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IDAHO PUBLIC
UTILITIES COMMISSION

Tariff Advice No. INT-TAG-24-01

July 12, 2024

Monica Barrios-Sanchez
Commission Secretary
Idaho Public Utilities Commission
P.O. Box 83720
Boise, ID 83720-0074

RE: Intermountain Gas Company
Tariff Advice No. 24-01

Dear Ms. Barrios-Sanchez:

Enclosed for filing with this Commission is a copy of Intermountain Gas Company's proposed revisions to its Rate Schedule FT.

The proposed revisions to Rate Schedule FT reflect new ordinance numbers for Aberdeen and Murtaugh. Copies of the ordinances, which became effective July 1, 2024, are attached.

The Company requests that the proposed revisions become effective August 1, 2024. If you have any questions or require additional information regarding the attached, please contact me at (208) 377-6015.

Sincerely,

/s/ Lori A. Blattner

Lori A. Blattner
Director – Regulatory Affairs
Intermountain Gas Company

Enclosures

Rate Schedule FT FRANCHISE FEE/TAX ADJUSTMENT

APPLICABILITY:

To all charges for natural gas service rendered within the jurisdiction imposing a fee, tax, or charge as provided in Section A, paragraph 4.4 of the Company's General Service Provisions.

ADJUSTMENT:

The rates and charges shall be increased by an adjustment equivalent to the amount of the charge imposed by the jurisdiction. The following cities charge a 3% franchise fee:

CITY	ORDINANCE NO.	CITY	ORDINANCE NO.
Aberdeen	351	Kuna	2023-05
American Falls	628	Lava Hot Springs	1985-3
Ammon	463	Lewisville	01-95
Arimo	4	Malta	28
Bancroft	210	McCammom	255
Basalt	125	Menan	396
Bellevue	95-04	Meridian	462
Blackfoot	2140	Middleton	532
Boise	6444	Montpelier	593
Buhl	981	Mountain Home	1064
Burley	1210	Murtaugh	24-02
Caldwell	3036	Nampa	2006
Chubbuck	849	New Plymouth	170
Declo	123	Parker	72
Eagle	715	Parma	579
Emmett	780	Paul	2006-1
Filer	554	Payette	961
Firth	131	Pocatello	2802
Fruitland	358	Rexburg	954
Garden City	849-06	Rigby	2015-576
Georgetown	52	Ririe	136
Glenns Ferry	375	Rupert	06-507
Gooding	699	St. Anthony	01-04
Grace	2016-1	Shelley	324
Greenleaf	84	Shoshone	496
Hailey	1190	Soda Springs	654
Hansen	121	Star	66
Heyburn	581	Sugar City	369_2021
Homedale	345	Sun Valley	514
Idaho Falls	3052	Twin Falls	2165
Inkom	85-166	Ucon	117
Iona	62	Weiser	957
Jerome	688	Wendell	493
Ketchum	1134	Wilder	365
Kimberly	409		

Rate Schedule FT
FRANCHISE FEE/TAX ADJUSTMENT

APPLICABILITY:

To all charges for natural gas service rendered within the jurisdiction imposing a fee, tax, or charge as provided in Section A, paragraph 4.4 of the Company's General Service Provisions.

ADJUSTMENT:

The rates and charges shall be increased by an adjustment equivalent to the amount of the charge imposed by the jurisdiction. The following cities charge a 3% franchise fee:

CITY	ORDINANCE NO.	CITY	ORDINANCE NO.
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Ammon	463	Lewisville	01-95
Arimo	4	Malta	28
Bancroft	210	McCammon	255
Basalt	125	Menan	396
Bellevue	95-04	Meridian	462
Blackfoot	2140	Middleton	532
Boise	6444	Montpelier	593
Buhl	981	Mountain Home	1064
Burley	1210	Murtaugh	94-68 <u>24-02</u>
Caldwell	3036	Nampa	2006
Chubbuck	849	New Plymouth	170
Declo	123	Parker	72
Eagle	715	Parma	579
Emmett	780	Paul	2006-1
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Iona	62	Weiser	957
Jerome	688	Wendell	493
Ketchum	1134	Wilder	365
Kimberly	409		

