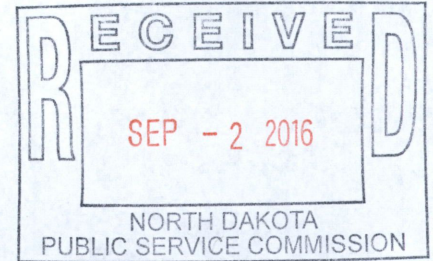


**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

CASE NO GS-15-723

CONSENT AGREEMENT



On July 19, 2016 a consent agreement was signed by the City of Granville's Mayor Corey Long. Within this agreement the City of Granville submitted to abide by the terms set forth to meet compliance for safe operation and maintenance of Granville's LPG distribution system and have a qualified individual to perform said tasks by completing immediate corrective action by September 1, 2016,

This is formal notification that the actions specified in the Agreement, Section II: Work to be Performed, have been completed in entirety as follows:

1. The Operator Qualification Program was updated August 1, 2016 and again on August 31, 2016 to include all regulatory requirements mandated for the operation of the system. This includes changes made in conjunction with the PSC OQ audit held April 26, 2016 along with revisions needed to mandatory task requirements and course interval alignments. See Exhibit #1 (Letters providing explanation of the modifications and the City of Granville's Operator Qualification Program).
2. Granville's primary Operator, Paul Blodgett, became fully qualified with all certifications completed to perform the required covered tasks effective August 29th 2016. See Exhibit #2 (Paul Blodgett's Operator Qualification Task List). When the agreement was originally signed, the City promptly arranged for Vaporization training which was held in Seattle, Washington. Online course training, testing, and evaluator sign-off certification simulation was performed for the other outstanding certifications.
3. In the event the primary Operator, Paul Blodgett, cannot perform Vaporization tasks, the City of Granville has employed Karlain Olstad who also attended Vaporization training in Seattle Washington to become certified for the vaporization duties. See Exhibit #3 (Karlain Olstad's Operator Qualification Task List).
4. In the event the primary Operator, Paul Blodgett, cannot perform the system's tasks excluding vaporization, the City of Granville has established


an annual Service Agreement with Sub-Site Technologies LLC. Provisions within this agreement recite that the contractor agrees to employ persons qualified to perform tasks included on the City's OQ Task List on a non-exclusive, as needed basis. See Exhibit #4 (Sub-Site Service Agreement with Peter Kowalczyk's Evaluator Certificate and Harry Hughes Operator Qualification Task List)

5. Further ensuring that all tasks will be covered in any event, the City of Granville established yet another annual Service Agreement with B&H Utility Services, Inc. Provisions within this agreement provide that the contractor agrees to employ persons qualified to perform tasks included on the City's OQ Task List but are limited to highlighted items they are willing to perform due to employment restrictions. See Exhibit #5 (B&H Utilities Service Agreement with Jeff Haugen's Operator Qualification Task List).
6. Proof of all certifications and a defined task manual can be further provided upon request.

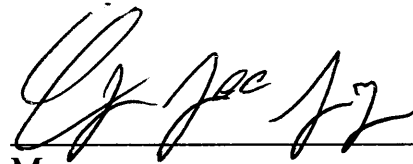
CONCLUSION

The City recognizes that deficiencies were found in the past for outdated maintenance duties, plan updates, and certified personnel availability to cover all circumstances involved to properly sustain the integrity and safe operation of its propane supply system. However, the City believes it has taken reasonable steps to restructure and reinforce the foundation needed for qualified coverage to be available at all times, in all situations, and in all circumstances to continue effective operation. Furthermore, the City feels it has made proper investment over the past 2 consecutive years by enhancing the system with upgrades on the distribution line, making improvements to the plant, and subcontracting resources needed to ensure all regulatory compliance is met. In short, the City requests continuation of its LPG operation as corrective actions have been executed within the allotted timeframe and supporting documentation is being supplied to confirm this testament.

ATTEST:



City Auditor



Mayor

8-31-2016
Date

8-31-2016
Date

CITY OF GRANVILLE
PO BOX 39
GRANVILLE ND 58741
701-728-6369
email: granville@srt.com

August 1, 2016

The City of Granville's Operator Qualifications program has been recently updated upon result of Public Service Commission audit specifications provided on April 26, 2016. This notice is to provide confirmation of the information that was updated to meet the mandated regulations set forth for the City of Granville's Propane Distribution System.

1. The Original Plan Effective Date was added as 4/27/2001 as an archived blank task list had this date listed which complies with the date required by the Public Service Commission.
2. Section 3.4 covering Evaluation was updated to eliminate Work Performance history review as an option to determine an individual's ability to perform a covered task. It was also revised to state that Observations of Performance on the Job and (instead of or) Oral examination and Simulations are forms of assessment.
3. Section 6 (2) was updated to state that City Management is responsible to Assess the program's requirements for individuals who perform covered tasks and 6 (4) was added to state that management can suspend individual qualifications as defined under Section 9.
4. Section 7.1 was adjusted to state that subject matter experts may (instead of will) assist as necessary to identify covered tasks and abnormal operating conditions.
5. Section 7.4 was changed to eliminate Work performance history review as an option for evaluation making 4 options available instead of 5 options. It also was revised to simply list other forms of assessment as an evaluation method instead of as approved by the Gas Distribution Department and Utilization Department. The Note: Work Performance history review is only acceptable as a sole evaluation method for individuals who meet the transitional qualified criteria.
6. Section 8 .0 Incident Review was updated to insert that in case of an incident, the Distribution System Operator shall review the performance, as it relates to covered tasks, of individuals involved.
7. Section 9.0 and 10.0 were revised to indicate that City Management will suspend an individual's qualifications and may reinstate them under certain conditions listed in those sections.
8. Section 12.0 was expanded to clarify and explain reasoning behind intervals set to match each task listed on the City's Task List.
9. The Blank Task list and courses for each task were aligned with the Midwest Energy Program and correlated with expiration intervals for each certificate.

If anyone has any questions or concerns, please contact the City Hall office at 701-728-6369.

Thank You,


Anita Trana
Granville City Auditor

Exhibit
1

**CITY OF GRANVILLE
PO BOX 39
GRANVILLE ND 58741
701-728-6369
email: granville@srt.com**

August 31, 2016

The City of Granville's Operator Qualifications program has been further updated in completion to provide implementation of reference for Detached Appendices. These Appendices disclose task requirement changes as well as define the tasks mandated and set forth for the operation of the City of Granville's Propane Distribution System.

1. The detached Appendix A, Blank OQ Task List, was reviewed and includes the following revisions:
 - Task #7. Proper Fire-fighting techniques was declared a performed task instead of a required task as it does not meet the 4 Part Test. Techniques for firefighting are beneficial but not actually required as the local Fire District will be called upon in case of incidents involving fire control.
 - The Task previously listed as #21. Excavation and Shoring Safety was combined with Task #40. Excavation, Backhoe, and Shoring Safety.
 - The Task previously listed as #35. updated to #34. Reinforcing Steel and Plastic Mains not applicable to the System Operator and Contractors was declared a performed task instead of a required task as it does not meet the 4 Part Test. Reinforcement would only become a required task at a time when a thrustblock would be needed during pipe installation.
 - The Task previously listed as #37. updated to #36. was renamed from Inspecting and Maintaining Valves to Valve Inspection & Maintenance.
 - Task previously listed as #39. updated to #38 System Uprating was declared a task that is not applicable to the system as it does not meet the 4 Part Test. Uprating would only become a required task at a time when expansion or development would be declared within the City and would require a change in system rating classification.

Thank You,



Anita Trana
Granville City Auditor

CITY OF GRANVILLE

OPERATOR QUALIFICATION PROGRAM

ORIGINAL PLAN: EFFECTIVE APRIL 27, 2001

1.0 Introduction

In accordance with 49 CFR Part 192 Subpart N this plan establishes the minimum requirements for the qualification of individuals performing identified covered tasks while operating and maintaining pipeline facilities.

2.0 Scope

This Operator Qualification Plan outlines the requirements for evaluating the qualifications of individuals performing certain covered operation and maintenance tasks **The City of Granville**. (hereinafter referred to as the "City") propane vapor distribution pipeline systems and facilities (hereinafter referred to as "facility" and/or "pipeline").

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DETACHED APPENDIX-(A) Blank OQ Task List

3.0 **Definitions**

3.1 ***Abnormal Operating Condition*** – A condition identified by the City that may indicate a malfunction of a component or a deviation from normal operations which may:

- (1) Indicate a condition exceeding design limits, or
- (2) Result in a hazard(s) to persons, property or the environment.

3.2 ***Covered Task*** – An operation or maintenance task identified by the City that is performed on a pipeline facility, affects the operation or integrity of the pipeline and is required by CFR 49 Part 192.

3.3 ***Direct Supervision*** – Observing the performance of an unqualified individual performing a covered task and being close enough to intervene should the individual begin to make an operator error that may result in a hazardous condition.

3.4 ***Evaluation*** – a process, established and documented by the operator, to determine an individual's ability to perform a covered task by any of the following:

- (1) Written examination
- (2) Oral examination
- (3) Observation during:
 - (a) Performance on-the-job, and
 - (b) Oral examination
 - (c) Simulations
- (4) Other forms of assessment

3.5 ***Incident*** – An incident is defined as:

- (1) An event that involves a release of gas from a pipeline and
 - (a) A death, or personal injury necessitating in-patient hospitalization;
or
 - (b) Estimated property damage, including cost of gas lost, of the operator or others, or both, of \$50,000 or more.
- (2) An event that is significant, in the judgment of the City, even though it did not meet the criteria of the above paragraph.

4.0 Covered Tasks

The City conducted a job task analysis of activities performed on its Pipeline Facilities. It then applied the following four-part test (as set forth in 49 CFR Subpart N) to each of the identified activities to determine which activities were Covered Tasks:

- (1) Is the task performed on a pipeline facility?
- (2) Is the task an operations or maintenance task?
- (3) Is the task performed as a requirement of 49 CFR Part 192?
- (4) Does the task affect the operation or integrity of the pipeline?

Appended to this Plan as Exhibit A is the list of Covered Tasks.

5.0 Phases of Qualification

5.1 *Transitional Qualification* – The transitional qualification period is the time between the effective date of the Operator Qualification Rule (October 28, 1999) and the three-year mandatory compliance date (October 28, 2002). During this time period, work performance history review may be used as a sole evaluation method. The review shall include the following:

- (1) Verification that the individual's work performance history contain no indications of substandard work or involvement in an incident, as defined in Section 3 caused by an error in performing a covered task.
- (2) Verification that the individual has successfully performed the covered task on a regular basis prior to the effective date of August 27, 1999.

5.2 *Initial* – Qualification, at any time, of individuals who were not performing a covered task on a regular basis before the effective date of the Operator Qualification rule.

