

**AGREEMENT FOR GAS INSTALLATION
BY OKLAHOMA NATURAL GAS COMPANY**

This Agreement for Gas Installation by Oklahoma Natural Gas Company (the “Agreement”) is made effective as of February 26, 2019 (the “Effective Date”), by and between Oklahoma Natural Gas Company, a division of ONE Gas, Inc., an Oklahoma corporation (“ONG”), and the following named “Applicant:”

Applicant’s Name:	City of Broken Arrow – David Handy
Applicant’s Address:	City of Broken Arrow – City Hall: 220 S First Street, Broken Arrow, OK 74012
Service Site/Extension Area:	Lynn Lane Waste Water Treatment Plant – 13874 S 177th E Ave, Broken Arrow, OK 74011
Facilities Requested:	The installation of 2 commercial meters and 1,500 feet of 2” MDPE main pipe to serve the meters.

WHEREAS, Applicant desires that ONG provide natural gas utility service to the Service Site or Extension Area (as described above); and

WHEREAS, the provision of gas service to the Service Site or Extension Area will require the installation of the “Facilities Requested” (as described above) within public utility rights of way and/or private rights of way, along with service pre stubs at each delivery site within the Service Site or Extension Area as further described on the Design Plans attached hereto as Exhibit A and incorporated herein by reference (gas service lines, main lines, meter loops and service stubs described above are collectively referred to as the “Facilities”);

NOW, THEREFORE, in order to induce ONG to extend natural gas utility service to the Service Site or Extension Area, it is agreed as follows.

1. Commencement Date. After receipt of (i) this Agreement executed by Applicant and (ii) any Applicant Co-Payment, then installation, relocation, or replacement of the Facilities shall be commenced and completed as soon as is practicable. Any applicable Co-Payment shall be as set forth in Addendum 2 attached hereto and incorporated herein.

2. Delays in Construction; Termination. ONG shall not be responsible for delays in construction or installation of any Facilities caused by ONG's inability to obtain access or rights of way, inclement weather, strikes, government actions or any other cause beyond ONG's reasonable control.

If for any reason beyond ONG's control (including without limitation the delays mentioned in the first paragraph of this Section 2), ONG has not commenced construction of the gas service facilities within 60 days after ONG's execution hereof, ONG may at its sole option: (1) cancel this Agreement by giving Applicant 15 days' notice; or (2) re-determine the cost of the facility installation and, upon Applicant's agreement, adjust the amount of the Co-Payment to be made by Applicant in accordance with such cost; or (3) install the Facilities pursuant to the terms and conditions set forth herein. In the event ONG cancels this Agreement pursuant to this paragraph, ONG shall immediately refund to Applicant all funds paid to ONG pursuant to this Agreement.

3. Ownership of Gas Lines and Equipment. All Facilities constructed and/or installed by ONG and or its contractor(s) pursuant to this Agreement shall be the sole property of ONG, and Applicant shall have no lien or other property interest therein.

4. Additional Terms and Conditions. This Agreement shall contain the terms and conditions set forth in the following attachments, which are incorporated herein by reference:

Exhibit A: ONG Design Map
Addendum 1: Construction
Addendum 2: Applicant Costs

5. Miscellaneous. The parties further agree as follows:

5.1 No Waiver by Failure to Act. Any failure or any delay on the part of ONG in exercising any right under this Agreement shall not operate as a waiver of that right; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise of that right or the exercise of any other right by ONG. Payment of any sum by ONG to Applicant with or without knowledge of a breach shall not be deemed a waiver of that breach or any other breach.

5.2 Assignment. Applicant shall not assign this Agreement, or any part hereof, without the written consent of ONG, or subcontract any part of the work except in accordance with the terms of this Agreement. This Agreement shall be binding upon the respective successors, legal representatives and assigns of the parties.

5.3 Entire Agreement. This Agreement, together with the City of Broken Arrow Franchise Agreement, the Addenda and Exhibits attached hereto, constitutes the entire

agreement between the parties with respect to the subject matter of the Agreement. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties unless made in writing and duly signed by authorized representatives of both parties.

5.4 Severability. If any paragraph or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then, to the extent permitted by law, such provision shall be replaced by similar terms deemed legal, valid and enforceable. If any illegal, invalid or unenforceable paragraph or provision of this Agreement cannot be so cured, that paragraph or provision shall be severed from the remaining portion of this Agreement, which shall otherwise remain legal, valid and enforceable.

