

RESOLUTION 2023-10

A RESOLUTION OF THE TOWN OF GENOLA APPROVING AN AGREEMENT GRANTING TO QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH, A FRANCHISE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A GAS DISTRIBUTION SYSTEM IN THE TOWN OF GENOLA, COUNTY OF UTAH, STATE OF UTAH.

WHEREAS, Questar Gas Company dba Dominion Energy Utah, a Utah corporation (Dominion Energy) desires to construct, maintain, and operate a gas distribution system within the Town of Genola (Town) County of Utah; and

WHEREAS, the Genola Town Council has determined that is in the best interest of the citizens of the Town to grant a franchise to Dominion Energy to use the roads and streets within the Town for such purpose;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF GENOLA, UTAH:

1. Adoption of Amendment. The Town Council of Genola hereby approves and adopts the attached Agreement, granting a Franchise to Dominion Energy, and the Mayor and Town Recorder are authorized and directed to execute the attached Agreement on behalf of the Town of Genola; and
 2. The Agreement shall be identified in the Town of Genola as Agreement 2023-02.
 3. Effective date. This resolution shall take effect immediately, as authorized by §10-3-719 of Utah Code Annotated.
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AGREEMENT 2023-02

AN AGREEMENT GRANTING TO QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH, A FRANCHISE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A GAS DISTRIBUTION SYSTEM IN THE TOWN OF GENOLA, COUNTY OF UTAH, STATE OF UTAH.

This AGREEMENT is made and entered into this 16 day of August, 2023, by and between Questar Gas Company dba Dominion Energy Utah, a Utah corporation, (Dominion Energy) and the Town of Genola, a municipal corporation in the State of Utah (Town).

WHEREAS, Dominion Energy desires to construct, maintain, and operate a gas distribution system within Genola; and

WHEREAS, the Genola Town Council has determined that it is in the best interest of the citizens of the Town to grant a franchise to Dominion Energy to use the roads and streets within the Town for such purpose;

NOW, THEREFORE, the parties agree as follows:

1. **Grant of Franchise.** The Town grants to Dominion Energy a nonexclusive franchise (Franchise) to construct, maintain, and operate in the present and future roads, streets, alleys, highways, and other public rights-of-way within Town limits, including any property annexed or otherwise acquired by the Town after the effective date of this Franchise, (collectively, Streets) a distribution system for furnishing natural gas to the Town and its inhabitants for heating and other purposes. Dominion Energy shall have the right to erect, construct, equip, and maintain along, over, and under the Streets a system of mains, pipes, laterals, and related equipment (Facilities) as are reasonably necessary for supplying natural gas service in accordance with this Franchise.

2. **Consideration.** In consideration of this Franchise, Dominion Energy shall pay to Town the sum of \$50.00 upon acceptance of this Franchise and shall provide gas service in

PASSED AND ADOPTED by the Town Council of the Town of Genola, State of Utah on the 16th day of August, 2023, by the following Vote:

	Yes	No	Abstain	Absent
Martin Larson	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Neil Brown	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Hale Robison	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Grant Lundberg	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Stan Judd	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>

TOWN OF GENOLA:

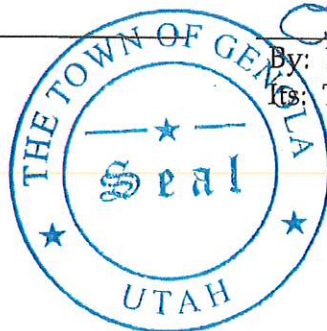
ATTEST:

Martin Larson

By: Martin Larson
Its: Mayor

Lucinda Thomas

By: Lucinda Thomas
Its: Town Clerk/Recorder



accordance with the terms of this Franchise. As further consideration for this Franchise, Dominion Energy recognizes and agrees that the Town has or will levy a municipal energy sales and use tax (MET) of 6% in accordance with the Municipal Energy Sales and Use Tax Act, as set forth in Utah Code Ann. §§ 10-1-301, *et seq.*, as amended. Nothing herein shall affect the Town's right, under the MET, as provided by statute, to alter or amend its policies on the MET.

3. **Term.** This Franchise is granted for an initial term of thirty (30) years. At the expiration of the initial term, the Franchise shall continue in effect upon the same terms and conditions for up to two additional terms (each of which is a renewal period) of fifteen (15) years each. The Town may terminate the Franchise at the end of the initial term, or at the end of any renewal period, by giving Dominion Energy written notice of the Town's intent to so terminate not less than ninety (90) calendar days before the expiration of the initial term or any renewal period.