5.3 *Subsequent* – Evaluation of an individual's qualification, after transitional or initial qualification, at the interval established by the City as identified in Exhibit A.

5.4 *Qualified* – An individual that has been evaluated can:

- (1) Perform assigned covered task(s), and
- (2) Recognize and react to abnormal operating conditions.

6.0 Responsibilities

City Management is responsible to:

- (1) Approve this qualification program and subsequent revisions.
- (2) Assess the program's requirements for individuals who perform covered tasks.
- (3) Assign only qualified individuals to perform covered tasks, or to direct and observe non-qualified individuals.
- (4) Suspend individual qualification as defined under Section 9.

NOTE: The Job Classification list is prepared as a guide to management. Local supervision has the authority to modify the Task List in accordance with the individual's responsibilities.

The Distribution System Operator is responsible to:

- (1) Develop and maintain the written Operator Qualification Program and procedures necessary for implementation.
- (2) Coordinate the identification of covered tasks and abnormal operating conditions,.
- (3) Coordinate the qualification of individuals and subsequent evaluation of qualified individuals.
- (4) Provide, acquire and coordinate training that supports qualification, based on identified needs.
- (5) Maintain qualification records.
- (6) Monitor the qualification process to assure it is effective and that individuals are qualified to perform identified covered tasks.

7.0 Plan

7.1 *Identification and Definition of Covered Tasks:*

The Distribution System Operator has the responsibility to develop the list of covered tasks. **Exhibit A of this plan.** The Operator's required list of tasks are defined thoroughly within the Operation and Maintenance Plan including proper procedures for recognizing and reacting to abnormal operating conditions.

The Distribution System Operator will coordinate the evaluation of each covered task to identify potential abnormal operating conditions associated with each covered task. Subject matter experts may assist as necessary to identify covered tasks and abnormal operating conditions.

When changes affect a covered task and associated abnormal operating conditions, there will be a review and any necessary changes made to the appropriate training and covered task list. The Distribution System Operator will coordinate a periodic review of the covered task list with the City Manager and his/her designee.

7.2 *Performance of Covered Tasks:*

City management will assure that:

- (1) Only qualified individuals are assigned to perform covered tasks, or to direct and observe non-qualified individuals.
- (2) Individuals in the process of becoming qualified or non-qualified individuals who are performing a covered task are directed and observed by a qualified individual.

NOTE: The installment of provision (2) is to ensure that non-qualified individuals performing covered tasks are subject to close observation by a qualified individual. Ultimately, the qualified individual is responsible for the performance of the covered task. The ratio of non-qualified individuals to qualified individuals should be kept to a minimum.

- (3) The performance of qualified individuals is periodically monitored.
- (4) Individuals are identified for evaluation, if there is concern that any individual(s) are no longer qualified to perform a covered task.

7.3 Evaluation:

The evaluation of an individual's ability to perform covered tasks will include a documented process appropriate to the covered task. The evaluation of qualifications will include an individual's ability to:

- (1) Perform assigned covered tasks
- (2) Recognize and react to abnormal operating conditions.
- (3) Direct and observe unqualified individuals.

7.4 Evaluation Methods:

The evaluation method chosen for any specific Covered Task will include one or more of the following:

- (1) Written examination
- (2) Oral examination
- (3) Observation during:
 - (a) Performance on-the-job, or
 - (b) On-the-job training, or
 - (c) Simulation
- (4) Other forms of assessment.

The Distribution System Operator will develop and maintain the evaluation criteria.

*Amended to read as:

"The Distribution System Operator will develop and maintain the evaluation criteria. Only knowledgeable individuals will perform evaluations."

7.5 Evaluator Criteria:

Persons with responsibility for evaluating an individual's qualifications to perform Covered Tasks will have the required knowledge, through training or experience, to ascertain that individual's ability to:

- (1) Perform covered tasks; and
- (2) Recognize and react to abnormal operating conditions that might surface while performing those tasks.

8.0 Incident Review

In case of an incident, the Distribution System Operator shall review the performance, as it relates to covered tasks, of individuals involved. If an individual's performance of covered tasks contributed to the incident, the individual will no longer be qualified to perform that covered task. This suspension will not preclude the individual from performing other covered tasks as qualified.

9.0 Qualification Suspension

City Management will suspend an individual's qualifications for such items as:

- (1) Willful or repeated failure to perform covered tasks in accordance with established policies or procedures.
- (2) Physical impairment that prevents the individual from performing covered tasks with reasonable accommodation as required by the American's With Disabilities Act.
- (3) When an individual's performance of a covered task contributed to an incident,
- (4) Violation of City policy regarding substance abuse.
- (5) When there is reason to believe an individual is no longer qualified to perform a covered task.
- (6) When the individual no longer performs the covered task.

10.0 Qualification Reinstatement

City management may reinstate an individual's qualification when:

- (1) When management has determined and documented the reason why the suspension no longer applies, and
- (2) The individual demonstrates the ability to perform the covered tasks(s) consistent with the evaluation criteria.

11.0 Changes Affecting Covered Tasks

The Distribution System Operator shall review changes in regulations, policies, procedures, equipment or techniques utilized to perform Covered Tasks including:

- (1) Determining the impact on an individual's qualification to perform a covered task, and
- (2) Determining the requirement to reevaluate an individual, and

- (3) Determining if the evaluation process and methods, or evaluations require modification.

After completing this review, the Distribution System Operator will make appropriate revisions to its covered task-training program. As a minimum, the Distribution System Operator shall communicate, by appropriate methods, to individuals affected by the revision, before implementing them.

12.0 Qualification Evaluation and Reevaluation Intervals

The City will apply the following criteria to each Covered Task to determine the appropriate subsequent qualification reevaluation interval applied to that task:

- (1) Repetitive nature: Certain tasks are performed more regularly than others.
- (2) Level of risk: Certain tasks hold higher risk levels against determining the integrity and ensuring the safety of the system.
- (3) Complexity: Certain tasks are more complicated than others.
- (4) Existence of checks and balances, such as:
 - (a) Checklists: written procedures, surveys, and reports of action kept on file.
 - (b) Follow-up actions: Repairs performed and recorded according to findings.
 - (c) Audits: Performed by the Public Service Commission or covered by annually reviewing the plan.
- (5) Statutory requirements: Requirements of certificate expiration intervals set by the the certifying agency.

Exhibit A contains a list of qualification and/or evaluation intervals. Re-qualification intervals refer to calendar years. In accordance with Part 192, the reevaluation interval shall begin on October 28, 2002.

13.0 Record Keeping Methods:

The Distribution System Operator will maintain records demonstrating an individual's qualification to perform a Covered Task, at a central location, using one or more of the following methods:

- Electronic qualification results
- Hard copy of qualification results
- Other appropriate methods

These records will contain the Covered Task, name of evaluator, method(s) of evaluation, individual being qualified and date when qualification was completed. These records will contain information on all qualifications for the last five years and include records for individuals that performed Covered Tasks over the last five years.

14.0 Contractors:

Contract personnel performing Covered Tasks will comply with the Operator Qualification Rule. All applicable contracts shall include this requirement. Contract personnel qualified to perform covered tasks in accordance with the Midwest Energy Association's "Qualified for one, Qualified for all" program, fulfill this requirement. Alternatively, the City may qualify contract personnel to perform covered tasks in accordance with this plan. Contractors may also provide their own Operator Qualification plan for City approval and the City will make random spot checks for compliance. Qualification plans must include provisions for the communication of those circumstances where in the individual would need to recognize and react to abnormal operating conditions (as defined in Part 192.803) during the performance of the Covered Task. Individuals must qualify to recognize and react to abnormal operating conditions before performing any Covered Task.

Persons not qualified in accordance with this plan may perform covered tasks only if they are directed and observed by an individual that is qualified.

15.0 Management of Other Entities Performing Covered Tasks:

Verify that other entities that perform covered task(s) on behalf of the City are addressed under the operator's OQ program and that individual from such other entities performing covered tasks on behalf of the City are evaluated and qualified consistent with the City's program.

16.0 Planning for Mergers or Acquisitions

In case of merger or acquisition of City's Plant and/or Distribution System, the City would still require OQ qualification, evaluations, and performance of covered tasks during the merger with or acquisition of other entities.

17.0 Changes to the Operator Qualification Program

Changes made within the Operator Qualifications Program will require:

1. A written letter mailed describing the details of changes to all personnel and/or contractors which provide continuing service to the City.
2. All changes to the program will be accepted by resolution of the City Governing Board with Mayor's signature of acknowledgment completed and filed.

3. All affected personal will be made aware of changes made within the plan and are required to provide documented sign-off.
4. All **Significant** changes to be filed with the North Dakota Public Service Commission for review of compliance.

CITY OF GRANVILLE
SIGNATURE ACKNOWLEDGMENT FORM

I acknowledge that I have received a copy of the City of Granville's Propane Operator Qualification Program and that I have read and understand its provisions and updates.

I understand that this manual describes important information regarding the reactions required in the case of a Propane related emergency and the regulated rules that need to be followed according to federal guidelines set for safety purposes.

SIGNATURE

DATE

NAME (TYPED OR PRINTED)

City of Granville

Propane System Operator Qualification Program

Annual Review-Plan requirement requires program review once each calendar year not to exceed 15 months to determine effectiveness of program.

This plan has been reviewed and appropriate changes made:

Month/Day	Name	Sign-off Signatures Required	Date
05/20/15	*Anita Trana-Added section 15, 16, and 17	Reviewer: _____	_____
2015 8/11/15	*Anita Trana-Added section 17.3, edited 7.1 and sign-off sheet	Mayor: _____ Personnel: _____	_____
2016 04/26/16	*Updates per PSC audit	Reviewer: _____	_____
7/29/16	*Added original plan date, explained section 12.0, and aligned MEA intervals and courses.	Mayor: _____ Personnel: _____	_____
8/30/2016	*Appendix revisions	Reviewer: _____ Mayor: _____ Personnel: _____	_____
2017			
2018			
2019			
2020			

APPENDIX A BLANK OQ TASK LIST

Number	Covered Task Job classifications do not require qualification in all tasks listed. Employees need only be qualified in the tasks they perform.	Propane Distribution Standards	Training Methods (may include one or more of the following)		Four Part Test				Covered Task	Code Section	Job Classification and Re-evaluation frequency (years)			Evaluation Methods		
			ETN Module	Other (Seminars, Service, School, etc.	Performed on Pipeline	Operation or Maintenance Task	Required by 192	Affects Operation or Integrity of Pipeline			Propane System Operator	Contractors	Initial or Subsequent Frequency	Train and Test	Retest-in accordance with testing company	On The Job Training
1.	COMMON (all employees)															
1	Vaporization Plant Operations (Propane System Operator will attend every year if availability permits)			NPGA	YES	YES	YES	YES	YES			3				
1A	Operating and Maintaining Direct fired LP Gas Vaporizers			NPGA	YES	YES	YES	YES	YES			3				
1B	Emergency Shutdown of Supply Tank			NPGA	YES	YES	YES	YES	YES			3				
2	Characteristics and Hazards of Propane			NPGA	YES	YES	YES	YES	YES			3				
3	Potential Ignition Sources: Indoor and Outdoor		102	X	YES	YES	YES	YES	YES		0.751	3				
4	Recognizing Emergency Conditions		103	X	YES	YES	YES	YES	YES		.605(d), .615	3				
5	Recognizing and Reporting Propane Gas Leaks		104	X	YES	YES	YES	YES	YES		.605(d), .615	3				

