



## New Gas Facilities Installation Agreement

New Business Authorization Number: \_\_\_\_\_

This Agreement, dated \_\_\_\_\_ (“Effective Date”) is entered into by and between Northern Illinois Gas Company d/b/a Nicor Gas Company (“Company”) and \_\_\_\_\_ (“Applicant”), whose premises (or subdivision) is located at: \_\_\_\_\_ (lots and blocks) and \_\_\_\_\_ (street, town) (hereinafter collectively referred to as the “Premises”).

The parties hereto agree to the following for installation of gas service, which includes natural gas transmission pipes, compressors, regulators, meters, stations, controls and appurtenant facilities necessary to have sufficient capacity to serve the connected load (hereinafter collectively referred to as “gas facilities”):

### 1. Applicant Responsibilities. The Applicant shall:

Provide Company with preliminary engineering plans and preliminary plat of subdivision before Company commences any engineering design.

Install curbs (when necessary) and provides grades to within 4" of final grade where the gas facilities are to be installed. If curbs are not required, and additional Hold Harmless Agreement shall be signed by the Applicant.

Install sleeves at all road crossings and at other locations as required by the Company in the Company's sole discretion, and the end of the sleeves shall be clearly marked. If the sleeves are not installed or cannot be utilized, the Applicant may be billed for additional costs incurred by the Company.

Stake and clearly mark underground facilities that do not fall under JULIE. The Company is not responsible for any damage to the unmarked underground facilities and reserves the right not to install gas facilities until such a time as such underground facilities are marked.

Remove all obstructions from the route and area where the gas facilities are to be installed.

Stake road right-of-ways, public utility easements and easements to the Company as required.

Obtain storm water permit(s). The Company shall be listed on the Obtain storm water permits(s).





## 1. Applicant Responsibilities (cont.)

The Company shall be listed on this permit and capable of completing all designed work to the development. Any requirements related to the installation and maintenance of the silt fencing is also the sole responsibility of the Applicant.

Clearly post the address and lot number at property prior to installation of gas facilities.

The Company will schedule the installation of gas facilities after the Applicant's Premises is prepared and, if required by the Company in its sole discretion, the Company may inspect the Premises to determine site readiness for installation of gas facilities. The Company will not be liable for any delays in the installation of gas facilities. No work will be scheduled by Company until the Applicant's responsibilities are met.

If Applicant requires that installation be completed under the following types of conditions, Applicant may be billed for any additional costs incurred by the Company:

- For installation during the winter construction season, as provided in the Company's tariff.
- If Applicant requests directional boring and the Company is able to perform directional boring to install gas facilities, the Applicant shall pay the Company the cost of said boring activities.
- If Applicant requests the Company to perform construction work outside of normal business hours and the Company is able to, the Applicant shall pay the Company the incremental cost to perform such construction work.

## 2. Company Responsibilities.

Company shall backfill trench with the original soil and the trench shall not be power tamped. Any restoration of lawn or landscape due to new gas facilities installation shall be the responsibility of the Applicant.

The Company shall install, own, operate and maintain gas facilities and reserves the right to extend or alter the system in the future if necessary.

## 3. Unused Facilities.

If the Company installs gas facilities and the customer fails to commence gas usage within one year from the date of installation, the Company will bill the customer for the costs and expenses.





#### **4. Temporary Gas Service.**

When the Applicant will make only temporary use of the Company's gas facilities, the Applicant shall pay to the Company in advance the estimated cost to the Company of furnishing, installing and removing such facilities as the Company may provide for such temporary service.

#### **5. Job Scope/Construction.**

If the scope of the job changes from the attached timeline, the Company reserves the right to calculate a deposit. The Company will provide Applicant written notice of such requirement and will obtain the approval from Applicant. If a deposit is required, the applicant will be required to execute the Company's Gas Main Extension

Deposit Agreement. If the Company is required to redesign due to running line changes/plat changes, Applicant will be responsible for all costs associated with the modifications. Applicant will also be responsible for any costs associated with, but not limited to frost, rock, special municipal requirements or any adverse conditions and/or obstructions that could increase the cost of construction as identified in the Company's Terms and Conditions on file with the Illinois Commerce Commission.

Subject to the terms of this Agreement, Company shall construct all necessary facilities to the meter site location on the property of the Premise, as further defined in Exhibit A. The gas facilities shall consist of natural gas piping, compressors, regulators, meters, stations, controls and appurtenant facilities necessary to have sufficient capacity to serve the connected load. Company's obligation to install the gas facilities as provided herein is conditioned upon, among other things, providing Company the Property Rights pursuant to Section 7 at no cost to Company.

