

### Firm Gas Service Extension Agreement

THIS AGREEMENT, made and entered into this 13 day of May, 2024 by and between GREAT PLAINS NATURAL GAS CO., A Division of Montana-Dakota Utilities Co., 705 West Fir Ave, Fergus Falls, Minnesota, hereinafter called "Company," and City of Marshall hereinafter called "Customer" whether one or more.

WHEREAS, Customer has requested that the Company provide natural gas service to Customer at the following location Southwest MN Regional Airport Ryan Field Sites 18, 19, 20, 21, 22 and 23. Marshall MN 56258

County of Lyon, State of MN; and

WHEREAS, such service will necessitate the construction by Company of a gas main extension and the installation of the necessary facilities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows where cost participation may be required on gas main extensions over 100 feet or where natural gas is not the primary fuel used for space heating.

Item Nos. one, two and three below may not be applicable where the Customer is not responsible for cost participation where the gas main extension is 100 feet or less, connected within 12 month from the start of construction, and where natural gas is the primary fuel used for space heating:

- 1. Company agrees to construct and install said natural gas Project in accordance with the Firm Gas Service Extension Policy within the Company's General Terms and Conditions tariff and Customer agrees that, prior to construction of same, Customer will pay to Company the required cost participation of the Project, in the sum of \$57,386.00 to be paid as follows:

check at time of signing

- 2. It is further agreed that after facilities have been placed in service, Company shall recalculate the Customer's cost participation as outlined below.

Final Actual Cost of Project	_____
Less Maximum Allowable Investment (per Rate 120)	_____
Final Cost Participation	_____
Preliminary Cost Participation	<u>\$57,386.00</u>
Difference to be:	
<input type="checkbox"/> Paid to Company	_____
<input type="checkbox"/> Refunded to Customer	_____

- 3. "Project", as used in this Agreement, shall include the gas main extension(s), valves, service stub(s), or service line(s) complete where applicable, any required payments made by the Company to the transmission pipeline company to accommodate the extension(s), and other costs excluding the distribution meter and regulator.
- 4. This Agreement applies only to Company-owned facilities and does not apply to Customer-owned facilities. Company shall not be liable for any damages on account of injury to or death of persons, or damage to property, due to the operation, maintenance, repair or replacement of customer-owned piping and equipment. All duties and liabilities in this respect are assumed by the Customer.
- 5. The following additional terms and conditions shall apply to Company's construction of a gas main and installation of the necessary facilities as follows:
  - \*All lot corners and utility easement boundaries will be placed and/or staked by a licensed surveyor.
  - \*All services installed when only a foundation is present will have gas riser locations marked by Customer on the foundation.
  - \*All trenching will be performed by a Company approved Contractor unless agreed upon otherwise.
  - \*See Attached Addendum A
- 6. The following documents are attached hereto, and incorporated herein, as part of the Agreement:
  - a. Estimate of construction costs
  - b. Map showing the route of the extension
  - c. Economic analysis of the extension
  - d. Firm Gas Service Extension Policy, effective date: April 1, 2021
- 7. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns; but the assignment of this Agreement by either party shall not relieve such party, without the written consent of the other, from any of the obligations undertaken by this Agreement. Further, this Agreement shall expire on December 1, of the year in which it was signed by the Company, or on the following date, \_\_\_\_\_, whichever is later, if the construction of the extension has not begun. If the Agreement expires, Company will refund any deposit made by Customer and, thereafter, all parties shall be relieved from any and all further liability in connection with this Agreement.
  - a. If, within the five-year period after the extension(s) in service date, the number of active customers and related volumes exceeds the projections used in the economic analysis, the Company shall recompute the participation requirement by recalculating the maximum allowable investment, in accordance with the Firm Gas Service Extension Policy. No refund shall be made by Company to Customer until the new applicants begin taking service from the Company.
  - b. If after the aforementioned five-year period, the Customer's participation amount of \$57,386.00 has not been fully refunded by that time, the obligation of the Company to make refunds shall cease. In no event, shall the total amount of refunds exceed the amount paid to Company hereunder.

**GREAT PLAINS NATURAL GAS CO.**  
A Division of Montana- Dakota Utilities Co.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Company Signature \_\_\_\_\_ Date \_\_\_\_\_

Customer Printed Name \_\_\_\_\_

Company Printed Name \_\_\_\_\_

# Addendum A

## Firm Gas Service Extension Agreement (Rate 120)

- 1) Customer agrees to provide utility easements acceptable to the Company where necessary for the benefit of this project.
- 2) The costs presented herein are estimates only, are subject to be trued-up to actual costs. These estimates do NOT include any unforeseen obstacles or frost charges. Additional costs will be the responsibility of the customer.
- 3) Customers are responsible for locates of customer owned facilities including, but not limited to: sprinkles systems, customer downstream piping, and customer owned electric facilities. Montana-Dakota Utilities Co. will not be responsible for damages to facilities that were not located prior to construction.
- 4) All land in which utilities will be placed must be within six (6) inches of final grade and property pins must be in place.
- 5) All wet utility deep work must be complete and stubbed beyond the utility easement prior to construction.

Terms agreed to and accepted by:

\_\_\_\_\_

Customer

\_\_\_\_\_

Date

This addendum accompanies the Firm Gas Service Extension Agreement dated \_\_\_\_\_