*On the Job Training being the best method used for Evaluation

APPENDIX A BLANK OQ TASK LIST

Number	Covered Task Job classifications do not require qualification in all tasks listed. Employees need only be qualified in the tasks they perform.	Training Methods (may include one or more of the following)		Four Part Test				Covered Task	Code Section 192	Job Classification and Re-evaluation frequency (years)			Evaluation Methods		
		ETN Module	Other (Seminars, Service, School, etc.	Performed on Pipeline	Operation or Maintenance Task	Required by 192	Affects Operation or Integrity of Pipeline			Propane System Operator	Contractors	Initial or Subsequent Frequency	Train and Test	Retest-in accordance with testing company	On The Job Training
II. FIELD SAFETY															
6	Personal Protective Equipment	111	X	YES	YES	YES	YES	YES	0.605	5	5				
7	Proper Fire-fighting Techniques	122	X	YES	NO	YES	YES	YES	.605, .615	N/A	N/A				
8	Controlling the Accidental Release of Gas	131	X	YES	YES	YES	YES	YES	.605(b)(9)	3	3				
9	Recognizing Unsafe Meter Sets	211	X	YES	YES	YES	YES	YES	.353, .355, .357, .359, .605 (d)	5	5				
IIII LEAK SURVEY AND RESPONSE															
10	Leak Classification	221	X	YES	YES	YES	YES	YES	.605, .706, .723	4	4				
11	Operating the Combustible Gas Indicator	231	X	YES	YES	YES	YES	YES	.605, .706, .723	4	4				

*On the Job Training being the best method used for Evaluation

APPENDIX A BLANK OQ TASK LIST

Number	Covered Task Job classifications do not require qualification in all tasks listed. Employees need only be qualified in the tasks they perform.	Propane Distribution Standards	Training Methods (may include one or more of the following)		Four Part Test				Covered Task	Code Section 192	Job Classification and Re-evaluation frequency (years)			Evaluation Methods		
			ETN Module	Other (Seminars, Service, School, etc.)	Performed on Pipeline	Operation or Maintenance Task	Required by 192	Affects Operation or Integrity of Pipeline			Propane System Operator	Contractors	Initial or Subsequent Frequency	Train and Test	Retest-in accordance with testing company	On The Job Training
12	Emergency Response and Restoration of Service		244	X	YES	YES	YES	YES	YES	.605, .615	3	3				
13	Leak Surveys and Patrols		271	X	YES	YES	YES	YES	YES	.705, .706, .721, .723	3	3				
IV.	CUSTOMER SERVICE															
14	Customer Leak Investigation		272	X	YES	YES	YES	YES	YES	.615 (A)(3)(1)	4	4				
15	Pressure Checks to Establish Gas Service		321	X	YES	YES	YES	YES	YES	.195, .197, .725	3	3				
16	Establishing and Disconnecting Gas		322	X	YES	YES	YES	YES	YES	.615 (A)(9), .357, .727	5	5				

*On the Job Training being the best method used for Evaluation

APPENDIX A BLANK OQ TASK LIST

Number	Covered Task Job classifications do not require qualification in all tasks listed. Employees need only be qualified in the tasks they perform.	Propane Distribution Standards	Training Methods (may include one or more of the following)	Four Part Test				Covered Task	Code Section 192	Job Classification and Re-evaluation frequency (years)			Evaluation Methods		
				FTN Module	Other (Seminars, Service, School, etc.)	Performed on Pipeline	Operation or Maintenance Task			Required by 192	Affects Operation or Integrity of Pipeline	Propane System Operator	Contractors	Initial or Subsequent Frequency	Train and Test
V. CONSTRUCTION AND MAINTENANCE															
17	Atmospheric Corrosion		202	X	YES	YES	YES	YES	YES	.479, .481	5	5			
18	Odorization		251	X	YES	YES	YES	YES	YES	0.625	4	4			
19	Bar Hole Testing and Purging		261	X	YES	YES	YES	YES	YES	.706, .723	3	3			
20	Locating and Marking Facilities		402	X	YES	YES	YES	YES	YES	.614, .707	5	5			
21	Plastic Pipe Fusion		411	X	YES	YES	YES	YES	YES	Subpart F	1	1			
22	Plastic Pipe Repair (Permasert Couplings)		444	X	YES	YES	YES	YES	YES	Subpart F	1	1			
23	Fusion Qualification (Permasert Couplings)			X	YES	YES	YES	YES	YES	Subpart F	1	1			
24	Joining Steel Pipe		412	X	YES	YES	YES	YES	YES	Subpart D, E	3	3			
25	Welding Qualification			X	YES	YES	YES	YES	YES	Subpart E		1			

*On the Job Training being the best method used for Evaluation

APPENDIX A BLANK OQ TASK LIST

Number	Covered Task Job classifications do not require qualification in all tasks listed. Employees need only be qualified in the tasks they perform.	Propane Distribution Standards	Training Methods (may include one or more of the following)		Four Part Test				Covered Task	Code Section 192	Job Classification and Re-evaluation frequency (years)			Evaluation Methods		
			ETN Module	Other (Seminars, Service, School, etc.	Performed on Pipeline	Operation or Maintenance Task	Required by 192	Affects Operation or Integrity of Pipeline			Propane System Operator	Contractors	Initial or Subsequent Frequency	Train and Test	Retest-in accordance with testing company	On The Job Training
26	Steel Repair Fittings		461	X	YES	YES	YES	YES	YES	Subpart D, E	3	3				
27	Maintaining Steel Mains		462	X	YES	YES	YES	YES	YES	Subpart M	3	3				
28	Pressure Testing Steel and Plastic Pipelines		421	X	YES	YES	YES	YES	YES	.725 Subpart J	3	3				
29	Purging Safety		422	X	YES	YES	YES	YES	YES	0.629	3	3				
30	Cathodic Protection		431	X	YES	YES	YES	YES	YES	Subpart I	4	4				
31	Tapping/Stopping: 1.25" through 4" Pipe (Permasert)		441	X	YES	YES	YES	YES	YES	0.627	3	3				
32	Installing Mains		451	X	YES	YES	YES	YES	YES	.627 Subpart G	3	3				
33	Installing Service		452	X	YES	YES	YES	YES	YES	.321 Subpart H	5	5				

*On the Job Training being the best method used for Evaluation

APPENDIX A BLANK OQ TASK LIST

Number	Covered Task Job classifications do not require qualification in all tasks listed. Employees need only be qualified in the tasks they perform.	Propane Distribution Standards	Training Methods (may include one or more of the following)		Four Part Test				Covered Task	Code Section 192	Job Classification and Re-evaluation frequency (years)			Evaluation Methods		
			ETN Module	Other (Seminars, Service, School, etc.	Performed on Pipeline	Operation or Maintenance Task	Required by 192	Affects Operation or Integrity of Pipeline			Propane System Operator	Contractors	Initial or Subsequent Frequency	Train and Test	Retest-in accordance with testing company	On The Job Training
34	Reinforcing Steel and Plastic Mains		X		YES	NO	YES	YES	YES	Subpart G	N/A	N/A				
35	Abandoning Facilities		X		YES	YES	YES	YES	YES	0.727	5	5				
36	Valve Inspection & Maintenance		X		YES	YES	YES	YES	YES	.745, .747	5	5				
37	Inspecting Pressure Regulating and Limiting Stations		X		YES	YES	YES	YES	YES	.739, .741, .743	3	3				
38	System Upgrading		X		YES	NO	YES	YES	YES	Subpart K	N/A	N/A				
39	Job Site Protection		S		NO	YES	NO	NO	NO	605	4	4				
40	Excavation, Backhoe, and Shoring Safety		S		YES	NO	NO	NO	NO	0.605	3	3				

*On the Job Training being the best method used for Evaluation

PAUL BLODGETT'S OPERATOR QUALIFICATION TASK LIST

I. COMMON (all employees)	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Recert Yrs	Company	Course
1 Vaporization Plant Operations	5/11/2015	6/16/2015					3	PERC/CTEP	Vapor Dist Systems
1A Operating and Maintaining Direct fired LP Gas Vaporizers	8/9-8/11 2016	8/11/2016					3	ALGAS	Propane Safety Training
1B Emergency Shutdown of Supply Tank	11/12/2014	6/16/2015					3	NPGA/CTEP	Basic Plant Operations
2 Characteristics and Hazards of Propane	8/25/2014	6/16/2015					3	NPGA/CTEP	Basic Practices and principles
3 Potential Ignition Sources: Indoor and Outdoor	8/25/2014	6/16/2015					3	NPGA/CTEP	Basic Practices and principles
4 Recognizing Emergency Conditions	8/25/2014	6/16/2015					3	NPGA/CTEP	Basic Practices and principles
5 Recognizing and Reporting Propane Gas Leaks	8/25/2014	6/16/2015					3	NPGA/CTEP	Basic Practices and principles
II. FIELD SAFETY	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Recert Yrs	Company	Course
6 Personal Protective Equipment	8/25/2014	6/16/2015					5	NPGA/CTEP	Basic Practices and principles
7 Proper Fire-fighting Techniques	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 Controlling the Accidental Release of Gas	8/4/2016, 9/24/2015	8/4/2016, 12/14/2015					3	MEA/EnergyU	192-1436, 192-0702
9 Recognizing Unsafe Meter Sets	9/24/2015	12/14/2015					5	MEA/EnergyU	192-0701
III. LEAK SURVEY AND RESPONSE	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Recert Yrs	Company	Course
10 Leak Classification	9/25/2015	12/14/2015					4	MEA/EnergyU	192-1202
11 Operating the Combustible Gas Indicator	9/25/2015	12/14/2015					4	MEA/EnergyU	192-1202
12 Emergency Response and Restoration of Service	8/28/2014	6/16/2015					3	PERC/CTEP	Office Personal Training
13 Leak Surveys and Patrols	11/18/2015	11/19/2015					3	NPGA/CTEP	Gas Check Seminar