#### **6. Environmental Compliance.**

In addition to Applicant's sole responsibility to obtain storm water permit(s), Applicant is responsible for identifying and resolving any and all environmental issues relating to the proposed excavation site(s) at the Premises for installation of gas facilities. If spoil appears to be chemically contaminated it will be returned to the excavation and it will not be removed from the job site. The Applicant shall promptly contact all appropriate environmental regulatory authorities for appropriate actions.

#### **7. Property Rights.**

If Applicant must acquire any Property Rights for installation of gas facilities under this Agreement, a Property Acquisition Rider to this Agreement shall be signed by the Applicant.





## 8. Termination.

Termination by Applicant. Applicant may terminate this Agreement at any time upon ten (10) days prior written notice. If Applicant notifies Company of the cancellation of the request for service, this Agreement shall automatically terminate. If Applicant sends Company written notice of its disapproval of the increase of an estimated Additional Deposit or fails to respond in writing within ten (10) days following Applicant's receipt of Company's written notice, this Agreement shall be terminated effective as of the date or deadline for Applicant's written notice, whichever is applicable.

*Termination by Company.* Company may terminate this Agreement if Applicant fails to acquire Property Rights pursuant to Section 7.

*Termination by Either Party.* Either party may terminate this Agreement if Applicant does not Substantially Commence Construction of its facilities within one (1) year of the Effective Date of this Agreement as set forth above. As used herein, "Substantially Commence Construction" shall mean the (a) Applicant has all required environmental permits for air, water and other permits(s) from the Illinois Environmental Protection Agency and any regional or local authorities with jurisdiction over the Premises, (b) Applicant has all required easements and right-of-ways, (c) the primary contract for construction of Applicant's facilities has been executed by all parties, (d) contractor has been given an unrestricted notice to proceed with its work, and (e) contractor in fact has commenced material work on excavation or foundation for Applicant's facilities. If both parties do not mutually agree to any further extensions, this Agreement shall automatically terminate if Applicant does not Substantially Commence Construction. Company shall not be liable for any costs of Applicant related to Applicant's request for service.

## 9. Limitation of Liability.

The Company (and its agents, officers, employees, and affiliates) shall not be responsible for any actual damages of any kind whatsoever in connection with the performance or non-performance of this Agreement, resulting from delay in completing the installation of gas facilities, where such delay is due to casualties, labor disputes, or other causes beyond the reasonable control of Company. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

If Applicant has any claim against Company, excluding claims for refund of deposits, notice of each claim shall be submitted in writing to Company within ten days after the occurrence of the event that precipitated the claim. Resolution of properly filed claims is within the Company's sole discretion.





## **10. Interpretation/Forum.**

The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section. This Agreement was freely entered into by the parties and shall be construed in accordance with the laws of the State of Illinois. No provision of this Agreement shall be interpreted more or less favorably towards either party because it or its counsel drafted all or a portion hereof.

## **11. Assignment.**

Applicant shall not assign or transfer any rights, claims, or duties under, or related to, this Agreement without the prior written consent of Company which consent may not be unreasonably withheld. The Company may assign or transfer its interest in this Agreement without limitation. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.

## **12. Non-waiver.**

A waiver by either party of any breach of this Agreement shall not be held to be a waiver of any other breach. No approval given, payment made or received, action taken or failure to act by Company under this Agreement shall operate to relieve Applicant from any of its responsibilities herein or be deemed as an approval by Company of any deviation contained in any items or documents subject to such approval from, or any failure by Applicant to comply with, any requirement of this Agreement, unless such deviation or failure has been specifically approved by a written modification of this Agreement.

## **13. Non-reliance.**

Other than as expressly stated herein, neither party has relied on any representations made by the other party relating to this Agreement. Any representations, warranties or statements made by an employee or agent of the parties and not expressed in this Agreement are not binding upon the parties.

## **14. Notices.**

All written notices required hereunder may be sent by facsimile, a nationally recognized overnight courier service, first class mail or hand delivered. Notices shall be considered given when received on a business day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a business day or is after 5:00 p.m. in the receiving party's time zone on a business day, then such facsimile shall be deemed to have been received on the next business day. Notice by overnight mail or courier shall be deemed to have been received on the next





business day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered three (3) business days after posting.

**15. Miscellaneous.**

Applicant and Company agree that nothing contained herein shall be construed to create a relationship of agency, partnership or joint venture between the parties. The installation of gas facilities and gas service is subject to the Company's tariff on file as may be amended. This Agreement is not intended to, and may not include all conditions and costs for which Applicant is directly responsible under the Company's tariffs. If any of the provisions of this Agreement are held to be invalid, illegal, or unenforceable, the provisions shall remain in effect to the extent allowed by law and the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.





IN WITNESS WHEREOF, this Agreement is hereby duly executed by authorized representatives of the parties and is hereto effective as of the date first above written.

**Northern Illinois Gas Company d/b/a Nicor Gas Company**

**Applicant Information**

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Company Mailing Address:

Applicant Mailing Address:

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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