ORDINANCE NO. 351

AN ORDINANCE OF THE CITY OF ABERDEEN, IDAHO, GRANTING TO INTERMOUNTAIN GAS COMPANY A TEN YEAR EXTENSION TO ITS FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE A GAS TRANSMISSION AND DISTRIBUTION SYSTEM; PROVIDING FOR THE USE OF STREETS AND ALLEYS, AND RULES GOVERNING THE SAME, SUBJECTING THE GRANTEE TO ALL POWERS OF THE CITY; SETTING FORTH THE RULES OF THE FRANCHISE AND GRANT; PROVIDING FOR THE RIGHT OF INSPECTION BY THE CITY OF GRANTEE'S PLANS, ACCOUNTS, AND BOOKS; REQUIRING GRANTEE TO FURNISH CERTAIN MAPS; SETTING FORTH THE QUARTLY PAYMENT TO THE CITY, AND THE FILING OF QUARTERLY REPORTS WITH THE CITY; REQUIRING GRANTEE TO INDEMNIFY CITY, AND FILE EVIDENCE OF INSURANCE; REQUIRING COMPLIANCE WITH SAFETY REGULATIONS; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR SURRENDER OF FRANCHISE; GRANTING RIGHT TO SALVAGE; REQUIRING WRITTEN ACCEPTANCE; PROVIDING FOR CONSENT TO SALE, ASSIGNMENT OR LEASE; PROVIDING FOR PAYMENT OF PUBLICATION COST; SETTING FORTH PENALTIES AND FORFEITURES, SEPARABILITY AND REPEAL.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF ABERDEEN, IDAHO;

Section 1: Grant of Authority.

There is hereby granted to Intermountain Gas Company, a corporation, its successors and assigns (hereinafter collectively referred to as "Grantee") a ten (10) year extension to the right and authority to construct, install, maintain and operate a gas transmission and distribution system, including mains, pipes, conduits, services and other necessary structures and appliances appertaining in, under, upon, over, across and along the streets, alleys, bridges and public places within the present and future corporate limits of the City of Aberdeen, Idaho (hereinafter referred to as "City") for the furnishing, transmission, distribution and sale of gas, whether artificial, natural, mixed or otherwise, for heating, domestic, industrial and other purposes and for transmitting gas into, through and beyond said City. The City represents that it has the sole power and authority to make this grant of authority and agrees to notify Grantee in writing if the City should cease to have this power.

Section 2: Use of Streets and Rules Governing the Same.

Grantee shall secure a permit for any opening it shall make in the streets, alleys and public places in the City and shall be subject to all applicable ordinances, but no fee shall be required of Grantee for any such permit. Grantee may, however, open or disturb the streets, alleys, and public places without a permit if an emergency exists requiring the immediate repair of facilities. The location or relocation of all facilities shall be made under the supervision and with the approval of such representatives as the governing body of the City may designate for such purpose, but not so as unreasonably to interfere with the proper operating of Grantee's facilities and service. Whenever the City shall pave or repave any street or shall change the grade or line of any street or public place or shall construct or reconstruct any conduit, water main, sewer or water connection or other city public works or city utility, it shall be the duty of the Grantee when so ordered by the City to change its mains, services and other property in the streets or public places at its own expense so as to conform to the established grade or line of such street or public place and so as not to interfere with the conduits, sewers and other mains of the City as constructed or reconstructed; however, the Grantee shall not be required to relocate pipes, mains and appurtenances when the street, alley or public ground in which they are located is vacated for the convenience of abutting property owners and not as an incident to the public improvement, unless the reasonable cost of such relocation and the loss and expenses resulting therefrom is first paid to Grantee. The City will avoid the need for such moving or changing whenever possible. In the event Federal, State or other funds are available in whole or in part for utility relocating purposes, the City shall apply for such funds and the Grantee will be reimbursed to the extent any such funds are actually obtained. Whenever the City grants a permit for an excavation in a street, alley or other public ground and the work contemplated by the permit may expose gas pipes, mains and appurtenances of the Grantee, the City shall furnish a copy of the permit to Grantee at least 48 hours prior to such work.

Section 3: Grantee Subject to All Powers of City Rules Governing Repair and Reconstruction of Streets.