Exhibit
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IV. CUSTOMER SERVICE	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Recert Yrs	Company	Course
14 Customer Leak Investigation	5/11/2015	6/16/2015							4	PERC/CTEP	Vapor Dist Systems
15 Pressure Checks to Establish Gas Service	5/11/2015	6/16/2015							3	PERC/CTEP	Vapor Dist Systems
16 Establishing and Disconnecting Gas	5/11/2015	6/16/2015							5	PERC/CTEP	Vapor Dist Systems
V CONSTRUCTION and MAINTENANCE	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Recert Yrs	Company	Course
17 Atmospheric Corrosion	8/5/2016	8/24/2016							5	MEA/EnergyU	192-0401
18 Odorization	5/11/2015	6/16/2015							4	PERC/CTEP	Vapor Dist Systems
19 Bar Hole Testing and Purging	5/11/2015	6/16/2015							3	PERC/CTEP	Vapor Dist Systems
20 Locating and Marking Facilities	12/8/2015	12/14/2015							5	MEA/EnergyU	192-0801
21 Plastic Pipe Fusion (Permasert Couplings)	7/28/2016	8/29/2016							1	MEA/EnergyU	192-1002, 192-1003, 192-1004
22 Plastic Pipe Repair (Permasert Couplings)	7/29/2016	8/29/2016							1	MEA/EnergyU	192-1005
23 Fusion Qualification (Permasert Couplings)	7/28/2016	8/29/2016							1	MEA/EnergyU	192-1002
24 Joining Steel Pipe	5/11/2015	6/16/2015							3	PERC/CTEP	Vapor Dist Systems
25 Welding Qualification	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
26 Steel Repair Fittings	5/11/2015	6/16/2015							3	PERC/CTEP	Vapor Dist Systems
27 Maintaining Steel Mains	12/8/2015	12/14/2015							3	MEA/EnergyU	192-1421
28 Pressure Testing Steel and Plastic Pipelines	5/11/2015	6/16/2015							3	PERC/CTEP	Vapor Dist Systems
29 Purging Safety	5/11/2015	6/16/2015							3	PERC/CTEP	Vapor Dist Systems
30 Cathodic Protection	8/28/2014	6/16/2015							4	PERC/CTEP/NACE	Basic Practices and principles
31 Tapping/Stopping: 1.25" through 4" Pipe (Permasert)	8/5/2016	8/24/2016							3	MEA/EnergyU	192-1426
32 Installing Mains	8/2/2016	8/24/2016							3	MEA/EnergyU	192-1408, 192-1409
33 Installing Service	5/11/2015	6/16/2015							5	PERC/CTEP	Vapor Dist Systems
34 Reinforcing Steel and Plastic Mains N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
35 Abandoning Facilities	7/29/2016	8/24/2016							5	MEA/EnergyU	192-1401

V	CONSTRUCTION and MAINTENANCE	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Recert Yrs	Company	Course
36	Valve Inspection & Maintenance	8/25/2014, 12/9/2015	6/16/2015, 12/14/2015							5	PERC/CTEP, MEA/EnergyU	Basic Practices and principles, 192.1427
37	Inspecting Pressure Regulating and Limiting Stations	9/24/2015	12/14/2015							3	MEA/EnergyU	192-1803
38	System Uprating (N/A)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
39	Job Site Protection	5/11/2015	6/16/2015							4	PERC/CTEP	Vapor Dist Systems
40	Excavation, Backhoe, and Shoring Safety	5/11/2015	6/16/2015							3	PERC/CTEP	Vapor Dist Systems

KARLAIN OLSTAD'S OPERATOR QUALIFICATION TASK LIST

I.	COMMON (all employees)	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Recert Yrs	Company	Course
1	Vaporization Plant Operations	8/9-8/11 2016	8/11/2016					3	ALGAS	Propane Safety Training
1A	Operating and Maintaining Direct fired LP Gas Vaporizers	8/9-8/11 2016	8/11/2016					3	ALGAS	Propane Safety Training
1B	Emergency Shutdown of Supply Tank							3	MEA/EnergyU	192-1803, 192-1427, 192-1424
2	Characteristics and Hazards of propane							3	MEA/EnergyU	192-0101
3	Potential Ignition Sources: Indoor and Outdoor							3	MEA/EnergyU	192-2011
4	Recognizing Emergency Conditions							3	MEA/EnergyU	192
5	Recognizing and Reporting propane Gas Leaks							3	MEA/EnergyU	192-1201
II.	FIELD SAFETY	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Recert Yrs	Company	Course
6	Personal Protective Equipment							5	MEA/EnergyU	192-1415.01
7	Proper Fire-fighting Techniques	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8	Controlling the Accidental Release of Gas							3	MEA/EnergyU	192-1436, 192-0702
9	Recognizing Unsafe Meter Sets							5	MEA/EnergyU	192-0701
III.	LEAK SURVEY AND RESPONSE	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Recert Yrs	Company	Course
10	Leak Classification							4	MEA/EnergyU	192-1202
11	Operating the Combustible Gas Indicator							4	MEA/EnergyU	192-1202
12	Emergency Response and Restoration of Service							3	MEA/EnergyU	192, 192-0101, 192-1436, 192-1414
13	Leak Surveys and Patrols							3	MEA/EnergyU	192-1201, 192-0901

Exhibit
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Operator is backup for Vaporization Tasks only

IV. CUSTOMER SERVICE	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Recert Yrs	Company	Course
14 Customer Leak Investigation									4	MEA/EnergyU	192-1202, 192-1203
15 Pressure Checks to Establish Gas Service									3	MEA/EnergyU	192-1301
16 Establishing and Disconnecting Gas									5	MEA/EnergyU	192-0701, 192-1401
V CONSTRUCTION and MAINTENANCE	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Recert Yrs	Company	Course
17 Atmospheric Corrosion									5	MEA/EnergyU	192-0401
18 Odorization									4	MEA/EnergyU	192-1501
19 Bar Hole Testing and Purging									3	MEA/EnergyU	192-1201
20 Locating and Marking Facilities									5	MEA/EnergyU	192-0801
21 Plastic Pipe Fusion									1	MEA/EnergyU	192-1002, 192-1003, 192-1004
22 Plastic Pipe Repair (Permasert Couplings)									1	MEA/EnergyU	192-1005
23 Fusion Qualification (Permasert Couplings)									1	MEA/EnergyU	192-1002
24 Joining Steel Pipe									3	MEA/EnergyU	192-1409
25 Welding Qualification	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
26 Steel Repair Fittings									3	MEA/EnergyU	192-1409
27 Maintaining Steel Mains									3	MEA/EnergyU	192 1421
28 Pressure Testing Steel and Plastic Pipelines									3	MEA/EnergyU	192-1301
29 Purging Safety									3	MEA/EnergyU	192-1418
30 Cathodic Protection									4	MEA/EnergyU	192-0501, 192-0505
31 Tapping/Stopping: 1.25" through 4" Pipe (Permasert)									3	MEA/EnergyU	192-1426
32 Installing Mains									3	MEA/EnergyU	192-1408, 192-1409
33 Installing Service									5	MEA/EnergyU	192-2010
34 Reinforcing Steel and Plastic Mains N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
35 Abandoning Facilities									5	MEA/EnergyU	192-1401

V	CONSTRUCTION and MAINTENANCE	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Recent Yrs	Company	Course
36	Valve Inspection & Maintenance									5	MEA/EnergyU	192-1427
37	Inspecting Pressure Regulating and Limiting Stations									3	MEA/EnergyU	192-1803
38	System Uprating (N/A)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
39	Job Site Protection									4	MEA/EnergyU	192-1405, 192-0804
40	Excavation, Backhoe, and Shoring Safety									3	MEA/EnergyU	192-1402

Operator is backup for Vaporization Tasks only

SERVICE AGREEMENT

This Agreement is entered into effective June 28, 2016 by and between the City of Granville, North Dakota (the City) and Sub-Site Technologies LLC (the Contractor) according to the following terms and conditions:

RECITALS

- A. The City owns and operates a liquefied petroleum gas distribution facility (the System) to supply liquified petroleum to its residents.
- B. The Contractor employs persons qualified to perform certain tasks included on the City's OQ Task List, a copy of which is attached as Exhibit A.
- C. The City is willing to retain Contractor to perform the Services and Contractor is willing to provide qualified employees to perform the Services on a non-exclusive, as-needed basis.

It is, therefore, agreed as follows:

1. **Services.** Contractor will provide maintenance and repair support for the System by performing certain tasks identified in Exhibit A (the "Services") on a non-exclusive, as-needed basis in accordance with applicable federal, state and local regulations. Contractor shall take no action which will cause the System to violate those standards. Contractor will immediately report any potential violation or actual violation of those standards to the City Auditor. Contractor, however, makes no warranty or guarantee that all violations or defects will or can be discovered.
 - 1.1. Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the Services required under this Agreement and will select personnel who are satisfactorily trained, certified and experienced to perform the Services under this Agreement.
 - 1.2. Contractor will provide all necessary tools, equipment and personal protective equipment necessary to perform the Services.
 - 1.3. City will make available to Contractor all drawings, specifications, and manuals in the City's possession that may be required for the efficient and safe performance of the Services by Contractor.

Exhibit
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2. Compensation. Within ten (10) days of performance of Services, Contractor shall prepare and file with the City Auditor reports of all Services provided under this Agreement. Such reports shall:

- include a detailed description of the Services performed, the date(s) of performance and the name(s) of all personnel performing the described Services, and
- identify any expenses for which Contractor requests reimbursement that were incurred in the course of performing the Services and include appropriate documentation of those expenses, and
- be accompanied by any other documentation required by federal, state or local law.

City agrees to pay Contractor, based upon reports filed with the City Auditor as follows:

- City will pay Contractor for Services according to the rate schedule attached as Exhibit B; and
- City will reimburse Contractor for expenses reasonably necessary to Contractor's performance of the Services, *provided* any expense greater than \$500.00 shall have been approved by the City in advance unless in case of emergency.

3. Independent Contractor. Contractor and City both acknowledge and agree that Contractor is an independent contractor - not an employee - and nothing contained in this Agreement will be construed as to create an employee/employer relationship nor a principal/agent relationship between City and Contractor. Contractor shall have no authority to bind or act as agent for the City nor shall Contractor make any claim to do so unless expressly authorized to do so in writing by the City Council.

3.1. Taxes. It is Contractor's obligation to report as income all compensation received from City, at the time it is earned, pursuant to this Agreement. City will not withhold any income or other taxes from the compensation paid to Contractor, and Contractor is responsible for paying Contractor's own income, social security, Medicare, and other applicable taxes. Contractor further agrees that City shall not be obligated to pay any Federal or State income tax, Social Security tax, Unemployment Insurance taxes, workers' compensation insurance premiums, or any similar item on behalf of Contractor, these obligations being the sole responsibility of Contractor.

3.2. Benefits. Contractor expressly acknowledges that, as an independent contractor, neither Contractor nor its employees will be entitled to health, accident, disability, workers'

compensation, unemployment compensation or any other insurance coverage from or through the City nor shall Contractor be entitled to any rights and/or privileges of employees of the City and shall not be considered in any way to be an employee of the City. Contractor and Contractor's employees will not be eligible for, and shall not participate in, any pension, health, benefit, or other fringe benefit plan provided by the City to its employees; nor shall unemployment insurance or workers' compensation insurance be obtained by City to insure Contractor or Contractor's employees. Reclassification of Contractor from independent contractor to employee status by a court or taxing authority will not confer upon Contractor eligibility for any retroactive or prospective City benefits.

