

## NATURAL GAS CONNECTION SERVICE PROGRAM AGREEMENT

The Natural Gas Connection Service Program Agreement (the “Agreement”), is entered into by the Municipal Gas Authority of Georgia, a public body corporate and politic, a public corporation and an instrumentality of the State of Georgia (the “Gas Authority”), and the City of Sugar Hill, (the “Participating Member”), a political subdivision of the State of Georgia.

WHEREAS, the Participating Member owns and operates a natural gas distribution system and is a member of the Gas Authority under its Gas Supply Contract, as amended with the Gas Authority (“Gas Supply Contract”); and

WHEREAS, the Participating Member recognizes that natural gas service is optional from the Participating Member’s citizens’ (“Customers”) perspective and has determined there is a need for a service that assists the Participating Member in attracting and retaining natural gas Customers; therefore, a growing natural gas distribution system requires investment in a robust marketing, advertising, and appliance sales plan (“Customer Growth and Retention Plan”); and

WHEREAS, the Gas Authority has developed the Natural Gas Connection Service, contemplated herein, for the purpose of assisting the Participating Member in achieving the gas system marketing goals according to the Member’s Customer Growth and Retention Plan.

NOW THEREFORE,

FOR AND IN CONSIDERATION of the premises and the mutual covenants and agreements herein contained, the parties agree as follows:

1. Duties of the Gas Authority.

- (a) The Gas Authority, as provider of the Natural Gas Connection (“NGC”) Service Program, shall develop a NGC Service Plan (“Service Plan”) from the Services described herein, such Services as supplemented and modified from time to time by policies and procedures approved by the Gas Authority Board of Directors, and as modified from time to time, in accordance with the Participating Member’s Service Plan as selected in Exhibit A, including without limitation:
  - i. Hire or contract with and train NGC Program employees, Participating Member’s staff, and contractors;
  - ii. Design, develop and implement an online platform for operating the NGC Service Program, including online sales capability to include scheduling of appliance installation, applying for financing and rebate programs, and acceptance of payment.

- iii. Design and implement marketing, advertising, sales campaigns and direct sales efforts, and the administration of any customer care programs including rebate programs, financing programs or home warranty programs;
- iv. Design, construct and equip appliance showrooms and merchandising centers;
- v. Provide a customer service call center, including after-hours capability;
- vi. Research and determine product offerings, including pricing and procedures;
- vii. Identify, establish and maintain appropriate relationships with appliance manufacturers and distributors;
- viii. Manage purchasing and inventory of appliances, equipment and parts;
- ix. Assist Participating Member in building electronic interface to its Customer information system for use only by the Gas Authority, and third parties only to the extent related to the Program;
- x. Provide basic sales training to Participating Member employees who routinely interact with Customers;
- xi. Identify, research and contract with, or hire, equipment installers and/or service companies in accordance with Gas Authority policies and procedures;
- xii. Manage Program and track financial performance, keeping accurate records and accounts relating to administration of the Program:

(b) Establish one or more Annual Budgets and Rate Schedules reflecting and in consideration of the Annual Program Costs of the Service Plan, such costs to be allocated by Gas Authority policy among all Participating Members, certain regional groups or Participating Members and individual Participating Members as determined appropriate by the Gas Authority;

(c) Serve as facilitator among the Participating Members with respect to the NGC Service Program; The Gas Authority may contract with any person or entity to perform all or any portion of its obligations hereunder; provided that any cost or expense incurred by the Gas Authority under any such contract will be an Annual Program Cost.

## 2. Duties of the Participating Member.

(a) Applicable duties of the Participating Member are in accordance with the Participating Member's Service Plan as selected in Exhibit A:

- i. Participate in Gas Authority's NGC On-Bill Financing Program, and adhere to the Program's policies and procedures;
- ii. Provide electronic access to non-sensitive Customer utility service information, including, without limitation, names, addresses, account

numbers, phone numbers, eligibility for certain programs and email addresses;

- iii. Provide monthly gas system sales information by customer classification (e.g. residential, small commercial, agricultural, firm industrial, interruptible, etc.), including but not limited to number of customers, sales revenues, and sales volumes;
- iv. Provide addresses associated with every natural gas service line connected to the gas system, whether active or inactive;
- v. Allow installation of *Go Anywhere Agent* or similar software product to keep Customer data synchronized and current, or with the consent of NGC, provide updated Customer data files at least monthly;
- vi. Provide space for Appliance showroom or NGC marketing materials merchandising center on request;
- vii. Provide space for an NGC Program employee to have a desk and set up his/her own computer, and provide Internet access, to be able to transact business with Customers;
- viii. Maintain ability to accept cash payments;
- ix. Provide secure space for storage, including video surveillance of limited inventory, and make personnel available for check-in and check-out of inventory, including assisting Customer with loading Appliances into his vehicle;
- x. Provide after-hours access to Appliance storage for emergency situations and contractor Appliance pickup;
- xi. Identify and make available employees with Customer interaction for basic sales training; provided that there is no expectation that Participating Member employees will be required to close sales;
- xii. Collect leads and otherwise connect interested Customers with NGC Program personnel;
- xiii. Work with NGC Program personnel to establish and fund an effective rebate program;

- xiv. Work in good faith with NGC Program personnel and its Contractors to ensure customer retention and growth; and
- xv. Comply with Gas Authority policies and procedures for the NGC Program Services as established from time to time, including guidelines for NGC brand and logo utilization.

