this paragraph apply.

Paragraph 6: • Licenses Permits & Taxes as it relates to permits for tank installation; however, the remaining provisions of this paragraph apply.
If this block is checked, this Propane Supply Agreement and Equipment Lease is further subject to the Terms and Conditions set forth in Attachment(s), which is/are attached hereto and made part hereof.

DESCRIPTION OF LEASED EQUIPMENT

Tank/Cylinder: _____________________________ Serial Number: _____________________________

Regulator: _______________________________ Other: ________________________________

CUSTOMER: Mariposa County
SIGNATURE: _____________________________ COMPANY: AmeriGas
PRINT NAME: Dallin Kimble COMPANY SIGNATURE: _____________________________
TITLE: CER
DATE: 10/1/2017 DATE: 1-19-2018

APPROVED AS TO FORM:

STEVEN W. DAHLEM
COUNTY COUNSEL
SAFETY NOTICE
Separate Attachment

For your safety, propane has a strong, unpleasant odor added so that propane leaks can be detected. You and each person using or handling propane must be able to recognize the smell of propane. Always take action if you smell any foul odor.

CAN YOU SMELL IT?

It may be hard for some people to smell propane for any one or more of the following reasons:
- Colds, allergies, sinus congestion or another medical condition;
- The sense of smell is reduced due to the use of tobacco, alcohol, drugs, smoke, cooking odors and other strong odors that mask the smell of propane;
- With age, the sense of smell may be less sensitive;
- If the smell of propane is present for a period of time, "odor fatigue" may occur and a person no longer smells the propane odor; or
- The smell of propane may be in an area (basement or crawl space) where it is not detected by those in other areas of the building.

A phenomenon called "odor fade" may occur, the unintended reduction in the concentration of the odor of propane. Although rare, several situations can cause odor fade:
- Air, water or rust in a propane container;
- If an underground propane leak exists, the passage of propane through some soil gas;
- Propane odor may stick to inside surfaces of propane piping and distribution systems or other materials.

IF YOU SMELL GAS:

- Do Not Enter An Area Where You Suspect a Gas Leak
- Do Not Try to Judge for Yourself the Level of Danger of a Gas Leak: All Gas Leaks Pose a Serious Threat.
- No Flames or Sparks: Put out all smoking materials and other open flames. Do not use lights, appliances, telephones, including cell phones. Flames or sparks from these can trigger an explosion.
- Leave the Area Immediately: Get everyone out of the building or area where you suspect gas is leaking.
- Shut-Off the Gas: Turn off the main gas supply valve on the propane | tank if it is safe to do so. Turn the valve to the right to close.
- Report the Leak: From a neighbor's house or other nearby building away from the gas leak, call the Company right away. If you cannot reach the Company, call 911 or your local fire department.
- Do Not Return to the Area or Building until the Company or the local officials who have responded determine it is safe to do so.
- Get Your System Checked: Before you attempt to use any of your propane appliances, the Company or another qualified propane service technician must conduct a Leak Check.

RUNNING OUT OF GAS:
DO NOT RUN OUT OF GAS. SERIOUS SAFETY HAZARDS, INCLUDING FIRE AND EXPLOSION, CAN RESULT.

- If an appliance valve or gas line is left open when the propane supply runs out, a leak could occur when the system is recharged with propane.
- Air and moisture could get inside the propane container resulting in the possibility of odor fade.
- If you run out of gas, your pilot lights will go out and can be extremely dangerous if not handled properly.
- A Leak Check IS REQUIRED.
- SET-UP REGULAR FORECASTED DELIVERIES. Check the gauge on your tank and if the fuel level drops at or near 20%, call the Company.

LIGHTING PILOT LIGHTS

It is strongly recommended that a qualified propane service technician light any pilot light that has gone out.
- A pilot light that repeatedly goes out or is difficult to light may be a signal that there is a problem with the appliance or the propane system. If this occurs do not try to fix the problem yourself. Contact a qualified propane service technician to evaluate the appliance.

IF YOU LIGHT A PILOT YOURSELF, YOU ARE TAKING THE RISK OF STARTING A FIRE OR AN EXPLOSION. MANY SERIOUS INJURIES OCCUR WHEN PEOPLE ATTEMPT TO LIGHT PILOT LIGHTS. PROCEED WITH GREAT CAUTION.

- Follow the manufacturers' instructions and warnings about the appliance.
- If the appliance is in a basement or closed room, thoroughly ventilate the area before lighting the pilot.
- DO NOT smoke or have any source of ignition in the area before lighting the pilot.
- IF YOU SMELL GAS, DO NOT LIGHT THE PILOT. Be especially alert for the smell of propane and sniff at the floor level before attempting to light the pilot. Do not try to light pilots in any area where other odors (such as musty or damp smells) may make it hard to detect the smell of propane leak.
- DO NOT allow anyone to be in the area where you are lighting the pilot.
- DO NOT apply force or use tools on the pilot light or controls. This could damage the components and cause gas leakage.
- DO NOT attempt to let air out of the gas lines by opening a valve or fitting inside a building or enclosed space. You may release gas and not be able to smell it.
- DO NOT apply oil to a sticky knob or button on a gas control valve. It can cause the control valve to malfunction.
- DO NOT tamper with or use tools to operate gas controls.

CARBON MONOXIDE IMPROPERLY VENTED OR DEFECTIVE APPLIANCES CAN CAUSE POTENTIALLY FATAL CARBON MONOXIDE POISONING. HAVE YOUR SYSTEM PERIODICALLY INSPECTED BY A QUALIFIED SERVICE COMPANY.