4. Indemnification. Contractor shall use reasonable efforts to perform the Services in accordance with applicable federal, state and local standards. Contractor shall indemnify and hold the City harmless from and against any damage, injury, loss, cost, or expense incurred by the City or its employees or any third party arising out of or resulting from the Contractor's negligent performance of Services, except to the extent the damage, injury, loss, cost, or expense is caused by the intentional actions or gross negligence of the City, its employees or agents. Contractor's duty to indemnify and hold the City harmless under this Agreement shall survive the completion, termination or cancellation of this Agreement.

5. Insurance.

5.1. Liability Insurance. Contractor agrees to provide and maintain comprehensive general liability insurance appropriate for the Services being performed and provide protection from claims for bodily injury and property damage that may arise out of or result from Contractor's performance of the Services and its other obligations under this Agreement in an amount not less than One Million Dollars (\$1,000,000.00). Such insurance shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Contractor. Within three (3) days of receipt of any such written notice, Contractor shall provide a copy of the notice to the City. Such insurance must also name the City as an additional insured with respect to the Services performed under this Agreement.

- 5.2. Workforce Safety Insurance.** Contractor shall purchase and maintain workers' compensation and employer's liability insurance for claims under workers' compensation, disability benefits, and other similar employee benefit acts.
- 5.3. Licensed Companies.** All insurance required by this Agreement shall be obtained from insurance companies that are duly licensed or authorized, in the state of North Dakota, to issue insurance policies for the required limits and coverages and with an A.M. Best rating of A or better.
- 5.4. Proof of Insurance.** Contractor shall deliver certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by this Agreement. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements.
- 5.5. No limitation of liability.** The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability nor does the City represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- 6. Notice.** To be effective, any notice under this Agreement must be sent by at least one of the following methods:
- confirmed email,
 - nationally-recognized express delivery service, or
 - certified or registered mail, return receipt requested.
- 6.1. Notice to the Contractor** will be effective if delivered to one of the following addresses:
- email: pete@sub-sitotech.com
 - address: 9206 – 84th Ave. SE, Minot, ND 58701
- Contractor will also designate an authorized representative and provide a phone number at which the representative may be reached in the event services are required.
- 6.2. Notice to the City** will be effective if delivered to one of the following addresses:
- email: granville@srt.com
 - facsimile: 701-728-6333
 - address: PO Box 39, Granville, ND 58741

Any party may unilaterally change any of its authorized addresses upon written notice to the other parties to this Agreement in accordance with the provisions for giving notice contained in this provision.

7. **Assignment.** Contractor may not assign or subcontract any of the Services to another firm without the City's prior, written consent. The City may not assign any of its rights under this Agreement without the Contractor's prior, written consent.
8. **Term.** This Agreement shall remain in effect until June 28, 2017, at which time it will automatically renew for successive periods of one (1) year unless either party gives written notice of termination as provided in this section. Either party may terminate this Agreement by giving the other party at least thirty (30) days advance written notice.
9. **Severability.** If any term or provision of this Agreement is deemed to be invalid or unenforceable, such a determination will not affect any of the remaining terms and provisions. All such remaining terms and provisions will remain in full force and effect.
10. **Amendment.** This Agreement may be amended or modified only with the written consent of both parties.
11. **Ambiguity.** The parties acknowledge they have had the opportunity to have this Agreement reviewed by their respective attorneys, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document shall be operative against either party.
12. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all the parties signed the same document and may be executed by signatures transmitted by facsimile or electronically with such facsimile or electronic executions having the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions or electronic executions or a combination thereof, shall be construed together and shall constitute one and the same agreement. Delivery of signatures by facsimile, .pdf document or other electronic means shall be as effective as delivery of original signatures.
13. **Exhibits.** All Exhibits are incorporated and made part of this Agreement as if fully set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the 26th day of July, 2016.

CONTRACTOR:

SUB-SITE TECHNOLOGIES LLC

BY: Peter P Kowalczyk
Its: President

STATE OF NORTH DAKOTA)

COUNTY OF Ward)

The foregoing instrument was acknowledged before me on July 26, 2016 by Peter P Kowalczyk, President of Sub-Site Technologies, LLC.

TWILA M GANTZER
Notary Public
State of North Dakota
My Commission Expires March 31, 2022

Twila M Gantzer
Notary Public

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CITY:
DAKOTA

CITY OF GRANVILLE, NORTH

Attest

By [Signature]
Corey Long
Its: Mayor

[Signature]
Anita Trana
City Auditor

STATE OF NORTH DAKOTA)
)ss.
COUNTY OF McHenry)

Subscribed and sworn before me this 29th day of July, 2016 by Corey Long, Mayor, and Anita Trana, City Auditor, on behalf of the City of Granville, ND.

[Signature]

RHONDA BRANDT
Notary Public
State of North Dakota
My commission expires Mar 12, 2018

Notary Public
McHenry County, North Dakota
My Commission Expires: March 12, 2018

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EXHIBIT A

(City OQ Task List)

HARRY HUGHES OPERATOR QUALIFICATION TASK LIST

I. COMMON (all employees)	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Recert Yrs	Company	Course
1 Vaporization Plant Operations							3	ALGAS	Propane Safety Training
1A Operating and Maintaining Direct fired LP Gas Vaporizers							3	ALGAS	Propane Safety Training
1B Emergency Shutdown of Supply Tank	8/30/2016, 8/29/2016	8/30/2016, 8/29/2016					3	MEA/EnergyU	192-1803, 192-1427, 192-1424
2 Characteristics and Hazards of Propane	3/17/2015	3/17/2015					3	MEA/EnergyU	192-0101
3 Potential Ignition Sources: Indoor and Outdoor	12/5/2015	12/5/2015					3	MEA/EnergyU	192-2011
4 Recognizing Emergency Conditions	3/18/2015	3/18/2015					3	MEA/EnergyU	192
5 Recognizing and Reporting Propane Gas Leaks	8/17/2016	8/17/2016					3	MEA/EnergyU	192-1201
II. FIELD SAFETY									
6 Personal Protective Equipment	12/5/2015	12/5/2015					5	MEA/EnergyU	192-1415.01
7 Proper Fire-fighting Techniques	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 Controlling the Accidental Release of Gas	8/29/2016, 8/15/2016	8/29/2016, 8/15/2016					3	MEA/EnergyU	192-1436, 192-0702
9 Recognizing Unsafe Meter Sets	8/15/2016	8/15/2016					5	MEA/EnergyU	192-0701
III. LEAK SURVEY AND RESPONSE									
10 Leak Classification	8/17/2016	8/17/2016					4	MEA/EnergyU	192-1202
11 Operating the Combustible Gas Indicator	8/17/2016	8/17/2016					4	MEA/EnergyU	192-1202
12 Emergency Response and Restoration of Service	3/18/2015, 3/17/2015, 8/29/2016, 8/18/2016	3/18/2015, 3/17/2015, 8/29/2016, 8/18/2016					3	MEA/EnergyU	192, 192-0101, 192-1436, 192-1414
13 Leak Surveys and Patrols	8/17/2016, 8/15/16	8/17/2016, 8/15/16					3	MEA/EnergyU	192-1201, 192-0901

IV. CUSTOMER SERVICE	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Recert Yrs	Company	Course
14 Customer Leak Investigation	8/17/2016	8/17/2016							4	MEA/EnergyU	192-1202, 192-1203
15 Pressure Checks to Establish Gas Service	3/17/2015	3/17/2015							3	MEA/EnergyU	192-1301
16 Establishing and Disconnecting Gas	8/15/2016, 8/18/16	8/15/2016, 8/18/16							5	MEA/EnergyU	192-0701, 192-1401
V CONSTRUCTION and MAINTENANCE	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Recert Yrs	Company	Course
17 Atmospheric Corrosion	8/31/2016	8/31/2016							5	MEA/EnergyU	192-0401
18 Odorization	8/29/2016	8/29/2016							4	MEA/EnergyU	192-1501
19 Bar Hole Testing and Purging	8/17/2016	8/17/2016							3	MEA/EnergyU	192-1201
20 Locating and Marking Facilities	8/15/2016	8/15/2016							5	MEA/EnergyU	192-0801
21 Plastic Pipe Fusion (Permasert Couplings)	12/5/2015	12/5/2015							1	MEA/EnergyU	192-1002, 192-1003, 192-1004
22 Plastic Pipe Repair (Permasert Couplings)	12/5/2015	12/5/2015							1	MEA/EnergyU	192-1005
23 Fusion Qualification (Permasert Couplings)	12/5/2015	12/5/2015							1	MEA/EnergyU	192-1002
24 Joining Steel Pipe	3/18/2015	3/18/2015							3	MEA/EnergyU	192-1409
25 Welding Qualification	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
26 Steel Repair Fittings	3/18/2015	3/18/2015							3	MEA/EnergyU	192-1409
27 Maintaining Steel Mains	8/26/2016	8/26/2016							3	MEA/EnergyU	192-1421
28 Pressure Testing Steel and Plastic Pipelines	3/17/2015	3/17/2015							3	MEA/EnergyU	192-1301
29 Purging Safety	12/5/2015	12/5/2015							3	MEA/EnergyU	192-1418
30 Cathodic Protection	8/15/2016	8/15/2016							4	MEA/EnergyU	192-0501, 192-0505
31 Tapping/Stopping: 1.25" through 4" Pipe (Permasert)	3/18/2015	3/18/2015							3	MEA/EnergyU	192-1426
32 Installing Mains	3/18/2015	3/18/2015							3	MEA/EnergyU	192-1408, 192-1409
33 Installing Service	12/5/2015	12/5/2015							5	MEA/EnergyU	192-2010
34 Reinforcing Steel and Plastic Mains N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
35 Abandoning Facilities	8/18/2016	8/18/2016							5	MEA/EnergyU	192-1401

V	CONSTRUCTION and MAINTENANCE	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Recert Yrs	Company	Course
36	Valve Inspection & Maintenance	8/29/2016	8/29/2016							5	MEA/EnergyU	192-1427
37	Inspecting Pressure Regulating and Limiting Stations	8/30/2016	8/30/2016							3	MEA/EnergyU	192-1803
38	System Upgrading (N/A)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
39	Job Site Protection	3/17/2015	3/17/2015							4	MEA/EnergyU	192-1405, 192-0804
40	Excavation, Backhoe, and Shoring Safety	3/17/2015	3/17/2015							3	MEA/EnergyU	192-1402

EXHIBIT B

(Contractor's Rate Schedule)

