

**DOMINION ENERGY UTAH
GS SERVICE AGREEMENT**

Customer Name: Tooele County
Account Number: 3056625833

SA_ID(s) and Service Address(es): 3056625642 2930 W Hwy 112, Grantsville, UT 84074-0404
1608975824 1960 S Main St, Tooele, UT 84074
3056625590 47 S Main St, Tooele, UT 84074-2131

Mailing Address: TOOELE COUNTY 47 S MAIN ST. TOOELE, UT 84074-2194
Service Initiation Date: July 1, 2023

This GS Service Agreement (GS Agreement) is entered into this 1st day of July, 2023, by and between Questar Gas Company dba Dominion Energy Utah, a Utah corporation ("Company") and Tooele County a TS customer ("Customer"). Company and Customer may be referred to herein individually as "Party" and collectively as "Parties." The Parties agree as follows:

1. Company shall provide GS Service in accordance with terms, conditions and provisions in the Company's Utah Natural Gas Tariff filed with the Public Service Commission of Utah ("Commission") and as it may be amended from time to time ("Tariff").
2. Service shall continue from the above service initiation date until at least June 30, 2025. Thereafter, Customer may terminate this GS Agreement and join another available and appropriate rate class pursuant to the terms and conditions of the Tariff. Termination of this agreement does not guarantee or ensure Customer's ability to obtain service under a different rate class. Customer acknowledges that Customer's ability to change to another rate class is governed by, and may be limited by, applicable terms and conditions of the Tariff.
4. This GS Agreement shall be governed by and construed in accordance with Utah law, the Tariff and any applicable rules and regulations of the Commission and, to the extent that the Tariff or any applicable rules or regulations of the Commission conflict with or are inconsistent with this GS Agreement, now or in the future, the Tariff, Commission rules and regulations shall control. If any term of this GS Agreement is held to be illegal or in conflict with Utah law, the Tariff, 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. Any legal action concerning this GS Agreement shall be filed in Salt Lake County, Utah and the Parties consent to personal jurisdiction and venue in Salt Lake County.
5. In the event it becomes necessary for either party to enforce its rights under this GS Agreement, with or without litigation, the prevailing party shall be entitled to recover all reasonable expenses, including attorney fees and costs, arising out of the enforcement of its rights.
6. Customer may not assign this GS Agreement without the written consent of Company.
7. All communications, consents and other notices shall be in writing and shall be hand delivered, sent by facsimile, or mailed, postage prepaid, as follows:

(a) If to Customer:

Tooele County
COUNTY MANAGER
47 S. MAIN STREET
TOOELE, UT 84074

(b) If to Company:

Dominion Energy Utah
Attention: Manager Key Accounts
P.O. Box 45360
Salt Lake City, Utah 84145-0360
account.management@dominionenergy.com

Or such other address as the Parties may designate from time to time, in writing. Any notice or mailing so given shall be effective when received, but in any event no later than three (3) days following the date of mailing.

8. This GS Agreement contains the entire agreement between the Parties concerning the provision of natural gas service to the SAID(s) identified above and it supersedes any prior agreement, verbal or written, regarding the same.

9. Each person signing this GS Agreement warrants that the person has full legal capacity, power, and authority to execute this GS Agreement for and on behalf of the respective party and to bind such party.

Tooele County	QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH
_____ Signature	_____ Signature
_____ Name	Name: Brett Brown Title: Manager Key Accounts
_____ Title	Date: _____
Date: _____	

APPROVED AS TO FORM:

Colin Winchester 05/02/2023

Colin R. Winchester
Deputy Tooele County Attorney