

Ref 3974



SERVICE LINE AGREEMENT

Date: 12/16/2020 Division: Gillette City: Gillette
 Owner/Applicant: CCSD (Tim Volk) Phone #: 307-680-963
 Service Address: 702 S Kendrick State: Wy Zip: 82716
 Mailing Address (if different): _____ State: _____ Zip: _____
 Email: tvolk@ccsd.k12.wy.us

Owner/Applicant has requested gas service from, or is an existing customer of, Black Hills Wyoming Gas, LLC d/b/a Black Hills Energy, at the service address listed above. The provision of gas service requires that Black Hills Energy install a new service line or replace an existing service line. Owner/Applicant shall pay to Black Hills Energy the actual cost (less an amount up to the applicable Standard Construction Allowance and Connection Cost Assistance, if applicable, for qualifying service line installations) invoiced to the Owner/Applicant for the installation of a new service line or replacement an existing service line. The estimated cost of such work is stated below. Owner/Applicant understands and agrees the ownership of the service line shall vest in Black Hills Energy and Black Hills Energy shall assume operation and maintenance thereof. The service line will be installed by Black Hills Energy in accordance with, and subject to, the Rules of the Wyoming Public Service Commission, Black Hills Energy's tariff, and Black Hills Energy' safety and operating standards or requirements.

Under the terms of Black Hills Energy's Service Line and Main Extension Policy, as found in its tariff, Owner/Applicant may receive a credit towards the cost of the installation of a new service line up to the amount of the applicable Standard Construction Allowance as well as Connection Cost Assistance, if requested, unless such allowance and assistance has previously been utilized for the same home or structure. The Standard Construction Allowance and Connection Cost Assistance, if requested, provided under this agreement cannot exceed the actual cost of the installation of the new service line.

Is Owner/Applicant entitled to a Standard Construction Allowance? YES NO

If YES, maximum amount of Standard Construction Allowance? \$

If NO, reason why Owner/Applicant not entitled to Standard Construction Allowance:

Identifying Gas Service Extension Agreement Number:

Does Owner/Applicant request Connection Cost Assistance? YES NO

If YES, maximum amount of Connection Cost Assistance? \$
 (See Attached Connection Cost Assistance Worksheet)

In consideration and by virtue of Owner/Applicant's request for gas service and the provision of gas service by Black Hills Energy at the service address listed above, Owner/Applicant does hereby grant to Black Hills Energy, at no cost or expense to Black Hills Energy, a right-of-way for the installation, operation, maintenance or replacement of the service line, including but not limited to the gas line piping, meter, and other equipment required to supply gas service to the Owner/Applicant at the service address listed above, with the full right of ingress and egress to such property. The right-of-way shall be five (5) feet on either side of the centerline of the installed service line or as allowed by local franchise agreement. If requested by Black Hills Energy, Owner/Applicant shall execute and deliver Black Hills Energy's written form of right-of-way grant or easement for recording.

Black Hills Energy shall have no liability for any claims for injury or damage to structures, landscaping, plants or

Kid Clinic

31.5500.65200.232.67110

drainage caused by the construction, installation, operation, maintenance or replacement of the service line; except where the injury or damage is a direct result of the gross negligence or willful misconduct of Black Hills Energy or its personnel or agents in the installation of the service line. The service line will be installed by Black Hills Energy at the approximate location(s) set out below, unless circumstances warrant a different location.

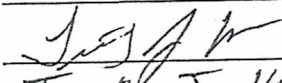
Owner/Applicant is responsible for preparing the site for the service line and ensuring the site is free of debris and obstructions. Owner/Applicant or its agent or contractor may not rely upon this agreement or the diagram below for the location of existing utilities and is responsible for compliance with applicable One Call System or other applicable state requirements for excavation near or around utilities.

Any required repairs to underground facilities (including sprinkler systems, cables, conduits, sewer or drain lines) that are not located through the One Call System, if damaged during the installation of the service line, shall be the responsibility of the Owner/Applicant. If Black Hills Energy is required to pay for any such repair or damages, then Owner/Applicant shall be obligated to reimburse Black Hills Energy for the full cost of such repair or damages. In addition, Owner/Applicant understands and agrees that subsequent to installation of the service line, any concrete installed surrounding or adjacent to the service line shall not come in contact with the service line. If, in the judgment of Black Hills Energy removal of any concrete which has the potential to cause corrosion to the service line piping or riser is necessary, the cost of the removal shall be the responsibility of Owner/Applicant. If Black Hills Energy is required to pay for the cost of the concrete removal, Owner/Applicant shall reimburse Black Hills Energy for the full cost of the concrete removal.

The buried service line will be installed with a final grade of at least 24 inches of cover. Owner/Applicant shall be responsible for ensuring that the buried service line continues to have the required coverage after installation. Once the design and location of the service line has been provided by Black Hills Energy to Owner/Applicant, it is the Owner/Applicant's responsibility to notify Black Hills Energy of any changes to the structure(s), landscape or drainage or surrounding areas that will affect the location and installation of the service line.

NOTICE: A Missed Appointment Charge will be charged to Owner/Applicant if the dig site is not ready by the "install date," unless notice is provided by the Owner/Applicant 24 hours in advance to Black Hills Energy.

The riser location must be at least 36" horizontally from any opening or electrical apparatus, as well as protected from any roof eave drop zone hazard gas service line should not parallel structure more than 4 feet so as to provide unrestricted access for reading and maintenance. House piping must be between 18" and 24" to the right of the riser location. The trench depth at the riser location must be 20" to 24" and compacted. Suitable padding material must be provided. The riser shall be attached to a suitably sound portion of the structure being served. Final grade must allow for clearance below meter and shall not cover the gas shut-off valve.

ESTIMATED TOTAL COST: \$	\$2513-960= \$1553	Est. Footage:	70'
Owner/Applicant Signature:		Date:	12/17/20
Owner/Applicant Print Name:	Timothy J Volk	Date:	
Black Hills Wyoming Gas, LLC Representative Signature:			

A copy of this Service Line Agreement will be signed by Owner/Applicant and a Black Hills Energy Representative. One copy will be retained by each party.