5.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, excluding any conflicts of law rule or principle that would otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

5.6 Attorneys' Fees. In the event either ONG or Applicant institutes an action or other proceeding to enforce any rights arising under this Agreement, the prevailing party shall be paid all reasonable costs and attorneys' fees by the other party, such fees to be set by court and not by jury.

5.7 Headings; Interpretation. The headings used herein are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement. When used in this Agreement, the term "including" shall mean without limitation by reason of enumeration.

5.8 Counterparts. This Agreement may be executed in counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement. Delivery of an executed counterpart to this Agreement by telecopy, e-mail or other electronic means (e.g., "pdf" or "rtf") shall be effective as an original.

5.9 Authority to Execute Agreement. Each party warrants that it has the full right and authority to enter into this Agreement. All necessary approvals and authority to enter into this Agreement have been obtained and the person executing this Agreement on behalf of each party has the express authority to do so and in so doing, to bind such party hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the date first written above, notwithstanding any later dates of execution appearing below.

**OKLAHOMA NATURAL GAS COMPANY,
a division of ONE Gas, Inc.**

By: _____

Printed name Title

Date Signed: _____

APPLICANT

By: _____
Authorized Signatory

Printed name Title

Date Signed: _____

ADDENDUM 1

CONSTRUCTION

1. **Coordination of Construction Activities - Applicant.** Applicant shall perform or cause to be performed the following, and shall provide evidence of completion to ONG as requested by ONG:

1.1 **Property Rights/Access.** Applicant shall provide a suitable right of way or easement for placement of the natural gas pipeline, facilities, appurtenances and access deemed necessary by ONG for installation and maintenance of the main extension. The right of way or easement shall be free from known environmental conditions and of sufficient width and rights of ingress and egress for the natural gas facilities. Said right of way shall be granted on forms provided by ONG, and shall be fully executed and delivered to ONG prior to ONG commencing construction. Applicant understands that construction will not begin until all grants of right of way are delivered, and Applicant agrees to pay all costs associated with any delay in such delivery, including the cost of acquiring right of way, within thirty days of being billed for such costs by ONG. Applicant agrees to provide ONG with a written legal description and drawing prepared by a licensed surveyor, or plat, that describes said right-of-way. At the discretion of ONG, applicant may be responsible for staking said right of way at the required intervals immediately preceding pipeline construction. In addition, in the case of a new development, Applicant agrees to cause to be stated in the covenants and restrictions, or file a plat containing the following language under the section heading "Gas Service":

- 1.1.1 The supplier of gas service through its agents and employees, shall at all times have the right of access to all utility easements shown on the plat or as otherwise provided for in this deed of dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.
- 1.1.2 The owner of any lot shall be responsible for the protection of the underground gas facilities located within the lot and shall prevent the alteration of grade or any other construction activity which would interfere with gas service. The supplier of gas service shall be responsible for the ordinary maintenance of its facilities, but the owner shall pay for damage or relocation of facilities caused or necessitated by acts of the owner, or the owner's agents or contractors.
- 1.1.3 The covenants set forth in this subsection shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound by these covenants.

1.2 Notice. Execution of this Agreement by Applicant and payment of Co-Payment shall serve as notice that Applicant desires to have ONG commence installation of the gas distribution facilities described in the Facilities Requested. Notwithstanding the foregoing, Applicant must notify ONG when it believes it has achieved Site Readiness (defined below). ONG will confirm Site Readiness within 15 calendar days from such notice by Applicant.

1.3 Site Readiness: **ONG cannot construct facilities until “Site Readiness” is achieved. A construction site for a new facility (i.e. new building) is ready when: Site development permit with limits of construction inclusive of gas installation per the ONG Design Map (Exhibit A) is obtained from appropriate agency; grading and staking are complete; water and wastewater systems, and all dry utilities have been installed; and area for gas installation per the ONG Design Map is clear and accessible. A construction site for an existing facility that requires relocation, replacement, or a new service is ready when: staking is complete; area for the gas installation per the ONG Design Map is clear and accessible; owner has notified tenants of work; and traffic control has been coordinated, if applicable. If applicable for commercial sites, the external plumbing kick out must be installed and desired riser location marked.**

1.4 Customer Site Plans. Applicant has provided to ONG a site plan of the subject Service Site reflecting the location of any structures thereon, along with the location at which the service line is to be connected to the internal piping of such structures (the “Customer Site Plans”), a copy of which is attached hereto as Exhibit B and incorporated hereby reference. Applicant acknowledges that ONG designed the Facilities based on the Customer Site Plans provided by Applicant, and Applicant is responsible for additional costs associated with construction changes during installation.