OTHER IMPORTANT SAFETY RULES

- DO NOT allow unqualified personnel to service your propane appliances or system.
- If any of your appliances has been flooded, shut off the gas immediately at the tank. DO NOT use the gas system until the wet or flooded appliances have been checked or serviced.
- Keep combustible products, like gasoline, kerosene or cleaners, in a separate room from propane appliances. Appliance pilot lights could ignite fumes from those combustibles.
ATTACHMENT A

PRICE OF PROPANE

Area Index

Subject to the provisions of the Propane Supply Agreement and Equipment Lease, the price for propane will be the Company's local Area Index, plus $0.400 per gallon and any applicable taxes, fees, rates and charges.* This pricing will remain in effect from 10/01, 2017 to 10/1, 2018.

The Company's Area Index represents a blended average of the Company's total propane costs for the Company's geographic areas and supply points in which the District that serves Customer is located including, but not limited to, the cost of beginning inventories, all current propane procurement costs and freight costs. The Area Index is updated regularly to better approximate the continuously varying costs of propane resulting from various market forces. The price will also include any applicable taxes, fees, rates and charges.*

CUSTOMER

Signature: [Signature]
Title: CRR
Print Name: Dallas E. Kimble
Date: 10/1/2017
Customer Number: 202707501
Contract Number: 

COMPANY

Signature: [Signature]
Title: CRR
Print Name: Kathy Hatleli
Date: 1/19/2018
District Name: Oakhurst
District Number: 7,147

*The Hazardous Material & Safety Compliance and Fuel Recovery Fees will be assessed for propane deliveries or service work performed. If Company is unable to obtain propane from its customary suppliers; experiences terminal, refinery or pipeline disruptions; allocation programs instituted by pipelines, refiners or other suppliers; or lack of or inadequate transportation facilities, the price set forth above will be adjusted during the period that this takes place to account for Company's increased expenses in obtaining or transporting propane.

APPROVED AS TO FORM:

[Signature]
STEVEN W. DAHLEM
COUNTY COUNSEL

Company Form No. Cr-50 (rev 06172013)
ATTACHMENT A

PRICE OF PROPANE

Area Index

Subject to the provisions of the Propane Supply Agreement and Equipment Lease, the price for propane will be the Company’s local Area Index, plus $0.400 per gallon and any applicable taxes, fees, rates and charges. * This pricing will remain in effect from 10/01, 2017 to 10/1, 2018.

The Company’s Area Index represents a blended average of the Company’s total propane costs for the Company’s geographic areas and supply points in which the District that serves Customer is located including, but not limited to, the cost of beginning inventories, all current propane procurement costs and freight costs. The Area Index is updated regularly to better approximate the continuously varying costs of propane resulting from various market forces. The price will also include any applicable taxes, fees, rates and charges.*

CUSTOMER

Signature: [Signature]
Title: CMO
Print Name: Dallin Kimble
Date: 10/17/2017
Customer Number: 202707524
Contract Number: 

COMPANY

Signature: Kathy Hatleli
Title: CRR
Print Name: Kathy Hatleli
Date: 1-19-2018
District Name: Oakhurst
District Number: 7,147

*The Hazardous Material & Safety Compliance and Fuel Recovery Fees will be assessed for propane deliveries or service work performed. If Company is unable to obtain propane from its customary suppliers; experiences terminal, refinery or pipeline disruptions; allocation programs instituted by pipelines, refineries or other suppliers; or lack of or inadequate transportation facilities, the price set forth above will be adjusted during the period that this takes place to account for Company’s increased expenses in obtaining or transporting propane.

APPROVED AS TO FORM:

STEVEN W. DAHLEM
COUNTY COUNSEL

Company Form No. CH-50 [rev. 06172013]
ATTACHMENT A

PRICE OF PROPANE

Area Index

Subject to the provisions of the Propane Supply Agreement and Equipment Lease, the price for propane will be the Company’s local Area Index, plus $0.420 per gallon and any applicable taxes, fees, rates and charges.* This pricing will remain in effect from 10/01, 2018 to 9/30, 2019.

The Company’s Area Index represents a blended average of the Company’s total propane costs for the Company’s geographic areas and supply points in which the District that serves Customer is located including, but not limited to, the cost of beginning inventories, all current propane procurement costs and freight costs. The Area Index is updated regularly to better approximate the continuously varying costs of propane resulting from various market forces. The price will also include any applicable taxes, fees, rates and charges.*

CUSTOMER

Signature: [Signature]
Title: Board Chair
Print Name: MILES MENETREY
Date: Feb 7, 2019
Customer Number: 202707501
Contract Number: 60

COMPANY

Signature: [Signature]
Title: District Manager
Print Name: Mike Vieira
Date: 11/30/2018
District Name: Oakhurst
District Number: 7,147

*The Hazardous Material & Safety Compliance and Fuel Recovery Fees will be assessed for propane deliveries or service work performed. If Company is unable to obtain propane from its customary suppliers; experiences terminal, refinery or pipeline disruptions; allocation programs instituted by pipelines, refiners or other suppliers; or lack of or inadequate transportation facilities, the price set forth above will be adjusted during the period that this takes place to account for Company’s increased expenses in obtaining or transporting propane.

APPROVED AS TO FORM:

STEVEN W. DAHLEM
COUNTY COUNSEL

Company Form No. CR-50 (rev. 06/17/2013)