SUB-SITE TECHNOLOGIES 2016 RATES

<u>EQUIPMENT</u>	<u>PRICE PER HR</u>
Jumping Jack	NO COST
RT Wacker	\$ 75.00
CA121(48' Drum) Sheeps Foot	\$ 120.00
JD 333E Skidsteer	\$ 110.00
JD 310SK Backhoe	\$ 105.00
Komatsu WA-270 Loader	\$ 145.00
Hitachi D85 Large Mini	\$ 125.00
Small Excavator 3/4 YD Bucket	\$ 150.00
Medium Excavator 1 1/2 YD Bucket	\$ 175.00
Large Excavator 3 YD Bucket	\$ 215.00
Komatsu D51PX Dozer	\$ 125.00
Komatsu D61PX Dozer	\$ 155.00
Motor Grader	\$ 175.00
Dump Truck (Tandem Axle)	\$ 115.00
Dump Truck + Tag Trailer	\$ 130.00
Semi + Side/Belly Dump	\$ 130.00
Semi + LowBoy	\$ 175.00
Large Trencher	\$ 300.00
Medium Trencher	\$ 200.00
Small Trencher	\$ 100.00
Pickup w/ Vac Trailer	\$ 185.00
Vac Truck	\$ 285.00
Pickup w/ Gooseneck Trailer	\$ 100.00
Operator or Foreman	\$ 65.00
Laborer	\$ 55.00
Welder/Fitter w/ Truck	\$ 140.00
Supervisor	\$ 75.00
Semi + Water Tanker	\$ 130.00
Dingo	\$ 95.00
Pickup w/ Trailer	\$ 85.00
JD 333E Skidsteer w/ Conditioner	\$ 175.00
Tool Cat	\$ 100.00

This validates that

Peter Kowalczyk

has achieved certification in

MEA11994

certified by:

Midwest Energy Association

MEA Train the Evaluator Workshop

6/17/2015

Date Completed

6/17/2018

Date Expires

Midwest Energy Association

Midwest Energy Association

State of North Dakota

SECRETARY OF STATE



CONTRACTORS LICENSE RENEWAL

NO: 50686 CLASS A

I, Alvin A. Jaeger, Secretary of State of the State of North Dakota, and as Registrar of Contractors, certify that **SUB-SITE TECHNOLOGIES LLC** whose address is Minot, ND has filed in this office proper application for Renewal of Class A Contractor's License valid to March 1, 2017, and has paid the required fee, and has complied with all requirements of Chapter 43-07, North Dakota Century Code.

SUB-SITE TECHNOLOGIES LLC therefore, is entitled to bid on and accept contracts as authorized by law, under this license, without limit as to value of any single contract.

Dated May 26, 2016.

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State



North Dakota Workforce
Safety & Insurance

**CERTIFICATE OF
PREMIUM PAYMENT**
WORKFORCE SAFETY & INSURANCE
EMPLOYER SERVICES
SFN 4920 (04/2007)

1600 EAST CENTURY AVENUE, SUITE 1
PO BOX 5585
BISMARCK ND 58506-5585
Telephone 1-800-777-5033
Toll Free Fax 1-888-786-8695
TTY (hearing impaired) 1-800-366-6888
Fraud and Safety Hotline 1-800-243-3331
www.WorkforceSafety.com

SAMANTHA MORGAN
SUB SITE TECHNOLOGIES LLC
9206 84TH AVE SE
MINOT ND 58701-

Employer Account Number: 1311499

Issued Date: 09/03/2015

Expiration Date: 07/14/2016

CERTIFICATE OF PREMIUM PAYMENT

This is to certify that North Dakota Workers Compensation coverage is effective for the employer named on this certificate. Employees of the named employer are entitled to apply for the rights and benefits of Workforce Safety and Insurance (WSI).

Coverage under this certificate extends to North Dakota based employers for their North Dakota exposure. Limited coverage extends beyond the physical boundaries of North Dakota. Contact the Policyholder Services Department of WSI at 1-800-777-5033 for further information on coverage issues or to inquire into the status of the holder of this certificate.

North Dakota Century Code § 65-04-04 requires that each employer post this Certificate of Premium Payment in a conspicuous manner at the workplace. A penalty of \$250 may apply for failure to comply with this requirement.

A Certificate of Premium Payment may be revoked for failure to make required premium payments.

Barry Schumacher

Barry Schumacher
Chief of Employer Services

Class	Classification Description
6301	Sewer-Water-Gas-Oil-Pipeline Const

SERVICE AGREEMENT

This Agreement is entered into effective June 6, 2016 by and between the City of Granville, North Dakota (the City) and B & H Utility Services, Inc. (the Contractor) according to the following terms and conditions:

RECITALS

- A. The City owns and operates a liquefied petroleum gas distribution facility (the System) to supply liquefied petroleum to its residents.
- B. The Contractor employs persons qualified to perform certain tasks included on the City's OQ Task List, a copy of which is attached as Exhibit A.
- C. The City is willing to retain Contractor to perform the Services and Contractor is willing to provide qualified employees to perform the Services on a non-exclusive, as-needed basis.

It is, therefore, agreed as follows:

1. **Services.** Contractor will provide maintenance and repair support for the System by performing certain tasks identified in Exhibit A (the "Services") on a non-exclusive, as-needed basis in accordance with applicable federal, state and local regulations. Contractor shall take no action which will cause the System to violate those standards. Contractor will immediately report any potential violation or actual violation of those standards to the City Auditor. Contractor, however, makes no warranty or guarantee that all violations or defects will or can be discovered.
 - 1.1. Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the Services required under this Agreement and will select personnel who are satisfactorily trained, certified and experienced to perform the Services under this Agreement.
 - 1.2. Contractor will provide all necessary tools, equipment and personal protective equipment necessary to perform the Services.
 - 1.3. City will make available to Contractor all drawings, specifications, and manuals in the City's possession that may be required for the efficient and safe performance of the Services by Contractor.

Exhibit
5

2. Compensation. Within ten (10) days of performance of Services, Contractor shall prepare and file with the City Auditor reports of all Services provided under this Agreement. Such reports shall:

- Include a detailed description of the Services performed, the date(s) of performance, and
- the name(s) of all personnel performing the described Services, and
- identify any expenses for which Contractor requests reimbursement that were incurred in the course of performing the Services and include appropriate documentation of those expenses, and
- be accompanied by any other documentation required by federal, state or local law.

City agrees to pay Contractor, based upon reports filed with the City Auditor as follows:

- City will pay Contractor for Services according to the rate schedule attached as Exhibit B; and
- City will reimburse Contractor for expenses reasonably necessary to Contractor's performance of the Services, *provided* any expense greater than \$500.00 shall have been approved by the City in advance unless in case of emergency.

3. Independent Contractor. Contractor and City both acknowledge and agree that Contractor is an independent contractor - not an employee - and nothing contained in this Agreement will be construed as to create an employee/employer relationship nor a principal/agent relationship between City and Contractor. Contractor shall have no authority to bind or act as agent for the City nor shall Contractor make any claim to do so unless expressly authorized to do so in writing by the City Council.

3.1. Taxes. It is Contractor's obligation to report as income all compensation received from City, at the time it is earned, pursuant to this Agreement. City will not withhold any income or other taxes from the compensation paid to Contractor, and Contractor is responsible for paying Contractor's own income, social security, Medicare, and other applicable taxes. Contractor further agrees that City shall not be obligated to pay any Federal or State income tax, Social Security tax, Unemployment Insurance taxes, workers' compensation insurance premiums, or any similar item on behalf of Contractor, these obligations being the sole responsibility of Contractor.

3.2. **Benefits.** Contractor expressly acknowledges that, as an independent contractor, neither Contractor nor its employees will be entitled to health, accident, disability, workers' compensation, unemployment compensation or any other insurance coverage from or through the City nor shall Contractor be entitled to any rights and/or privileges of employees of the City and shall not be considered in any way to be an employee of the City. Contractor and Contractor's employees will not be eligible for, and shall not participate in, any pension, health, benefit, or other fringe benefit plan provided by the City to its employees; nor shall unemployment insurance or workers' compensation insurance be obtained by City to insure Contractor or Contractor's employees. Reclassification of Contractor from independent contractor to employee status by a court or taxing authority will not confer upon Contractor eligibility for any retroactive or prospective City benefits.

4. **Indemnification.** Contractor shall use reasonable efforts to perform the Services in accordance with applicable federal, state and local standards. Contractor shall indemnify and hold the City harmless from and against any damage, injury, loss, cost, or expense incurred by the City or its employees or any third party arising out of or resulting from the Contractor's negligent performance of Services, except to the extent the damage, injury, loss, cost, or expense is caused by the intentional actions or gross negligence of the City, its employees or agents. Contractor's duty to indemnify and hold the City harmless under this Agreement shall survive the completion, termination or cancellation of this Agreement.

5. **Insurance.**

5.1. **Liability Insurance.** Contractor agrees to provide and maintain comprehensive general liability insurance appropriate for the Services being performed and provide protection from claims for bodily injury and property damage that may arise out of or result from Contractor's performance of the Services and its other obligations under this Agreement in an amount not less than One Million Dollars (\$1,000,000.00). Such insurance shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Contractor. Within three (3) days of receipt of any such written notice, Contractor shall provide a copy of the notice to the City. Such insurance must also name

the City as an additional insured with respect to the Services performed under this Agreement.

- 5.2. Workforce Safety Insurance.** Contractor shall purchase and maintain workers' compensation and employer's liability insurance for claims under workers' compensation, disability benefits, and other similar employee benefit acts.
- 5.3. Licensed Companies.** All insurance required by this Agreement shall be obtained from insurance companies that are duly licensed or authorized, in the state of North Dakota, to issue insurance policies for the required limits and coverages and with an A.M. Best rating of A or better.
- 5.4. Proof of Insurance.** Contractor shall deliver certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by this Agreement. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements.
- 5.5. No limitation of liability.** The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability nor does the City represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- 6. Notice.** To be effective, any notice under this Agreement must be sent by at least one of the following methods:
- confirmed email,
 - nationally-recognized express delivery service, or
 - certified or registered mail, return receipt requested.
- 6.1. Notice to the Contractor will be effective if delivered to one of the following addresses:
- email: bandh.inc@hotmail.com
 - address: 2712 Academy Rd. Minot, ND 58703
- Contractor will also designate an authorized representative and provide a phone number at which the representative may be reached in the event services are required.
- 6.2. Notice to the City will be effective if delivered to one of the following addresses:
- email: granville@srt.com
 - facsimile: 701-728-6333
 - address: PO Box 39, Granville, ND 58741

Any party may unilaterally change any of its authorized addresses upon written notice to the other parties to this Agreement in accordance with the provisions for giving notice contained in this provision.

