

## AGREEMENT FOR MUNICIPAL TRANSPORTATION SERVICE TO BLANDING, UTAH

THIS AGREEMENT (Agreement) is entered into this 21st day of May, 2020, by Questar Gas Company dba Dominion Energy Utah, 333 South State Street, Salt Lake City, Utah, 84111 (Dominion Energy) and Blanding City, a municipality in the state of Utah, 50 West 100 South, Blanding, Utah, 84511. Dominion Energy and Blanding are referred to individually herein as "Party" and together as "Parties."

### The Parties Represent that:

- A. Dominion Energy is a public utility engaged in the distribution of natural gas primarily to customers in the states of Utah, Wyoming and Idaho.
- B. Blanding is a municipality in the state of Utah and provides natural gas service to its residents.
- C. The Parties are entering into this Agreement to provide Municipal Transportation (MT) service to Blanding, on the terms and conditions set forth below.

### The Parties Agree as follows:

1. **Commencement of Service.** On September 1, 2020, or upon receipt of the Utah Public Service Commission's (Commission) approval of this Agreement, whichever later occurs, Dominion Energy agrees to provide MT service to Blanding under Section 5.03 of Dominion Energy's Utah Natural Gas Tariff No. 500 (Tariff) and all applicable definitions, terms and conditions of the Tariff as it may be revised from time to time. If there is a conflict between the Tariff and the specific, express terms and conditions of this Agreement, the terms and conditions of this Agreement shall control.
2. **Rate.** The Company will provide Blanding with MT service in cases of emergency, scheduled maintenance, or other events or occasions when Blanding's own facilities cannot provide sufficient service for Blanding to provide natural gas service to its residents. Because the service contemplated herein is occasional, not continuing, Blanding will not be required to pay the Monthly Basic Service Fee or the Administrative Charge applicable to MT service. Blanding agrees to pay all other rates and charges for MT service, and to be bound by all other Tariff provisions applicable to MT service.
3. **Notice of Service.** In the event that Blanding requires the service contemplated hereunder, it shall give Dominion Energy as much prior notice as practicable, but not less than one (1) day advance notice of need for service.
4. **Delivery Points.** Blanding's gas supply shall be delivered to Dominion Energy's system from Northwest Pipeline at meter Monticello 27637, where Northwest Pipeline interconnects with the Company's system. Dominion Energy shall redeliver Blanding's gas to Blanding at a Company-owned meter at the MZ0001 regulator station (Monticello regulator station). Dominion Energy shall have no obligation to provide service to Blanding unless and until Blanding's natural gas supplies have been delivered to Dominion Energy's natural gas distribution system.
5. **Limits of Operation.** Due to the occasional nature of the service, Blanding City recognizes that should service be required during days where average temperatures are at or below 0° F, Dominion Energy's ability to deliver natural gas is limited. On such days, Dominion Energy can, but is not obligated to, deliver up to 1,000 Dth/day (1,350 Dth/day during the peak hour) at approximately 150 psig. Delivery pressures to Blanding City shall not exceed 760 psig.