4. **Acceptance.** Within sixty (60) days after the passage of this Agreement, Dominion Energy shall file with the Town an unconditional written acceptance of the Franchise declaring its acceptance of the Franchise and its intention to be bound by the terms and conditions of the Franchise.

5. **Construction and Maintenance of Facilities.** All Facilities shall be constructed and installed so as to interfere as little as possible with traffic over and public use of the Streets and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Streets. All Facilities shall be constructed in accordance with established gas distribution construction practices and in a manner which protects the Facilities from all traffic loads. Without unreasonable additional cost to Dominion Energy, all Facilities that are installed during the term of the Franchise shall be sited to be visually unobtrusive and to preserve the natural beauty and neighborhood aesthetics within the Town limits.

Dominion Energy shall repair or replace, at its own expense, any and all rights of way, pavements, sidewalks, street improvements, excavations, other facilities, landscaping, or other improvements, public or private, that it damages in the Franchise operations.

6. **Compliance with Ordinances--Conflict.** Dominion Energy shall comply with all Town ordinances, regulations, and requirements and shall pay all applicable fees and charges that are or may be prescribed by the Town with respect to the construction, maintenance and operation of all Facilities. However, these obligations shall apply only as long as such ordinances, regulations, requirements, or fees are not preempted by or otherwise in conflict with any applicable statutory or constitutional law, rule, or regulation, or the tariffs approved by regulatory bodies having jurisdiction over Dominion Energy, including this Franchise and any lawful revisions made and accepted by Dominion Energy during the term of the Franchise.

The Town shall have the right to inspect the construction and maintenance of the Facilities to ensure the proper compliance with applicable Town ordinances, regulations, and requirements. In the event Dominion Energy should fail to comply with the terms of any Town ordinance, regulation, or requirement, the Town shall give Dominion Energy written notice of such non-compliance and the time for correction provided by ordinance or a reasonable time for correction if there is no time frame provided by the applicable ordinance, regulation, or requirement. Excluding any correction, modification, or change to the Facilities, and after written notice and failure of Dominion Energy to make correction, the Town may, at its sole risk, make such correction itself and charge the cost to Dominion Energy including any minimum cost provided by ordinance. The Town shall not make, nor request or allow any party other than Dominion Energy to make changes, corrections, or modifications of any kind to Dominion Energy's Facilities. Nothing in this Franchise limits Dominion Energy's right to oppose any ordinance, whether existing, proposed, or adopted, from and after the effective date of this Franchise.

7. **Information Exchange.** Upon request by either the Town or Dominion Energy, as reasonably necessary, Dominion Energy and the Town shall meet for the purpose of exchanging information and documents regarding construction and other similar work within the Town limits, with a view towards coordinating their respective activities in those areas where such coordination may prove mutually beneficial. Any information received by the Town from Dominion Energy that contains or relates to Dominion Energy's confidential or proprietary information, including but not limited to information regarding future capital improvements that may involve land acquisition shall be treated with confidentiality upon request to the extent that the Town may lawfully do so.

8. **Relocation.** Upon written notice to Dominion Energy, the Town may require the relocation and removal or reinstallation (collectively, Relocation) of any Facilities located in, on, along, over, across, through, or under any of the Streets. After receipt of such written notice, Dominion Energy shall diligently begin such Relocation of its Facilities as may be reasonably necessary to meet the Town's requirements. The Relocation of Facilities by Dominion Energy shall be at no cost to the Town if (i) such request is for the protection of the public health, safety and welfare pursuant to lawful authority delegated to the Town; (ii) the Facilities have been installed pursuant to this or any other Dominion Energy franchise and not pursuant to a property or other similar right, including, but not limited to, a right-of-way, grant, permit, or license from a state, federal, municipal or private entity; and (iii) the Town provides a new location for the Facilities. Otherwise, a Relocation required by the Town pursuant to such written notice shall be at the Town's expense. Following Relocation of any Facilities, Dominion Energy may maintain and operate such Facilities in a new location within Town limits without additional payment. If a Town project is funded by federal or state monies that include an amount allocated to defray the expenses of Relocation of Facilities, then the Town shall compensate Dominion Energy up to the extent of such amount for any Relocation costs mandated by the project to the extent that the

Town actually receives or is otherwise authorized to direct or approve payment of such federal or state funds; however, the Town shall ensure that receipt of compensation from federal or state sources shall not restrict or otherwise obligate Dominion Energy's ownership of the Facilities in any way.