7. **Assignment.** Contractor may not assign or subcontract any of the Services to another firm without the City's prior, written consent. The City may not assign any of its rights under this Agreement without the Contractor's prior, written consent.
8. **Term.** This Agreement shall remain in effect until June 6, 2017, at which time it will automatically renew for successive periods of one (1) year unless either party gives written notice of termination as provided in this section. Either party may terminate this Agreement by giving the other party at least thirty (30) days advance written notice.
9. **Severability.** If any term or provision of this Agreement is deemed to be invalid or unenforceable, such a determination will not affect any of the remaining terms and provisions. All such remaining terms and provisions will remain in full force and effect.
10. **Amendment.** This Agreement may be amended or modified only with the written consent of both parties.
11. **Ambiguity.** The parties acknowledge they have had the opportunity to have this Agreement reviewed by their respective attorneys, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document shall be operative against either party.
12. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all the parties signed the same document and may be executed by signatures transmitted by facsimile or electronically with such facsimile or electronic executions having the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions or electronic executions or a combination thereof, shall be construed together and shall constitute one and the same agreement. Delivery of signatures by facsimile, .pdf document or other electronic means shall be as effective as delivery of original signatures.
13. **Exhibits.** All Exhibits are incorporated and made part of this Agreement as if fully set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the 20 day of June, 2016.

CONTRACTOR:

B & H UTILITY SERVICES, INC.

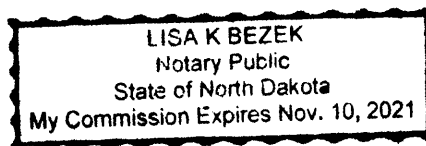
BY: Allyn Hansen
Its: president

STATE OF NORTH DAKOTA)

COUNTY OF Ward)

The foregoing instrument was acknowledged before me on June 20, 2016 by Jeffrey Hansen, president of B & H Utility Services, Inc.

Lisa K Bezek
Notary Public



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CITY:
DAKOTA

CITY OF GRANVILLE, NORTH

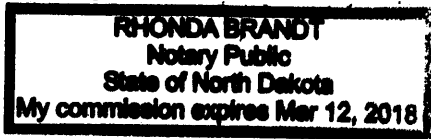
Attest

By: Jerry L. Anderson
Jerry Anderson
Its: Mayor

Anita Trana
Anita Trana
City Auditor

STATE OF NORTH DAKOTA)
)ss.
COUNTY OF McHenry)

Subscribed and sworn before me this 15th day of June, 2016 by Jerry Anderson, Mayor, and Anita Trana, City Auditor, on behalf of the City of Granville, ND.



Rhonda Brandt
Notary Public
McHenry County, North Dakota
My Commission Expires: March 12, 2018

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EXHIBIT A

(City OQ Task List)

JEFF HAUGEN'S OPERATOR QUALIFICATION TASK LIST

I. COMMON (all employees)	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Recert Yrs	Company	Course
1 Vaporization Plant Operations									3	ALGAS	Propane Safety Training
1A Operating and Maintaining Direct fired LP Gas Vaporizers									3	ALGAS	Propane Safety Training
1B Emergency Shutdown of Supply Tank									3	MEA/EnergyU	192-1803, 192-1427, 192-1424
2 Characteristics and Hazards of Propane	2/17/2015	2/17/2015							3	MEA/EnergyU	192-0101
3 Potential Ignition Sources: Indoor and Outdoor	3/25/2015	3/25/2015							3	MEA/EnergyU	192-2011
4 Recognizing Emergency Conditions	2/19/2015	2/19/2015							3	MEA/EnergyU	192
5 Recognizing and Reporting Propane Gas Leaks									3	MEA/EnergyU	192-1201
II. FIELD SAFETY											
6 Personal Protective Equipment	3/24/2015	3/24/2015							5	MEA/EnergyU	192-1415.01
7 Proper Fire-fighting Techniques	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 Controlling the Accidental Release of Gas									3	MEA/EnergyU	192-1436, 192-0702
9 Recognizing Unsafe Meter Sets	3/25/2015	3/25/2015							5	MEA/EnergyU	192-0701
III. LEAK SURVEY AND RESPONSE											
10 Leak Classification	3/26/2015	3/26/2015							4	MEA/EnergyU	192-1202
11 Operating the Combustible Gas Indicator	3/26/2015	3/26/2015							4	MEA/EnergyU	192-1202
12 Emergency Response and Restoration of Service	2/19/15, 2/17/15, 192-1436-no cert, 3/23/15	2/19/15, 2/17/15, 192-1436-no cert, 3/23/15							3	MEA/EnergyU	192, 192-0101, 192-1436, 192-1414
13 Leak Surveys and Patrols									3	MEA/EnergyU	192-1201, 192-0901

Highlighted items ONLY will be tasks performed in agreement with this operator. Other certifications are not required however may be achieved.

IV. CUSTOMER SERVICE	Date Attn'd	Cert Date	Date Attn'd	Cert Date	Date Attn'd	Cert Date	Date Attn'd	Cert Date	Recert Yrs	Company	Course
14 Customer Leak Investigation	3/26/2016	3/26/2016							4	MEA/EnergyU	192-1202, 192-1203
15 Pressure Checks to Establish Gas Service	3/20/2015	3/20/2015							3	MEA/EnergyU	192-1301
16 Establishing and Disconnecting Gas	3/25/2015, 3/20/2015	3/25/2015, 3/20/2015							5	MEA/EnergyU	192-0701, 192-1401
V CONSTRUCTION and MAINTENANCE	Date Attn'd	Cert Date	Date Attn'd	Cert Date	Date Attn'd	Cert Date	Date Attn'd	Cert Date	Recert Yrs	Company	Course
17 Atmospheric Corrosion									5	MEA/EnergyU	192-0401
18 Odorization									4	MEA/EnergyU	192-1501
19 Bar Hole Testing and Purging									3	MEA/EnergyU	192-1201
20 Locating and Marking Facilities	3/27/2015	3/27/2015							5	MEA/EnergyU	192-0801
21 Plastic Pipe Fusion	2/9/2016, 2/10/2016	2/9/2016, 2/10/2016							1	MEA/EnergyU	192-1002, 192-1003, 192-1004
22 Plastic Pipe Repair (Permasert Couplings)	2/10/2016	2/10/2016							1	MEA/EnergyU	192-1005
23 Fusion Qualification (Permasert Couplings)	2/9/2016	2/9/2016							1	MEA/EnergyU	192-1002
24 Joining Steel Pipe	3/23/2015	3/23/2015							3	MEA/EnergyU	192-1409
25 Welding Qualification	3/11/2016	3/11/2016							1	MDU	CERTIFICATE
26 Steel Repair Fittings	3/23/2015	3/23/2015							3	MEA/EnergyU	192-1409
27 Maintaining Steel Mains	3/24/2015	3/24/2015							3	MEA/EnergyU	192-1421
28 Pressure Testing Steel and Plastic Pipelines	3/20/2015	3/20/2015							3	MEA/EnergyU	192-1301
29 Purging Safety	3/24/2015	3/24/2015							3	MEA/EnergyU	192-1418
30 Cathodic Protection									4	MEA/EnergyU	192-0501, 192-0505
31 Tapping/Stopping 1.25" through 4" Pipe (Permasert)	3/24/2015	3/24/2015							3	MEA/EnergyU	192-1426
32 Installing Mains	3/23/2015, 3/25/2015	3/23/2015, 3/25/2015							3	MEA/EnergyU	192-1408, 192-1409
33 Installing Service	3/25/2015	3/25/2015							5	MEA/EnergyU	192-2010
34 Reinforcing Steel and Plastic Mains N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
35 Abandoning Facilities	3/20/2015	3/20/2015							5	MEA/EnergyU	192-1401

Highlighted items ONLY will be tasks performed in agreement with this operator. Other certifications are not required however may be achieved.

V	CONSTRUCTION and MAINTENANCE	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Date Attnd	Cert Date	Recent Yrs	Company	Course
36	Valve Inspection & Maintenance	3/30/2015	3/30/2015							5	MEA/EnergyU	192-1427
37	Inspecting Pressure Regulating and Limiting Stations									3	MEA/EnergyU	192-1803
38	System Upgrading (N/A)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
39	Job Site Protection	3/23/2015, 2-18-15	3/23/2015, 2-18-15							4	MEA/EnergyU	192-1405, 192-0804
40	Excavation, Backhoe, and Shoring Safety	2/20/2015	2/20/2015							3	MEA/EnergyU	192-1402

Highlighted items ONLY will be tasks performed in agreement with this operator. Other certifications are not required however may be achieved.

EXHIBIT B

(Contractor's Rate Schedule)

B&H Utility Services, Inc. 2016 prices

Supervisor-	\$ 70 per/hour
Welder -	\$ 70 per/hour
Operator-	\$ 65 per/hour
Laborer-	\$ 60 per/ hour
Welding /fusion truck -	\$100 per/hour
Pick up -	\$ 55 per/hour
Backhoe-	\$ 110 per/hour
Dump trailer-	\$ 35 per/hour
Skid steer -	\$ 100 per/hour
Hydro-vac trailer-	\$ 150 per/hour
Gas wacker -	\$ 50 per/hour

Installation of new service only

Backhoe-	\$ 10 per/foot
Boring -	\$ 11 per/foot

Materials will be billed separately

Rental equipment will be billed separately

B&H Utility Services, Inc.

2712 Academy Rd

Minot ND, 58703

Jeff Haugen

701-500-7115

Anita,

When we talked last we were thinking that we could just replace the old relief with the new one, and at that time put a new valve under the relief. I'm not sure if the new relief will have to be set or checked once it is installed to make sure it is working properly, even though it is brand new and has been set by the manufacturer. We do not know how to test the relief and we are not qualified to do so. Maybe contacting the manufacturer of the relief can give you more information on who can test it.

What we can help you with is the installation of a bypass so that you can install a new valve and the new relief. But we would not be able to test the relief. The bypass would consist of welding a line stopper fitting on and a service tee so that we could bypass around the old relief without interrupting any customers. While the bypass is on a new 3" valve would be installed. The gas would then be turned back on and everything soap tested, purged and the bypass removed. Then the new relief would be installed and if needed tested by a qualified person. The installation of the bypass would be contingent on the use of MDU's Mueller tools.

We are willing to help you with the bypass procedure and installation of the valve and relief but unfortunately we cannot test or check the relief. If you decide to go forward with the bypass procedure let me know and I can get some prices for you.

We are willing to be listed as a contractor for the city of Granville for the following tasks only. We are also unable to be on call as we only have 2 employees. If you have any questions let me know.

Plastic pipe fusion

Plastic pipe repair

Tapping/Stopping: 1.25" through 4" (plastic only)

Installing mains

Installing Service's

Abandoning Facilities

Jeff Haugen

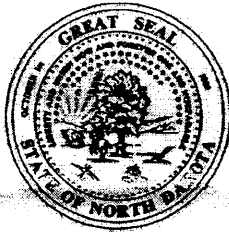
B&H Utility Services, Inc.