The exercise of privileges herein granted shall be subject at all times to all of the powers of the City and all regulatory ordinances adopted pursuant thereto. The Grantee shall not unnecessarily or unreasonably obstruct the use of or damage any street or alley and shall within a reasonable time and as early as practicable upon completion of any construction or repair work, restore all City streets and alleys to the same order and condition as they were before the excavation was made insofar as reasonably possible. The Grantee shall maintain, repair and keep in good condition for a period of three years all portions of streets and alleys disturbed by it or its agents. The Grantee shall be responsible for any obstruction in any street, alley or other public place caused by it in the operation and maintenance of its properties occurring at any time and shall promptly remove such obstruction. Any such obstruction which, after proper notice to Grantee demanding removal is not promptly removed by the Grantee may be taken care of by the City and the costs thereof shall be charged against Grantee. For purposes of this Section, Grantee's above-ground facilities or temporary construction materials and equipment shall not be considered an "obstruction".

Section 4: Term of Franchise and Grant.

Such right and authority, permission and power is hereby granted for a term of ten (10) years from and after the date of the final acceptance of this Ordinance by the Company, herein referred to as the primary term. This franchise will automatically renew for successive periods of ten (10) years unless cancelled at the end of a term by either party by written notice to the other party no less than 180 calendar days prior to the end of the primary term or the then current successive term.

Section 5: City Right to Inspection of Grantee's Plans, Accounts and Books – Grantee to Furnish Certain Maps.

Upon reasonable advance notice, the City shall have access to Grantee's records to the extent necessary to verify the accuracy of the Franchise fee payments required herein during the normal business hours of Grantee. The Grantee shall furnish, upon request, the City with a complete set of maps, including plans and profile of the distribution system of the Grantee and any future extensions. The City shall make every reasonable effort to maintain the confidentiality of any trade secrets or other proprietary information (such as proprietary maps and other mapping information) provided pursuant to this Section, including execution of a data sharing agreement with Grantee. Any map supplied shall not be used for locating gas facilities with the intent of excavating. Prior to excavating, the City shall request line locates per the requirements of Idaho Statute Chapter 22 Underground Facilities Damage Prevention.

Section 6: Payment To City And Filing Of Quarterly Written Report With The City

As consideration for this franchise and grant said Grantee, its successors and assigns, during the franchise period, shall pay to the City three percent (3%) of the gross receipts received from all sales of gas by Grantee within the corporate limits of the City through use, operation or possession of this franchise and grant.

Such payments shall be made on a quarterly basis and shall be in lieu of any and all other fees, charges, licenses or taxes (other than ad valorem taxes) related to easements, franchises, rights-of-way, utility lines and equipment installation, maintenance and removal during the term of the public service providers' franchise with the City which the City may impose for the rights and privileges herein granted or for the privilege of doing business within the City.

The Grantee shall file 30 days after the end of each calendar quarter with the City a report for the preceding calendar quarter, which report shall contain a statement of all the gross receipts arising from all sales of gas by said Grantee within the City for the calendar quarter preceding such report, and at the same time the Grantee shall pay to the City the stipulated percentage of the gross quarterly receipts due for the calendar quarter which said report is made and filed.

Section 7: Grantee Liability - Indemnification

It is expressly understood and agreed by and between the Grantee and the City that the Grantee shall save the City harmless from all loss sustained by the City on account of any suit, judgment, execution, claim or demand whatsoever, resulting from negligence on the part of the Grantee in the construction, operation or maintenance of its gas system in the City. The City shall notify the grantee's representative in the City within ten (10) days after the presentation of any claim or demand, either by suit or otherwise, made against the City on account of any negligence as aforesaid on the part of the Grantee. Nothing herein shall require Grantee to save and hold the City harmless to the extent any loss sustained by the City is caused by the acts, omissions, or negligence of the City its agents, representatives, contractors, officers, directors, employees, or other parties subject to its direction or control.

Section 8: Insurance

Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, Grantee shall file with the City Clerk a certificate evidencing the insurance of the Grantee against property damage in an amount not less than \$1,000,000 and bodily injury with limits of not less than \$1,000,000 per person and \$2,000,000.00 total for each occurrence. Provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of the City are increased pursuant to the Idaho Tort Claims Act (Idaho Code Section 6-901 et. seq.) or any similar legislation.

Section 9: Safety Regulation Compliance

Grantee shall comply with and conform to all safety regulations promulgated by the United States, State of Idaho, or any regulatory body having jurisdiction thereof.