6. **Daily Contract Limit.** The maximum daily contract limit is 1,000 Dth/day at a steady-state condition, at a pressure of 150 psig or less. Dominion Energy shall only be obligated to transport the lesser of (a) the daily contract limit, or (b) the amount delivered to Dominion Energy by the upstream pipeline.
7. **Upstream Transportation.** Blanding shall provide, or shall make arrangements for Northwest Pipeline system to provide, measurement information and other information requested by Dominion Energy concerning the volumes that have been delivered to Dominion Energy on Blanding's behalf. Blanding shall provide, or cause its upstream pipeline system to provide measurement information on a daily basis, or as otherwise agreed to by the Parties in writing.
8. **Termination.** This Agreement shall commence on the later of (a) September 1, 2020, or (b) receipt of final, unappealable approval by the Commission, whichever is later, and will continue until terminated. This Agreement may be terminated by either Party upon 30 days advance notice. Any imbalances at termination will be treated as month-end imbalances and must be eliminated in accordance with the provisions of the Tariff.
9. **Commission Approval.** This Agreement is contingent upon Dominion Energy receiving approval of this Agreement from the Commission in a form reasonably acceptable to Dominion Energy.
10. **Venue and jurisdiction.** The Parties represent and agree that any dispute arising from this Agreement shall be within the exclusive jurisdiction of the Utah Public Service Commission and the Parties consent to personal jurisdiction and venue in Salt Lake City, Utah, before the Utah Public Service Commission.
11. **Force Majeure.** Except for payment of amounts due, neither Party shall be liable for any failure to perform this Agreement, when the failure is due to an event of Force Majeure. Force Majeure means an event not reasonably anticipated as of the date of this Agreement, which is not within the reasonable control of the Party affected thereby, could not have been avoided by the exercise of due diligence or operation in accordance with prudent industry practices, is not the result of the failure to act or the negligence of such Party, and which by the exercise of due diligence, the affected Party is unable to overcome or obtain or cause to be obtained commercially reasonable substitute therefore. To the extent that such event satisfies the test set forth in the preceding sentence, Force Majeure includes: acts of God, fire, flood, explosion, civil disturbance, sabotage, terrorism, hurricanes, tornadoes, lightning, earthquakes, or war, action or restraint by court order or public governmental authority; provided that economic hardship including lack of money or credit shall not be deemed an event of Force Majeure. Prompt, detailed notice of the Force Majeure event shall be given by the Party claiming inability to perform. In the event of Force Majeure, the affected Party shall immediately take all necessary action to abate the cause.
12. **Notices.** Any and all notices shall be personally delivered, mailed via certified mail, sent via overnight courier, or sent via e-mail, as follows:

<p>Dominion Energy Utah Attn: DeeRay Wardle Manager Region Operations, Moab-Monticello Operations 333 South State Street Salt Lake City, Utah 84111 Deeray.wardle@dominionenergy.com 435-719-2488</p> <p>Dominion Energy Utah Attn: Brett Brown Manager Gas Operations, Key Account Services, Business Development, and Social Contract 333 South State Street Salt Lake City, Utah 84111 Brett.brown@dominionenergy.com 435-674-6122</p>	<p>Blanding City Attn: Jeremy Redd City Manager 50 West 100 South Blanding City, Utah 84511 jredd@blanding-ut.gov 435-250-3485</p>
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Any notice shall be effective when received, but in any event no later than three days following a certified mailing. In the event of a notice sent via e-mail, such notice shall be deemed effective when received, unless it is received after 5:00 p.m. Mountain Standard Time in the receiving Party's office, in which case the notice shall be deemed effective the next business day of the receiving Party. Either Party may designate a different address by providing written notice to the other Party.

13. **Applicable Law.** This Agreement is governed by Utah law, Dominion Energy's Tariff, and the rules and regulations of the Commission. If there is a conflict between the Tariff and the express terms of this Agreement, the terms of this Agreement shall govern. If any term of this Agreement is held to be illegal or in conflict with Utah law or any applicable Commission rule or regulation, the validity of the remaining portion of the Agreement shall not be affected, and the rights and obligations of the Parties shall be construed as if the Agreement did not contain the particular term held to be invalid. In the event that it becomes necessary for either party to enforce its rights under this Agreement, then with or without litigation, the prevailing Party shall be entitled to recover all expenses, including reasonable attorney fees and costs, arising out of the enforcement of its rights.
14. **Entire Agreement.** This Agreement contains the entire agreement between the Parties concerning the MT services to be provided hereunder. This Agreement supersedes all previous agreements, whether verbal or written. There are no covenants, representations, or warranties, express or implied, unless expressly set forth in this Agreement. This Agreement may not be amended except in a writing signed by the Parties. Blanding may not assign this Agreement. This Agreement shall be binding upon Dominion Energy's successors and assigns.
15. **Authority.** Each person signing this Agreement represents and warrants that the person has full legal capacity, power, and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.

The Parties have executed this Agreement on the date first written above.

**DOMINION ENERGY UTAH**



By: Brett Brown

Its: Manager Gas Operatoins  
Key Account Services, Business Development,  
And Social Contract

**BLANDING CITY**



By: Joe B. Lyman

Its: Mayor