Minot ND 58703

701-500-7115

State of North Dakota

SECRETARY OF STATE



CONTRACTORS LICENSE RENEWAL

NO: 44854 CLASS A

I, Alvin A. Jaeger, Secretary of State of the State of North Dakota, and as Registrar of Contractors, certify that **B & H UTILITY SERVICES, INC.** whose address is Minot, ND has filed in this office proper application for Renewal of Class A Contractor's License valid to March 1, 2017, and has paid the required fee, and has complied with all requirements of Chapter 43-07, North Dakota Century Code.

B & H UTILITY SERVICES, INC. therefore, is entitled to bid on and accept contracts as authorized by law, under this license, without limit as to value of any single contract.

Dated February 18, 2016.

A handwritten signature in cursive script that reads "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

OP ID: D9

DATE (MM/DD/YYYY)

05/20/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Humphreys Insurance & Surety P.O. Box 1486 Minot, ND 58702-1486	CONTACT NAME: Diane Peterson	
	PHONE (A/C, No, Ext): 701-852-1093 FAX (A/C, No): 701-852-9475	
	E-MAIL ADDRESS: dpeterson@minot.com	
	PRODUCER CUSTOMER ID #: B&HIN-1	
INSURED B&H Utility Services Inc 2712 Academy RD Minot, ND 58703	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Mid-Continent Casualty	23418
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			04GL000951397	04/27/2016	04/27/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			04CA002814508	05/29/2016	05/29/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			04XS195310	04/27/2016	04/27/2017	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			04GL000951397	04/27/2016	04/27/2017	WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			04IM64826	05/21/2016	05/21/2017	Scheduled 104,036
							Ded 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

CITYGRA

City of Granville
PO Box 39
Granville, ND 58741

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**MDU Utilities Group
WELDER QUALIFICATIONS CARD - FORM 21731**





WELDER QUALIFICATIONS CARD

This Certifies that Jeff Haugen Identification # 8511
has met the requirements of the Company Policies and Procedures for qualification and certification to perform welding on Company facilities as defined in the following limitations as defined in API 1104 6.2 for Single Qualification, 6.3 for Multiple Qualifications, and B.3 for In-Service Qualifications.

Certified to Perform Visual Examinations of Production Welds: Yes No
Welder's Eye Exam and/or Current Driver's License Verified: Yes
Visual Exam Qualification expires 3 years from exam date: 3/11/2016

Authorized Name: Tim Leier Authorized Signature: *Tim Leier*

- Card must be available at all times while working on company-owned facilities. -





Form 21731 (9/13)

QUALIFICATION DETAILS

Company: Contractor: PWPS #: WPS 1
Built: Position: 1G Branch: Position: N/A
Sleeve: Position: N/A Process: SMAW OAW GMAW
Direction: Uphill Downhill Joint Design: V U
W.T. GRP: <0.188 0.188<0.500
Single Qualification: O.D. Limitations: Group #1
Multiple Qualifications: O.D.: <6.625 <8.625 <10.750 Unlimited
In-Service Qualification: Yes No
Destructively Tested: or NDT: (Note 192.229)
Test Date: 3/11/2016 Inspector: *Tim Leier*

QUALIFICATION DETAILS

Company: Contractor: PWPS #: WPS 1
Built: Position: 1G Branch: Position: N/A
Sleeve: Position: N/A Process: SMAW OAW GMAW
Direction: Uphill Downhill Joint Design: V U
W.T. GRP: <0.188 0.188<0.500
Single Qualification: O.D. Limitations: Group #2
Multiple Qualifications: O.D.: <6.625 <8.625 <10.750 Unlimited
In-Service Qualification: Yes No
Destructively Tested: or NDT: (Note 192.229)
Test Date: 3/11/2016 Inspector: *Tim Leier*

QUALIFICATION DETAILS

Company: Contractor: PWPS #: WPS 1
Built: Position: 6G Branch: Position: N/A
Sleeve: Position: N/A Process: SMAW OAW GMAW
Direction: Uphill Downhill Joint Design: V U
W.T. GRP: <0.188 0.188<0.500
Single Qualification: O.D. Limitations: Group #1
Multiple Qualifications: O.D.: <6.625 <8.625 <10.750 Unlimited
In-Service Qualification: Yes No
Destructively Tested: or NDT: (Note 192.229)
Test Date: 3/11/2016 Inspector: *Tim Leier*

QUALIFICATION DETAILS

Company: Contractor: PWPS #: WPS 1
Built: Position: 6G Branch: Position: N/A
Sleeve: Position: N/A Process: SMAW OAW GMAW
Direction: Uphill Downhill Joint Design: V U
W.T. GRP: <0.188 0.188<0.500
Single Qualification: O.D. Limitations: Group #2
Multiple Qualifications: O.D.: <6.625 <8.625 <10.750 Unlimited
In-Service Qualification: Yes No
Destructively Tested: or NDT: (Note 192.229)
Test Date: 3/11/2016 Inspector: *Tim Leier*

**MDU Utilities Group
WELDER QUALIFICATIONS CARD - FORM 21731**

Welder Name: Jeff Haugen

QUALIFICATION DETAILS		
Company: <input type="checkbox"/>	Contractor: <input checked="" type="checkbox"/>	PWPS #: <u>WPS 6</u>
Butt: <input checked="" type="checkbox"/>	Position: <u>5G</u>	Branch: <input checked="" type="checkbox"/> Position: <u>4F</u>
Sleeve: <input type="checkbox"/>	Position: <u>N/A</u>	Process: <input checked="" type="checkbox"/> SMAW <input type="checkbox"/> OAW <input type="checkbox"/> GMAW
Direction: <input type="checkbox"/> Uphill <input checked="" type="checkbox"/> Downhill	Joint Design: <input checked="" type="checkbox"/> V <input type="checkbox"/> U	
W.T. GRP: <input type="checkbox"/> <0.188 <input checked="" type="checkbox"/> 0.188<0.500		
Single Qualification: <input type="checkbox"/>	O.D. Limitations: <input type="checkbox"/>	Group #2
Multiple Qualifications: <input checked="" type="checkbox"/> O.D.: <input type="checkbox"/> <0.625 <input type="checkbox"/> <0.625 <input type="checkbox"/> <10.750 <input checked="" type="checkbox"/> Unlimited		
In-Service Qualification: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Destructively Tested: <input checked="" type="checkbox"/> or NDT: <input type="checkbox"/> (Note 192.229)		
Test Date: <u>3/11/2016</u>	Inspector: <u>Tom Lewis</u>	

QUALIFICATION DETAILS		
Company: <input type="checkbox"/>	Contractor: <input checked="" type="checkbox"/>	PWPS #: <u>WPS 8</u>
Butt: <input checked="" type="checkbox"/>	Position: <u>6G</u>	Branch: <input type="checkbox"/> Position: <u>N/A</u>
Sleeve: <input type="checkbox"/>	Position: <u>N/A</u>	Process: <input checked="" type="checkbox"/> SMAW <input type="checkbox"/> OAW <input type="checkbox"/> GMAW
Direction: <input checked="" type="checkbox"/> Uphill <input checked="" type="checkbox"/> Downhill	Joint Design: <input checked="" type="checkbox"/> V <input type="checkbox"/> U	
W.T. GRP: <input type="checkbox"/> <0.188 <input checked="" type="checkbox"/> 0.188<0.500		
Single Qualification: <input checked="" type="checkbox"/>	O.D. Limitations: <input type="checkbox"/>	Group #2
Multiple Qualifications: <input type="checkbox"/> O.D.: <input type="checkbox"/> <0.625 <input type="checkbox"/> <0.625 <input type="checkbox"/> <10.750 <input checked="" type="checkbox"/> Unlimited		
In-Service Qualification: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Destructively Tested: <input checked="" type="checkbox"/> or NDT: <input type="checkbox"/> (Note 192.229)		
Test Date: <u>3/11/2016</u>	Inspector: <u>Tom Lewis</u>	

QUALIFICATION DETAILS		
Company: <input type="checkbox"/>	Contractor: <input checked="" type="checkbox"/>	PWPS #: <u>WPS 1A</u>
Butt: <input type="checkbox"/>	Position: <u>N/A</u>	Branch: <input checked="" type="checkbox"/> Position: <u>4F</u>
Sleeve: <input checked="" type="checkbox"/>	Position: <u>5G</u>	Process: <input checked="" type="checkbox"/> SMAW <input type="checkbox"/> OAW <input type="checkbox"/> GMAW
Direction: <input checked="" type="checkbox"/> Uphill <input type="checkbox"/> Downhill	Joint Design: <input checked="" type="checkbox"/> V <input type="checkbox"/> U	
W.T. GRP: <input type="checkbox"/> <0.188 <input type="checkbox"/> 0.188<0.500		
Single Qualification: <input type="checkbox"/>	O.D. Limitations: <input type="checkbox"/>	Group #2
Multiple Qualifications: <input checked="" type="checkbox"/> O.D.: <input type="checkbox"/> <0.625 <input type="checkbox"/> <0.625 <input type="checkbox"/> <10.750 <input checked="" type="checkbox"/> Unlimited		
In-Service Qualification: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Destructively Tested: <input checked="" type="checkbox"/> or NDT: <input type="checkbox"/> (Note 192.229)		
Test Date: <u>3/11/2016</u>	Inspector: <u>Tom Lewis</u>	

QUALIFICATION DETAILS		
Company: <input type="checkbox"/>	Contractor: <input type="checkbox"/>	PWPS #: <u>N/A</u>
Butt: <input type="checkbox"/>	Position: <u>N/A</u>	Branch: <input type="checkbox"/> Position: <u>N/A</u>
Sleeve: <input type="checkbox"/>	Position: <u>N/A</u>	Process: <input type="checkbox"/> SMAW <input type="checkbox"/> OAW <input type="checkbox"/> GMAW
Direction: <input type="checkbox"/> Uphill <input type="checkbox"/> Downhill	Joint Design: <input type="checkbox"/> V <input type="checkbox"/> U	
W.T. GRP: <input type="checkbox"/> <0.188 <input type="checkbox"/> 0.188<0.500		
Single Qualification: <input type="checkbox"/>	O.D. Limitations: <input type="checkbox"/>	<u>N/A</u>
Multiple Qualifications: <input type="checkbox"/> O.D.: <input type="checkbox"/> <0.625 <input type="checkbox"/> <0.625 <input type="checkbox"/> <10.750 <input checked="" type="checkbox"/> Unlimited		
In-Service Qualification: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Destructively Tested: <input type="checkbox"/> or NDT: <input type="checkbox"/> (Note 192.229)		
Test Date: _____	Inspector: _____	

- Fill out the Welder Qualification form entirely and e-mail the electronic form to donna.lester@mdu.com.
- Once you have signed the completed form, scan it and e-mail the scan to donna.lester@mdu.com.
- The sheet(s) will be laminated and sent to the welder.
- ➔ Please include the mailing address of the welder.