Section 10: Agreement Not to Compete – Reserve to City Power of Eminent Domain

In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof the City agrees not to engage in the business of distributing and selling gas during the life of this franchise or any extension thereof in competition with the Grantee, its successor and assigns; but nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho.

Section 11: Surrender of Franchise

In the event natural gas at any time shall cease to be available to Grantee for the distribution and sale hereunder, Grantee reserves the right to surrender this franchise and in the event of such surrender prior to any expiration or termination of this franchise, or in any of such events, Grantee reserves the right to salvage all of its plant, works and facilities, and will restore City's streets and alleys damaged by such salvage operation.

Section 12: Written Acceptance

The Grantee shall within thirty (30) days after the passage and publication of this ordinance, file with the City Clerk its acceptance of this franchise in writing signed by its proper officers and attested by its corporate seal.

Section 13: Publication Costs

The Grantee shall assume the cost of publication of this franchise as such publication is required by law.

Section 14: Forfeiture

Any material violation by the Grantee, its vendee, lessee or successors of the provisions of this ordinance, franchise and grant or any material portions thereof or the failure promptly to perform any of the provisions thereof shall be cause for the forfeiture of this franchise and grant and all rights hereunder should Grantee fail to cure such violation within sixty (60) calendar days of City's providing Grantee written notice, which shall be served upon Grantee by registered mail on its Region Director at 12584 W Tyhee Road, Pocatello, Idaho 83202, or if not reasonably capable of being cured within sixty (60) calendar days, within such other reasonable period of time as the

This Ordinance shall take effect and be in force on (6/17/2024), following its passage, approval, and publication as required by law, and the execution of the "Acceptance and Consent" by Grantee.

DATED this 16th day of June, 2024

CITY OF ABERDEEN

Larry Barrett
Larry Barrett, Mayor

ATTEST:

Selena Nevarez
Selena Nevarez, City Clerk

ACCEPTANCE AND CONSENT

INTERMOUNTAIN GAS COMPANY, as the franchisee and 'Grantee' in the ordinance set forth above, accepts the franchise set forth therein at the time of Grantee's execution, and agrees to abide by the terms and conditions thereof. Specifically (and pursuant to I.C. § 50-329A), IGC consents to the three percent (3%) franchise fee assessed by the City pursuant to this ordinance.

DATED this 1ST day of July, 2024

[Signature]
By: Eric Martuscelli
Its: Vice President, Field Operations

ORDINANCE NO.24-02

AN ORDINANCE OF THE CITY OF MURTAUGH, IDAHO, GRANTING TO INTERMOUNTAIN GAS COMPANY A TWENTY (20) YEAR EXTENSION TO ITS FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE A GAS TRANSMISSION AND DISTRIBUTION SYSTEM; PROVIDING FOR THE USE OF STREETS AND ALLEYS, AND RULES GOVERNING THE SAME, SUBJECTING THE GRANTEE TO ALL POWERS OF THE CITY; SETTING FORTH THE RULES OF THE FRANCHISE AND GRANT; PROVIDING FOR THE RIGHT OF INSPECTION BY THE CITY OF GRANTEE'S PLANS, ACCOUNTS, AND BOOKS; REQUIRING GRANTEE TO FURNISH CERTAIN MAPS; SETTING FORTH THE ANNUAL PAYMENT TO THE CITY, AND THE FILING OF ANNUAL REPORTS WITH THE CITY; REQUIRING GRANTEE TO INDEMNIFY CITY, AND FILE EVIDENCE OF INSURANCE; REQUIRING COMPLIANCE WITH SAFETY REGULATIONS; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR SURRENDER OF FRANCHISE; GRANTING RIGHT TO SALVAGE; REQUIRING WRITTEN ACCEPTANCE; PROVIDING FOR CONSENT TO SALE, ASSIGNMENT OR LEASE; PROVIDING FOR PAYMENT OF PUBLICATION COST; SETTING FORTH PENALTIES AND FORFEITURES, SEPARABILITY AND REPEAL.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF MURTAUGH, IDAHO;

Section 1: Grant of Authority.

There is hereby granted to Intermountain Gas Company, a corporation, its successors and assigns (hereinafter collectively referred to as "Grantee") a twenty (20) year extension to the right and authority to construct, install, maintain and operate a gas transmission and distribution system, including mains, pipes, conduits, services and other necessary structures and appliances appertaining in, under, upon, over, across and along the streets, alleys, bridges and public places within the present and future corporate limits of the City of Murtaugh, Idaho (hereinafter referred to as "City") for the furnishing, transmission, distribution and sale of gas, whether artificial, natural, mixed or otherwise, for heating, domestic, industrial and other purposes and for transmitting gas into, through and beyond said City. The City represents that it has the sole power and authority to make this grant of authority and agrees to notify Grantee in writing if the City should cease to have this power.

Section 2: Use of Streets and Rules Governing the Same.

Grantee shall secure a permit for any opening it shall make in the streets, alleys and public places in the City and shall be subject to all applicable ordinances, but no fee shall be required of Grantee for any such permit. Grantee may, however, open or disturb the streets, alleys, and public places without a permit if an emergency exists requiring the immediate repair of facilities. The location or relocation of all facilities shall be made under the supervision and with the approval of such representatives as the governing body of the City may designate for such purpose, but not so as unreasonably to interfere with the proper operating of Grantee's facilities and service. Whenever the City shall pave or repave any street or shall change the grade or line of any street or public place or shall construct or reconstruct any conduit, water main, sewer or water connection or other city public works or city utility, it shall be the duty of the Grantee when so ordered by the City to change its mains, services and other property in the streets or public places at its own expense so as to conform to the established grade or line of such street or public place and so as not to interfere with the conduits, sewers and other mains of the City as constructed or reconstructed; however, the Grantee shall not be required to relocate pipes, mains and appurtenances when the street, alley or public ground in which they are located is vacated for the convenience of abutting property owners and not as an incident to the public improvement, unless the reasonable cost of such relocation and the loss and expenses resulting therefrom is first paid to Grantee. The City will avoid the need for such moving or changing whenever possible. In the event Federal, State or other funds are available in whole or in part for utility relocating purposes, the City shall apply for such funds and the Grantee will be reimbursed to the extent any such funds are actually obtained. Whenever the City grants a permit for an excavation in a street, alley or other public ground and the work contemplated by the permit may expose gas pipes, mains and appurtenances of the Grantee, the City shall furnish a copy of the permit to Grantee at least 48 hours prior to such work.

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Section 4: Term of Franchise and Grant.

Such right and authority, permission and power is hereby granted for a term of twenty (20) years from and after the date of the final acceptance of this Ordinance by the Company, herein referred to as the primary term. This franchise will automatically renew for successive periods of ten (10) years unless cancelled at the end of a term by either party by written notice to the other party no less than 180 calendar days prior to the end of the primary term or the then current successive term.

Section 5: City Right to Inspection of Grantee's Plans, Accounts and Books – Grantee to Furnish Certain Maps.

Upon reasonable advance notice, the City shall have access to Grantee's records to the extent necessary to verify the accuracy of the Franchise fee payments required herein during the normal business hours of Grantee. The Grantee shall furnish, upon request, the City with a complete set of maps, including plans and profile of the distribution system of the Grantee and any future extensions. The City shall make every reasonable effort to maintain the confidentiality of any trade secrets or other proprietary information (such as proprietary maps and other mapping information) provided pursuant to this Section, including execution of a data sharing agreement with Grantee. Any map supplied shall not be used for locating gas facilities with the intent of excavating. Prior to excavating, the City shall request line locates per the requirements of Idaho Statute Chapter 22 Underground Facilities Damage Prevention.

Section 6: Payment To City And Filing Of Annual Written Report With The City

As consideration for this franchise and grant said Grantee, its successors and assigns, during the franchise period, shall pay to the City three percent (3%) of the gross receipts received from all

sales of gas by Grantee within the corporate limits of the City through use, operation or possession of this franchise and grant.

Such payments shall be made on a quarterly basis and shall be in lieu of any and all other fees, charges, licenses or taxes (other than ad valorem taxes) related to easements, franchises, rights-of-way, utility lines and equipment installation, maintenance and removal during the term of the public service providers' franchise with the City which the City may impose for the rights and privileges herein granted or for the privilege of doing business within the City.