Notwithstanding the preceding paragraph, Dominion Energy shall not be responsible for any costs associated with an authorized Town project that are not attributable to Dominion Energy's Facilities in the Streets. Further, all such costs shall be allocated among all utilities or other persons whose facilities or property are subject to Relocation due to an authorized Town project.

9. **Terms of Service.** Dominion Energy shall furnish natural gas service without preference or discrimination among customers of the same service class at reasonable rates, in accordance with all applicable tariffs approved by and on file with regulatory bodies having jurisdiction over Dominion Energy, including revisions to such tariffs made during the term of the Franchise, and in conformity with all applicable constitutional and statutory requirements. Dominion Energy may make and enforce reasonable rules and regulations in the conduct of its business, may require its customers to execute a gas service agreement as a condition to receiving service, and shall have the right to contract with its customers regarding the installation and operation of its Facilities. To secure safe and reliable service to the customers, and in the public interest, Dominion Energy shall have the right to prescribe the sizes and kinds of pipes and related Facilities to be used and shall have the right to refuse service to any customer who refuses to comply with Dominion Energy's rules and regulations.

10. **Indemnification.** Dominion Energy shall indemnify, defend, and hold the Town, its officers and employees, harmless from and against any and all claims, demands, liens, liabilities, damages, actions, and proceedings arising from the exercise by Dominion Energy of its rights under this Franchise, including its operations within Town limits, and Dominion

Energy shall pay the reasonable cost of defense plus the Town's reasonable attorney fees. Notwithstanding any provision to the contrary, Dominion Energy shall not be obligated to indemnify, defend or hold the Town harmless to the extent that any underlying claim, demand, lien, liability, damage, action, and proceeding arises out of or in connection with any act or omission of the Town or any of its agents, officers or employees.

11. **Assignment.** Dominion Energy may assign or transfer its rights and obligations under the Franchise to any parent, affiliate, or subsidiary of Dominion Energy, to any entity having fifty percent (50%) or more direct or indirect common ownership with Dominion Energy, or to any successor-in-interest or transferee of Dominion Energy having all necessary approvals, including those from the Utah Public Service Commission or its successor, to provide utility service within the Town limits. Otherwise, Dominion Energy shall not transfer, assign, or delegate any of its rights or obligations under the Franchise to another entity without the Town's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Inclusion of the Franchise as an asset of Dominion Energy subject to the liens and mortgages of Dominion Energy shall not constitute a transfer or assignment requiring the Town's prior written consent.

12. **Insurance.** The Company shall responsibly self-insure or maintain insurance to cover its obligations and liabilities as set forth in Section 10, in lieu of any insurance as may be required in any Town ordinances.

13. **Bonding.** If Town ordinance requires Dominion Energy to post a surety bond, that section of the ordinance is expressly waived.

14. **Effect of Invalidity.** If any portion of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of any remaining portions of this Franchise.

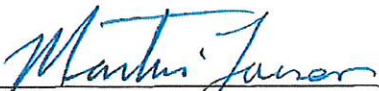
15. **Amendment.** This Agreement shall not be altered or amended without the prior written consent of Dominion Energy and the Town.

16. **Effective Date.** This Agreement shall become effective upon the date of acceptance by Dominion Energy as established above.

AUTHORIZED by RESOLUTION 2023-10, passed on the 16th day of August, 2023.

TOWN OF GENOLA:

ATTEST:

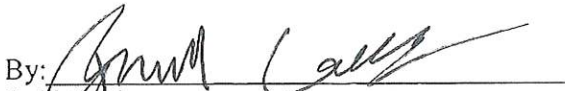


By: Martin Larson
Its: Mayor



By: Lucinda Thomas
Its: Town Clerk/Recorder

**QUESTAR GAS COMPANY dba
DOMINION ENERGY UTAH**

By: 

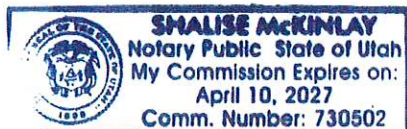
Judd Cook
Vice President and General Manager
Western Distribution Operations

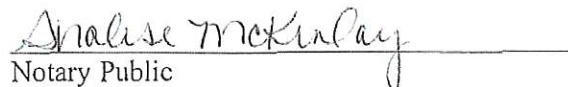


DOMINION ENERGY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 6th day of September, 2023, personally appeared before me Judd Cook, who being by me duly sworn did say that he is the (St. Vice President and General Manager of **QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH**, a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and he acknowledged to me that said corporation executed the same.




Notary Public