ORDINANCE NO. 2025-07-02

AN ORDINANCE GRANTING TO QUESTAR GAS COMPANY, DBA ENBRIDGE GAS UTAH A FRANCHISE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A GAS DISTRIBUTION SYSTEM IN BOX ELDER COUNTY, STATE OF UTAH.

WHEREAS, Deweyville Town Corporation has determined

1. Questar Gas Company, dba Enbridge Gas Utah, a Utah corporation (Enbridge Gas Utah) desires to construct, maintain and operate a gas distribution system within the Town of Deweyville.
2. The Deweyville Town Council has determined that it is in the best interest of the citizens of the Town to grant a franchise to Enbridge Gas Utah to use the roads and streets within the Town for such purpose;

NOW THEREFORE the Town Council ordains as follows:

1. **Grant of Franchise.** The Town grants to Enbridge Gas Utah 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 and manufactured gas to the Town and its inhabitants for heating and other purposes. Enbridge Gas Utah 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 gas service in accordance with this Franchise.

2. **Consideration.** In consideration of this Franchise, Enbridge Gas Utah shall pay to the Town the sum of $50.00 upon acceptance of this Franchise and shall provide gas service in accordance with the terms of this Franchise.

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 Enbridge Gas Utah, including this Franchise and any lawful revisions made and accepted by Enbridge Gas Utah during the term of the Franchise.

The Town shall have the right to inspect the construction, operation and maintenance of the Facilities to ensure the proper compliance with applicable Town ordinances, regulations and requirements. In the event Enbridge Gas Utah should fail to comply with the terms of any Town ordinance, regulation or requirement, the Town shall give Enbridge Gas Utah written notice of such non-compliance and the time for correction provided by ordinance or a reasonable time for correction if there is no applicable ordinance. After written notice and failure of Enbridge Gas Utah to make correction, the Town may, at its sole risk, make such correction itself and charge the cost to Enbridge Gas Utah including any minimum cost provided by ordinance. Nothing in this Franchise limits Enbridge Gas Utah's right to oppose any ordinance, either existing, proposed, or adopted from and after the effective date of this Franchise.

7. **Information Exchange.** Upon request by either the Town or Enbridge Gas Utah, as reasonably necessary, Enbridge Gas Utah 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 regarding future capital

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.

Notwithstanding the preceding paragraph, Enbridge Gas Utah shall be responsible for any costs associated with an authorized Town project that are not attributable to Enbridge Gas Utah'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.** Enbridge Gas Utah shall furnish 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 Enbridge Gas Utah, including revisions to such tariffs made during the term of the Franchise, and in conformity with all applicable constitutional and statutory requirements. Enbridge Gas Utah 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, Enbridge Gas Utah 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 Enbridge Gas Utah's rules and regulations.

10. **Indemnification.** Enbridge Gas Utah 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 Enbridge Gas Utah of its rights under this Franchise, and Enbridge Gas Utah shall pay the reasonable cost of defense

13. **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.

14. **Bonding/Permit fees.** The Town expressly waives any type of bond requirement for Enbridge Gas Utah for Town requested relocations as well as Enbridge Gas Utah replacement, repair, testing, or maintenance projects within the Town right-of-way. Further, the Town expressly waives any type ofrequired permitting fees for Town requested relocations as well as Enbridge Gas Utah replacement, repair, testing, or maintenance projects within the Town right-of-way. The waiver of the foregoing bond and permitting fee requirements shall not include projects related to private development in which case the Town shall accept required bond and fees from the owner, developers, or contractor requesting the project.

15. **Subcontractors:** Enbridge Gas Utah may subcontract with third parties, at its sole discretion, for the provisions of any of the services contemplated by this Agreement, and so doing does not create or pose third-party beneficiary status upon Town.

16. **Contamination:** If Enbridge Gas Utah encounters any contaminated soil or groundwater during the Work that requires remediation or disposal, or poses a hazard as determined solely by Enbridge Gas Utah, Enbridge Gas Utah may suspend the Work until the contamination is removed, disposed of, and/or appropriately remediated to Enbridge Gas Utah's satisfaction and at no cost to Enbridge Gas Utah. Upon written notice to the Town, if Enbridge Gas Utah elects to remediate the contamination, Town shall pay all costs incurred by Enbridge Gas Utah arising from or caused by the remediation as Additional Construction Costs.

17. **Safety/Emergency Access:** At all times, Enbridge Gas Utah shall have immediate access to, and authorization to perform whatever action necessary to its Facilities in

22. **Amendment.** This ordinance shall not be altered or amended unless mutually agreed upon in writing by Enbridge Gas Utah and the Town.

23. **Survival of Terms:** The Parties' obligations of indemnity and limitations of damages shall survive termination of this Agreement.

24. **Waiver:** The failure of a Party to require the performance of a term or obligation under this Agreement, or the waiver by a Party of any breach, shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach under this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the Party against whom charged.

25. **Effective Date.** This ordinance shall become effective upon the date of acceptance by Enbridge Gas Utah as established above.

26. **Entire Agreement:** This Agreement contains the entire agreement between the Parties concerning the subject matter, and it replaces and supersedes any and all prior or contemporaneous, oral or written, agreements, understandings, communication, and representations between the Parties. Any terms or conditions contained in any confirmation, statement, or invoice that differ or vary the terms of this Agreement are null and void and shall have no effect between the Parties. This Agreement may not be amended except in writing signed by the Parties.

27. **Counterpart:** This Agreement may be executed in one or more counterparts, each of which will constitute an original but all of which together constitute a single document.

28. **Authority:** Each person signing this Agreement 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.

APPROVED and ADOPTED this ____10_____ day of ___July_____,
2025. DEWEYVILLE TOWN

ATTEST:

Nancy Page
_____ By: Lesley Kendrick
Town Recorder Mayor

Town Council Members	**Yea**	**Nay**	**Abstaining**
Eric Page	_X_	___	_____
Les Wheatley	_X_	___	_____
Nathan Spackman	_X_	___	_____
Lesley Kendrick	_X_	___	_____

ACCEPTANCE OF FRANCHISE

This is to certify that Questar Gas Company, dba Enbridge Gas Utah accepts the franchise for the construction, operation and maintenance of a gas distribution system granted by the Council of the Town of _____ County, State of Utah, as evidenced by an Ordinance and adopted by the Mayor and Council on _____,20_. Questar Gas Company, dba Enbridge Gas Utah accepts the franchise as approved and agrees that it will be bound by and observe and carry out the terms and conditions of the franchise. This Acceptance of Franchise is signed on behalf of the corporation and by authority of a resolution of its Board of Directors.

Dated at Salt Lake City, Utah this _____ of _____,2025.

QUESTAR GAS COMPANY,
dba ENBRIDGE GAS UTAH

Judd Cook
Vice President and General Manager of
Western Distribution