1.5 Grading and Staking. Prior to commencement of installation of the Facilities Requested, Applicant shall grade to subgrade \pm .50 feet (6 inches) all streets, alleys, roadways or easements in which the services shall be installed.

In the event that the Applicant must grade after the installation of gas infrastructure, ONG must be notified to ensure minimum cover is maintained. If grading activities after gas installation cause the installation to not meet standards, Applicant is fully responsible for all costs associated with lowering and/or relocation required.

1.6 Water/Wastewater Systems. All water, wastewater and sewer construction shall be completed and tested prior to commencement of work on the Requested Facilities by ONG.

1.7 Other Installations. Applicant shall complete the installation of any underground electrical, telephone, cable television or other wiring or conduit systems within the area to be used for the Facilities Requested prior to Facilities Requested have been installed and tested.

1.8 Coordination of Trenching. All required pre-blasting of utility trenches, including natural gas trenches, shall be coordinated by Applicant prior to the

commencement of installation of any underground utility systems. Should blasting be required within 200 feet of any natural gas facilities which are active and gas carrying or under installation, Applicant shall provide ONG a detailed blasting plan which requires ONG engineering approval prior to the commencement of blasting.

1.9 Soil Density. Applicant shall be responsible for all testing of soil densities and required compactions.

1.10 Path Staking. At the discretion of ONG, applicant may be responsible for accurate staking prior to installation of Facilities Requested. **In the event that the Facilities must be relocated after installation, due to no fault of ONG, the Applicant shall be responsible for all costs incurred by ONG for the relocation of facilities. Relocation will be performed under a new agreement.**

1.11 Additional Depth. Cover in excess of twenty-four inches (24") to thirty-six inches (36") may be required. Applicant is responsible for costs associated with extra depth, if necessary, to achieve proper cover.

1.12 Casing for Main Crossings. When required by ONG, Applicant agrees to install suitably sized and placed PVC casings under proposed streets and sidewalks for the installation of gas mains and service lines. Schedule 40 PVC casings shall be installed at the locations in the development designated by ONG. The sizes of the casings will be dependent on the size of the proposed gas main: 12-inch PVC for a 6-inch gas main; 8-inch PVC for a 4-inch gas main; 4-inch PVC for a 2-inch gas main;

1.13 Casing for Service Crossings. When required by ONG, Applicant will install 2-inch PVC for residential development service lines. PVC casings shall be 3 to 4-feet below finish grade of the road (Depending on city or county being installed in) and shall extend 3-feet beyond the R-O-W line. Casing sizes for service lines on commercial developments or other residential projects will be coordinated with the ONG representative.

2. Move In/Move Out. In the event ONG is required to remove its equipment and crews from the work site after commencement of work and prior to completion thereof due to an act or omission of Applicant, Applicant shall reimburse ONG for the associated costs of same. This fee shall be paid by Applicant for each additional move in/move out required of ONG.

3. Initiation of Gas Service. ONG may refuse to initiate gas service to the Service Site until Applicant has reimbursed ONG for any additional expenses as set forth in Sections 1.5, 1.11 and 2 above.

4. Riser/Meter Location Requirements. If required by ONG, Customer will include a diagram of the riser/meter location requirements are attached hereto and incorporated in Exhibit B.

ADDENDUM 2

Applicant Co-Payment

1. **Applicant Co-Payment.** Applicant shall be responsible for co-payment prior to installation of the Facilities Requested:
 - 1.1. **Extension Policy.** The extension necessary to furnish service to the Service Site or Extension Area described herein is greater than allowed as a free extension, as described in the Oklahoma Natural Gas Company Rate Schedule 1081, authorized by the Oklahoma Corporation Commission (the "Rate Schedule") and Oklahoma Administrative Code 165:45-3-4. Accordingly, the Applicant shall be responsible for the co-payment described in Section 1.3 below (the "Co-Payment").
 - 1.2. **Calculation of Co-payment.** Applicant Co-Payment is calculated in accordance with the Rate Schedule and Oklahoma Administrative Code 165:45-3-4.
 - 1.3. **Co-Payment.**

Description	
Estimated Cost of Line Extension	\$70,011.00
Applicant Co-Payment	\$48,370.00
Total due to ONG	\$48,370.00

Upon execution, please return signed agreement and payment to:

