



Gas Main Extension – 5 Year Refundable Agreement

This Agreement is made this ___ day of February 2021, between Union Electric Company dba Ameren Missouri hereinafter called “Company” and City of Columbia, Missouri, hereinafter called “Customer”, collectively the “Parties” and individually, a “Party”.

WHEREAS, the rendition of the gas service will require an extension of Company’s gas main not required by the Company’s usual rendition of service under the applicable tariff (s), and which is not contemplated nor necessary for the Company but which constitutes an upgrading or improvement solely for the benefit of Customer.

WHEREAS, the extension of the Company’s gas main, and the related construction costs and expenditures, are in excess of the costs and expenditures associated with the free gas main extension.

NOW, THEREFORE, for good and valuable consideration, and in consideration of the agreements and undertakings established herein and the mutual benefits derived there from, it is agreed as follows:

1. The gas main extension requested by the Customer, and covered by this Agreement, will be approximately 8,400 feet long, and will serve 15 potential Commercial lots. The extension will begin at ~95' east of east side of curb of Leadership Dr, ~30' south of southern curb of State Highway H and end at ~20' south of entrance drive to 11500 S Airport Dr (Ozark Management Inc).

2. The Parties estimate 15 customer(s) to be connected to this gas main within Three (3) years of the above date, providing for a free allowance of 160 feet of gas main per customer, or a total of 2,400 feet.

The Customer agrees to make a refundable deposit for the remaining balance of 6,000 feet of gas main at a cost of \$10.92 per foot, for a total of \$65,546.43. Customer also agrees to make this deposit prior to installation of this gas main.

3. The number of customers connected to the gas main will be determined by the Company during an annual end of the calendar year review of the gas main covered by this Agreement or if otherwise required by tariff, at annual intervals from the date this Agreement was executed. Refunds will be made as soon as practical if the number of customers connected to the gas main exceeds the number of customers provided for in the free allowance. The Company will make the annual refund of \$1,747.90 per additional connected customer until (a) the Customer’s deposit is totally refunded or (b) a period of five (5) years has elapsed from the date of execution of this Agreement, whichever first occurs. No interest shall accrue on any refunds payable to Customer from Company. Refunds pursuant to this Agreement will be paid only to the Customer who is the party to this Agreement unless written and signed documents acceptable to the Company are presented, assigning the rights to these refunds to another party.

4. For this Agreement, a connected customer is a person or organization residing in a permanent structure utilizing natural gas for processing, space heating or water heating or is otherwise a “customer” as defined by the applicable tariff.

5. Under the terms of this Agreement this gas main will remain the property of the Company unless abandoned by the company and the Company reserves the right, at its sole discretion and without consultation with the Customer, to maintain and operate this gas main without compensation to Customer.

6. Company shall not be obligated to extend the gas main until satisfactory arrangements have been made by Customer, to secure all necessary easements, licenses, permits, rights-of-way, and all vegetation and other obstructions have been cleared.

7. Service lines which are constructed to the individual structures will be installed by Ameren Missouri or under its direction. Building owners will be charged for such service lines at the prevailing construction rates in effect at the time of installation.

8. This Agreement is made in accordance with, and incorporates by reference, the applicable tariffs, rules, regulations of the Company and the Missouri Public Service Commission.

9. After its execution, this Agreement shall not be modified except in writing executed by both Parties, making express reference to this Agreement and the specific term or condition being modified or amended.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate in person or by its duly authorized officers or agents, day and year first above written.

Company Representative

By: Trent Snodgrass
Title: Customer Service
Specialist

Signature: 

Date: 01/21/2021

Customer

By: Signatures on following page


Address:

Signature: _____

Date: _____

CITY OF COLUMBIA, MISSOURI

By _____
John Glascock
City Manager


2/2/21

ATTEST:

By _____
Sheela Amin
Title City Clerk

APPROVED AS TO FORM:

By _____
Nancy Thompson
Title City Counselor

I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, that is, account 55416288-604990, AP008, and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

Matthew Lue, Director of Finance