The Grantee shall file 30 days after the end of each calendar quarter with the City a report for the preceding calendar quarter, which report shall contain a statement of all the gross receipts arising from all sales of gas by said Grantee within the City for the calendar quarter preceding such report, and at the same time the Grantee shall pay to the City the stipulated percentage of the gross quarterly receipts due for the calendar quarter which said report is made and filed.

Section 7: Grantee Liability - Indemnification

It is expressly understood and agreed by and between the Grantee and the City that the Grantee shall save the City harmless from all loss sustained by the City on account of any suit, judgment, execution, claim or demand whatsoever, resulting from negligence on the part of the Grantee in the construction, operation or maintenance of its gas system in the City. The City shall notify the grantee's representative in the City within ten (10) days after the presentation of any claim or demand, either by suit or otherwise, made against the City on account of any negligence as aforesaid on the part of the Grantee. Nothing herein shall require Grantee to save and hold the City harmless to the extent any loss sustained by the City is caused by the acts, omissions, or negligence of the City its agents, representatives, contractors, officers, directors, employees, or other parties subject to its direction or control.

Section 8: Insurance

Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, Grantee shall file with the City Clerk a certificate evidencing the insurance of the Grantee against property damage in an amount not less than \$500,000.00 and bodily injury with limits of not less than \$500,000.00 per person and \$1,000,000.00 total for each occurrence. Provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of the City are increased pursuant to the Idaho Tort Claims Act (Idaho Code Section 6-901 et. seq.) or any similar legislation.

Section 9: Safety Regulation Compliance

Grantee shall comply with and conform to all safety regulations promulgated by the United States, State of Idaho, or any regulatory body having jurisdiction thereof.

Section 10: Agreement Not to Compete – Reserve to City Power of Eminent Domain

In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof the City agrees not to engage in the business of distributing and selling gas during the life of this franchise or any extension thereof in competition with the Grantee, its successor and assigns; but nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho.

Section 11: Surrender of Franchise

In the event natural gas at any time shall cease to be available to Grantee for the distribution and sale hereunder, Grantee reserves the right to surrender this franchise and in the event of such surrender prior to any expiration or termination of this franchise, or in any of such events, Grantee reserves the right to salvage all of its plant, works and facilities, and will restore City's streets and alleys damaged by such salvage operation.

Section 12: Written Acceptance

The Grantee shall within thirty (30) days after the passage and publication of this ordinance, file with the City Clerk its acceptance of this franchise in writing signed by its proper officers and attested by its corporate seal.

Section 13: Publication Costs

The Grantee shall assume the cost of publication of this franchise as such publication is required by law.

Section 14: Forfeiture


Any material violation by the Grantee, its vendee, lessee or successors of the provisions of this ordinance, franchise and grant or any material portions thereof or the failure promptly to perform any of the provisions thereof shall be cause for the forfeiture of this franchise and grant and all rights hereunder should Grantee fail to cure such violation within sixty (60) calendar days of City's providing Grantee written notice, which shall be served upon Grantee by registered mail on its Region Director at 555 South Cole Road, Boise, ID 83709, or if not reasonably capable of being cured within sixty (60) calendar days, within such other reasonable period of time as the parties may agree. This provision shall not prevent the Grantee from submitting such question of forfeiture to proper court determination.

Section 15: Separability

This Ordinance shall take effect and be in force on July 1, 2024, following its passage, approval, and publication as required by law, and the execution of the "Acceptance and Consent" by Grantee.


DATED this 11th day of June, 2024

CITY OF MURTAUGH



Dee Hunsaker, Mayor

ATTEST:

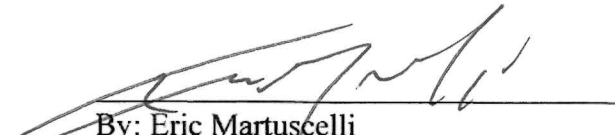


Eli Andersen, City Clerk

ACCEPTANCE AND CONSENT

INTERMOUNTAIN GAS COMPANY, as the franchisee and 'Grantee' in the ordinance set forth above, accepts the franchise set forth therein at the time of Grantee's execution, and agrees to abide by the terms and conditions thereof. Specifically (and pursuant to I.C. § 50-329A), IGC consents to the three percent (3%) franchise fee assessed by the City pursuant to this ordinance.

DATED this 12th day of JUNE, 2024



By: Eric Martuscelli
Its: Vice President, Field Operations