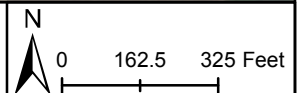
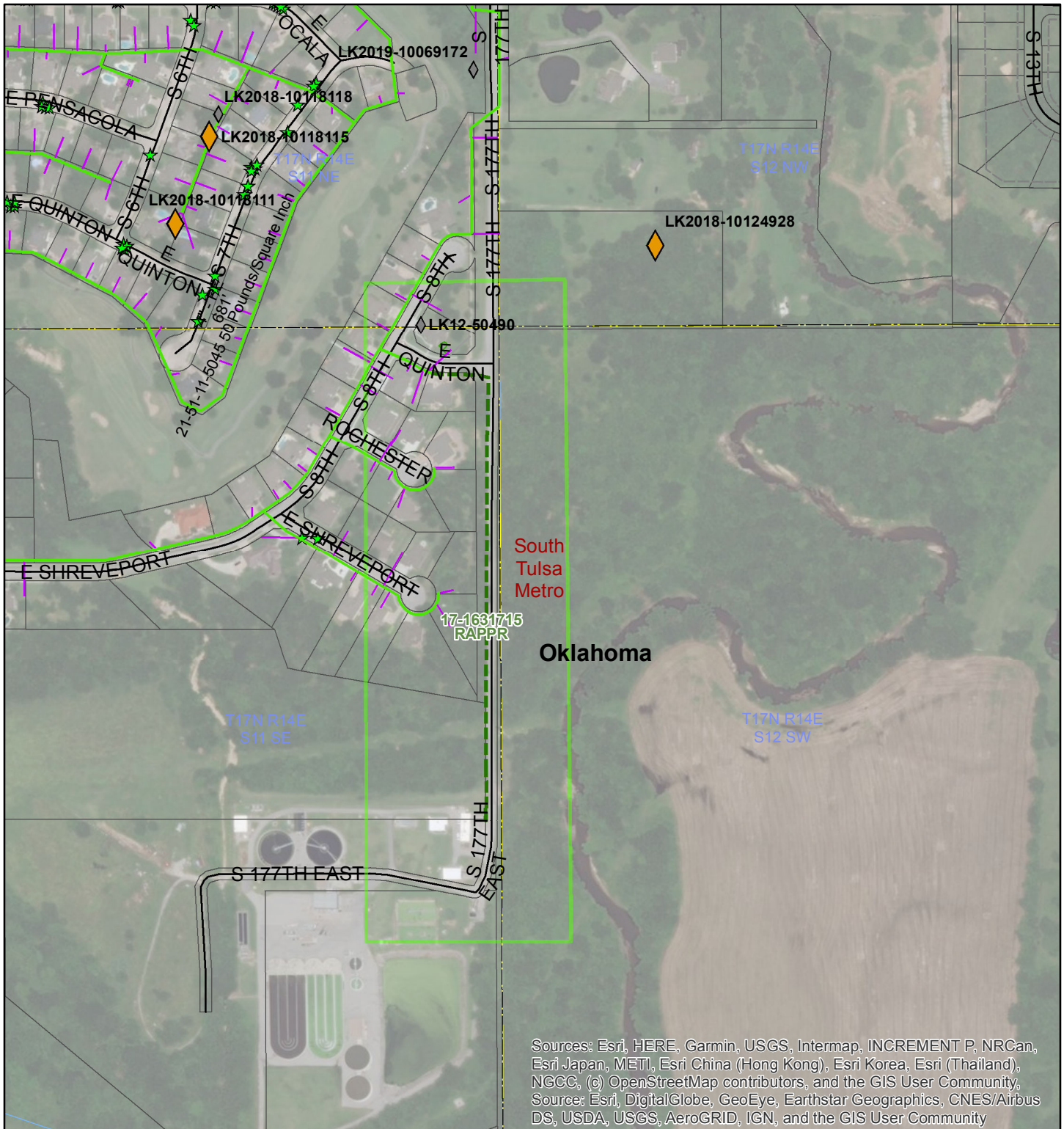
Oklahoma Natural Gas
5848 E. 15th St.
Tulsa, Ok 74112

Attn: Lindsey McVey

For ONG Accounting use only:

Project Name:_____

Project /Banner Number:_____



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DISCLAIMER: This map is FOR INFORMATION PURPOSES ONLY and is not to be used for the accurate location of pipeline facilities for construction purposes. This map may also identify abandoned in place pipeline facilities. Additional abandoned in place pipeline facilities may exist that are not identified on this map.

Document Path: