



Mashpee Wampanoag Tribe

483 Great Neck Rd So. Mashpee, MA 02649

Phone (508) 477-0208 * Fax (508) 477-1218

**TRIBAL COUNCIL RESOLUTION
2023-RES-099**

**APPROVAL OF COMMERCIAL SERVICE GAS AGREEMENT
WITH NATIONAL GRID**

WHEREAS, the Mashpee Wampanoag Tribe (“Tribe”) is a federally-recognized Indian tribe with a duly-enacted Constitution; and

WHEREAS, the Mashpee Wampanoag Tribal Council (“Tribal Council”), the governing body of the Tribe, deems it essential under Article VI, § 2.A. of the Mashpee Wampanoag Tribal Constitution (“Constitution”) to promote and protect the political integrity, economic security and general welfare of the Tribe and members of the Tribe; and

WHEREAS, Article VI, § 2.D. of the Constitution empowers the Tribal Council to negotiate and enter into contracts and agreements with state and local governments, private persons and corporate entities; and

WHEREAS, the Tribe must secure adequate natural gas services for its tenants located at the Tribe’s Plaza Del Sol property; and

WHEREAS, National Grid of Massachusetts has confirmed it can provide those services and has required a Commercial Gas Service Agreement to be entered by the Tribe to procure the installation of such services (the “Gas Service Agreement”); and

WHEREAS, National Grid has confirmed that the gas capacity proposed is sufficient to meet the entire project loads and require the installation of a service line and gas meter station; and

WHEREAS, the Tribe desires to enter the Gas Service Agreement with National Grid to procure the natural gas services in substantively the same form as attached in Exhibit A; and

WHEREAS, the Tribal Council desires to approve the Gas Service Agreement, as further negotiated by the parties, in substantively the same form as attached in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Tribal Council hereby approves the Gas Service Agreement in accordance with the terms provided in Exhibit A.

BE IT FINALLY RESOLVED, that the Tribal Council hereby approves the authorization of the Tribal Council Chairman, or in his absence or unavailability, other Tribal Council Officer, the requisite authority and power for and on behalf of the Tribe to execute the Gas Service Agreement and take such further action necessary to effect the purposes of this Resolution.

All resolutions or parts of resolutions inconsistent with this resolution are repealed. This resolution is effective immediately and shall continue pursuant to the authority vested in the Tribal Council pursuant to Article VI, §§ 2.A. and D. of the Constitution.

(Remainder of Page Intentionally Blank)

CERTIFICATION

We, the undersigned duly elected Chairman and Secretary of the Tribal Council do hereby certify that the above Resolution was duly adopted on September 20, 2023, by the Mashpee Wampanoag Tribal Council which is composed of 13 members, of whom 11 constituting a quorum, were present at a regular meeting duly called, noticed, convened, and held on September 20, 2023 , and that the foregoing Resolution was duly adopted by the affirmative vote of 10 members, with 0 opposing, and with 0 not voting and that said Resolution has not been rescinded or amended in any way.

Dated this 20th day of September, 2023



Brian Weeden, Chairman
Mashpee Wampanoag Tribal Council

ATTEST:



Cassie Jackson, Secretary
Mashpee Wampanoag Tribal Council

EXHIBIT A
GAS SERVICE AGREEMENT



Exhibit A

August 11, 2023

Robyn Tobey Sweeting
Mashpee Wampanoag Tribe

72 Main St, Mashpee, MA, 02649
National Grid JOB-00157145

Dear Robyn,

National Grid is pleased to inform you that your request for installation of natural gas service has been evaluated and provisionally approved for 399CFH of natural gas with a delivery pressure of a guaranteed 7" WC at the outlet side of the meter.

Final approval constituting an agreement by National Grid to proceed with the requested installation will require you to complete and return the attached Commercial Gas Service / Main Agreement as well as initial and this document, Exhibit A. Once executed by National Grid, the accepted Agreement shall become the agreement governing the proposed installation.

Please note that supplying gas capacity sufficient to meet the entire project loads of 399CFH are contingent upon the completion of following work described below, a Natural Gas Service line and gas meter station.

* Natural Gas Service Installation: The installation of up to 65ft of 1-inch 60psig service extending from the existing 6-inch CS 60psig main in Main St. to serve 72 Main St. (As shown on Exhibit B).

* Meter Installation: Installation of a (1) commercially metered unit, outside 400 meter to be installed to the right of the service riser.

The gas service for this project will require a Contribution in aid of Construction (CIAC) of \$0.00 This agreement is also subject to the following:

- 1) All outlet piping after the meter is the sole responsibility of the owner.
- 2) All equipment must be installed according to any national, state or local codes.
- 3) It is the owners' responsibility to notify National Grid of any known or suspected underground facilities that may affect our excavation.
- 4) Any final restoration on private property must be supplied by others at owner's expense.
- 5) Approval is contingent upon being able to obtain any needed state or local permits by National Grid.
- 6) Final meter location must have a minimum 3-foot clearance on all sides from operable windows, doors, vents and sources of ignition (electrical)
- 7) If a concrete pad is required for the meter installation, said pad must be poured per National Grid Specifications by the customer at their expense.

Please be advised that all projects are assigned an estimated target date only after the needed permits are received, the project has been dig-safed, and the installation drawings contain a PE stamp according to Mass DPU regulations.

Please complete, execute and return the Gas Sales Agreement as well as attached Exhibits via pdf to colin.galvin@nationalgrid.com.

<p>Contact Information</p> <p>Business Name: <u>Mashpee Wampanoag Tribe</u></p> <p>Premise Address: <u>72 Main St</u></p> <p>City, State, Zip: <u>Mashpee, MA, 02649</u></p> <p>Business Phone: _____</p> <p>Fax Number: _____</p> <p>Mailing/Billing: _____</p> <p>City, State, Zip: _____</p> <p>Contact Name: <u>Robyn Tobey Sweeting</u></p> <p>Contact Phone: <u>508.681.8117</u></p> <p>Contact Email: <u>robyn.sweeting@mwtribe-nsn.gov</u></p> <p>Contractor Name: _____</p> <p>Contractor Phone: _____</p> <p>Contractor Email: _____</p>	<p>CHECK ALL THAT APPLY</p> <p>Surrounding Area Description:</p> <p><input type="checkbox"/> Wetlands/Water <input type="checkbox"/> Historic <input type="checkbox"/> Nature Preserve</p> <p><input type="checkbox"/> Undeveloped <input type="checkbox"/> Urban <input type="checkbox"/> N/A</p> <p>Site Information: (on private property along service route)</p> <p><input type="checkbox"/> Sprinkler <input type="checkbox"/> Septic <input type="checkbox"/> Trees <input type="checkbox"/> Ledge/Rock</p> <p><input type="checkbox"/> Side Walk <input type="checkbox"/> Drive Way <input type="checkbox"/> Parking Lot</p> <p>Underground Utilities:</p> <p><input type="checkbox"/> Electric <input type="checkbox"/> Phone <input type="checkbox"/> Cable <input type="checkbox"/> Underground Oil Tank</p> <p>Customer Installation Expectations:</p> <p>Planned Natural Gas Equipment Installation Date: _____</p> <p>Requested Service-Main Installation Date: _____</p> <p>Estimated Meter Turn on Date: _____</p>
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This contract is subject to the Terms and Conditions on the back of this agreement. National Grid agrees to install gas service to the above Premise location. I understand that I may cancel this agreement, without obligation, at any time prior to the installation of the gas service line and main. I hereby authorize National Grid to install a natural gas service line to the Premise address listed above.

PAYMENT INFORMATION: Please do not send payment along with this contract. An invoice will be generated upon receipt of this application with the option to pay by check or credit card (Western Union transaction fees will apply). Please note: all invoices must be paid within sixty days.

Customer Contribution Towards Construction Cost: * \$ 0.00 , Customer to dig & provide backfill (EBBO) Yes No

*Customer quote is valid for 90 days from the date of the "National Grid Rep Signature" below. After 90 days, this amount is no longer valid and is subject to change.

Owner/Applicant Signature:  Chairman Date: 9/21/2023

National Grid Rep Signature: _____ Date: 8/11/23

<p>National Grid Use Only: Public Bldg: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Trench Paving: Yes <input type="checkbox"/> No <input type="checkbox"/> Estimated Length _____</p> <p>Number of Services: _____ Average Service Length _____</p> <p>Total Estimated Length: Service <u>65'</u> Main _____</p> <p>Intersecting Street: _____</p> <table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>Suite or Unit #</th> <th>Rate</th> <th>CFH</th> <th>ADTH</th> <th>Meter Size</th> <th>Delivery Pressure</th> <th>Margin</th> <th>MDCQ</th> </tr> </thead> <tbody> <tr> <td>BLDG</td> <td>G-41</td> <td>399</td> <td>279.30</td> <td>1X400</td> <td>7"W/C</td> <td>\$5.85</td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>TOTAL</td> <td> </td> <td>399</td> <td> </td> <td> </td> <td> </td> <td>\$5.85</td> <td> </td> </tr> </tbody> </table> <p>Target Date: _____ Account Location: <u>5453414740</u></p> <p>Work Order: Service <u>1556131</u> Main _____</p> <p>Easement Required: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Permits: <input type="checkbox"/> Town <input type="checkbox"/> State <input type="checkbox"/> Conservation <input type="checkbox"/> Private Way</p> <p>Existing Service Information (if applicable)</p> <p>Acct. #: _____ / _____ Rate: _____</p> <p>CFH: _____ Service Size: _____ Meter Size: _____</p>	Suite or Unit #	Rate	CFH	ADTH	Meter Size	Delivery Pressure	Margin	MDCQ	BLDG	G-41	399	279.30	1X400	7"W/C	\$5.85																																										TOTAL		399				\$5.85		<p>Sales Type: Sales Type:</p> <p><input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Conversion</p> <p><input type="checkbox"/> Rehab <input type="checkbox"/> Low Use</p> <p><input type="checkbox"/> Added Load <input type="checkbox"/> Oil</p> <p><input type="checkbox"/> Off-1-Year <input type="checkbox"/> Propane</p> <p><input type="checkbox"/> Rate Change <input type="checkbox"/> Electricity</p> <p>Meter Info: Main Info:</p> <p><input type="checkbox"/> Master Meter <input type="checkbox"/> On Main</p> <p><input type="checkbox"/> Company Owned <input checked="" type="checkbox"/> Long Side</p> <p><input type="checkbox"/> Customer Owned <input type="checkbox"/> Short Side</p> <p><input type="checkbox"/> Outside Meter <input type="checkbox"/> Off Main</p> <p>Activity Request:</p> <p><input type="checkbox"/> Eng Analysis</p> <p><input type="checkbox"/> Construction Est.</p> <p><input type="checkbox"/> Sold</p> <p><input type="checkbox"/> Project Managed</p> <p>____ LP ____ IP <u>X</u> HP Pre-Marked: _____</p>
Suite or Unit #	Rate	CFH	ADTH	Meter Size	Delivery Pressure	Margin	MDCQ																																																										
BLDG	G-41	399	279.30	1X400	7"W/C	\$5.85																																																											
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Notes: COMMERCIAL SERVICE: PLEASE INSTALL APPROX. 65' OF 1"PL SERVICE FROM EXISTING 60# 6"CS MAIN LOCATED IN MAIN ST TO SERVE #72 MAIN - POE#SEE MAP - 399CFH - 1X400 - 7"W/C

Terms and Conditions of Commercial Gas Service Agreement

1. Applicant agrees to pay National Grid to aid in the construction of the natural gas service line and associated main work required to provide service to the Premises. In the event that the actual service line length exceeds the estimated footage, National Grid may bill the property owner at a rate of (Excess Footage Fee) over the estimated service line length.
2. Once the meter is set, the Applicant becomes the customer of record and National Grid will commence billing the Applicant. The Applicant agrees to pay for gas service pursuant to the applicable rate classification and in accordance with National Grid's Terms and Conditions, as filed from time to time with the Massachusetts Department of Public Utilities.
3. National Grid will take reasonable measures to minimize damage to Applicant's property. For existing structures, National Grid will loam and reseed excavated areas and patch disturbed asphalt. Applicant is responsible for maintaining all reseeded areas.
4. National Grid will install the necessary natural gas distribution system to the site, subject to weather conditions and all federal, state and local codes and permit requirements. In the event that National Grid is unable to obtain the necessary permits to install the gas service line, National Grid shall not be obligated to perform such installation and this Agreement shall be null and void.
5. Notwithstanding the foregoing, National Grid may, at any time, terminate this Agreement without any further obligations, in the event of one of the following "Triggering Conditions": (a) it discovers that there is no active natural gas main in close proximity to Applicant's property for which a service connection can be made in a reasonably cost effective manner (b) it discovers conditions (including, without limitation, ledge, steep grades, and retaining walls), that would, in National Grid's judgment, materially increase the cost of installation, or (c) the fees for the required permits are significantly in excess of what is typical for such work (d) National Grid is unable to obtain the necessary permits to install the gas service line. In the event of a Triggering Condition, National Grid shall consider any Applicant proposals for an adjustment of price.
6. National Grid will not be responsible for delays or damages associated with the installation of a gas service line due to weather or the issuance of permits, nor will it be responsible for damages attributable to unforeseen conditions beyond its control.
7. (New Construction Only) Applicant shall construct, or cause the construction of all necessary water lines, sewer lines, roads and electrical lines, and will perform other necessary work required to prepare the site for the installation.
8. Applicant shall provide all easements and rights-of-way necessary for National Grid to install natural gas distribution lines required to provide service to the Premises.
9. National Grid will accept or modify the meter location shown on the front of this form based upon its installation requirements. All meters must be located on the exterior of the building.
10. Applicant assumes full and complete responsibility for any and all costs associated with any environmental contamination encountered by National Grid during the installation, including but not limited to the costs to clean up or remediate such contamination.
11. In the event that environmental contamination is encountered during the installation, all work shall cease and National Grid shall provide oral and written notice to the Applicant within a reasonable time. Thereafter, National Grid shall have no further obligations under this agreement.
12. Applicant shall, to the fullest extent permitted by law, indemnify, hold harmless and release National Grid, its parent company, affiliates and subsidiaries and their respective directors, officers, employees, agents, servants, representatives, successors and assigns from and against all claims, demands, liabilities or expenses related to environmental contamination at or in the vicinity of the Premises. This indemnity and release provision survives the expiration or termination of the Agreement and extends to the respective successors and assigns of National Grid and Applicant.
13. National Grid shall own the natural gas distribution system up to the outlet side of each individual customer meter.
14. All installations where excavating and back filling are to be performed by Applicant or his/her designee will be performed in compliance with National Grid's specifications, and the installation shall not commence until said trench is inspected and accepted by a representative of National Grid.
15. In the event that the gas equipment identified on the front of this agreement is not installed and in use within six months of the date of installation of the service line, the Applicant agrees to pay National Grid for the cost of installing all gas lines necessary to serve Premises, minus any prior contribution in aid of construction made to National Grid.
16. Prior to the start of the work described on the front of this agreement, Applicant is responsible for marking out any underground facilities on their property that are not marked out as a result of National Grid's notification of the Dig Safe system.
17. This Agreement may be modified only by a writing signed by National Grid and Applicant; any verbal representations or modifications by National Grid employees or others shall be null and void.
18. The laws of the Commonwealth of Massachusetts shall govern this Agreement.
19. If Applicant changes the primary fuel from natural gas to an alternate fuel source during the first five (5) years after billing commences, National Grid reserves the right to reevaluate the financial impact of this change and bill Applicant for a portion of its original investment.
20. If any terms of this Agreement or portions thereof are declared or become invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.
21. Customer quote is valid for 90 days from the date this Agreement is sent to the customer. After 90 days this amount is no longer valid and is subject to change.