### 3. Term of the Agreement.

The term of this Agreement will be three years commencing March 1st, 2024 and will be extended thereafter on a year-to-year basis unless terminated by twelve (12) months' prior written notice, sent via certified mail, from the terminating party. Upon receipt by the Gas Authority of written request or requests from Participating Members. The duty to pay amounts due pursuant to this Agreement, which are outstanding on the date of any termination, will survive the termination of this Agreement. Additionally, upon any termination of the Program, each Participating Member will reimburse the Gas Authority for each Participating Member's portion of terminating the Program, if any. Any required reimbursements will be paid within (60) days of the date of receipt by the Participating Member of a bill from the Gas Authority respecting such amounts.

### 4. Annual Budget and Program Fees

Prior to the beginning of each year, in concert with preparing the Gas Authority's General & Administrative ("G&A") Budgets, the Gas Authority will prepare an Annual Budget & Rate Schedule for the NGC Program ("NGC Budget") according to the Participating Member's NGC Service Plan, which the NGC Budget for the initial year is attached hereto as Exhibit A. Review and approval of the NGC Budget will follow the same process and schedule as the Gas Authority's G&A Budgets. In addition, the Gas Authority will work with the Participating Member to establish and fund a rebate program in accordance with Exhibit B, attached hereto.

The Participating Member hereby agrees to pay its appropriate NGC Program Costs in accordance with Exhibit A as well as any individual costs allocable only to the Participating Member.

### 5. Indemnification

The Participating Member hereby agrees that, to the extent permitted by law, it will indemnify and hold the Gas Authority, including its board, staff and employees, as well as the Program Staff, and the other NGC Program Participating Members (collectively, "Indemnified Parties"), harmless from and against any and all losses, costs, liabilities, damages and expenses (including without limitation attorneys' fees and expenses) sustained by said Participating Member of any kind or nature as a result of, in whole or in

part, any negligent action or failure to act on the part of the Indemnified Parties in connection with the performance of failure to perform any service agreed to by said Participating Member pursuant to this Agreement.

6. Governing Law.

This Agreement will be governed by the laws of the State of Georgia.

7. Counterparts.

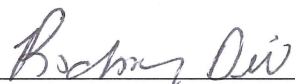
This Agreement may be executed in multiple counterparts, and any one of such counterparts will be considered an original hereof.

8. Relationship to Gas Supply Contracts.

The Agreement is a Supplemental Contract and the Services described herein are a Project under the Gas Supply Contract.

This the 1st day of March, 2024.

MUNICIPAL GAS AUTHORITY OF GEORGIA

By: 

Name: Rodney Dill

Title: VP Market Development

PARTICIPATING MEMBER:

By: 

Name: Paul P. Radwan

Title: CITY MANAGER

## EXHIBIT A

### MUNICIPAL GAS AUTHORITY OF GEORGIA

#### NGC ANNUAL BUDGET & RATE SCHEDULE

#### NGC SERVICE PLAN

CITY OF SUGAR HILL

In collaboration with Sugar Hill, Natural Gas Connection delivers a convenient technology solution that offers customers gas appliance financing and rebate services. Below is a list of responsibilities agreed upon between the Gas Authority and Participating Member, followed by the description of services.

#### Responsibilities:

- Duties of the Gas Authority; services selected by Sugar Hill
  - 1.(a) i, ii (applying for financing and rebate programs only), iii, vii, ix, x, xi, xii, 1. (b), 1. (c)
- Duties of the Participating Member; services selected by Sugar Hill
  - 2. (a) i, ii, iii, iv, v, vi, viii, xi, xii, xiii, xiv, xv

#### Description of Services:

- Access to an advanced technology platform:
  - Financing application and processing capabilities
  - Rebate request facilitation
- Provide training and procedures documents for Sugar Hill employees so they can assist customers
  - Gas Authority to provide second level technical support and financing procedures support
- Aid in establishing a local contractor network:
  - Gas Authority Manager to assist in building contractor network
  - Support for appliance installations
  - Sugar Hill employees verifying rebate and appliance installations and, work with Gas Authority staff on approving the applications via the web technology.
- Creation of a customized 12-month marketing program:
  - This includes but is not limited to digital, traditional, and local marketing activities.
    - Digital marketing activities include social media, search engine marketing, display advertising, and retargeting tactics

- Traditional media activities include bill inserts, direct mail postcards, newspaper, radio, and billboards
  - Local marketing activities include event sponsorships, chamber of commerce, athletic sponsorships, community events
- Provide comprehensive reporting on:
  - Growth Report
  - Marketing Campaign Reports

Participating Members

Meters (Billing Units)

City of Sugar Hill

12,131

NGC Program Billing Rate:

\$ 3,426 per month

MUNICIPAL GAS AUTHORITY OF GEORGIA

By: Rodney Dill

Name: Rodney Dill

Title: VP Market Development

PARTICIPATING MEMBER:

By: Paul D. Radford

Name: PAUL D. RADFORD

Title: CITY MANAGER

**EXHIBIT B**

MUNICIPAL GAS AUTHORITY OF GEORGIA

CITY OF Sugar Hill NGC REBATE PROGRAM

Program Year 2024

Annual Rebate Program Budget Est \$ 250,000

Monthly Billing Amount (based on rebates issued)

The Gas Authority will add the Monthly Billing Amount to the Participating Member's Gas Supply Invoice each month. The funds will be collected and used exclusively to fund the Participating Member's Rebate Program. The Participating Member may amend the Program Amount at any point throughout the year to ensure an adequate level of funding to support its specific Rebate Program.

2024 Sugar Hill Rebate Schedule:

Tank Water Heater	\$500
Tankless Water Heater	\$500
NG Furnace	\$550
Logs/Grill/Lights	\$200
Range/Stove	\$250
Dryer	\$200
Generator	\$500
Pool Heater	\$500

MUNICIPAL GAS AUTHORITY OF GEORGIA

By: 

Name: Rodney Dill

Title: VP market Development

PARTICIPATING MEMBER:

By: 

Name: Paul D. Ruffolo

Title: City Manager