

ORDINANCE NO. 232

AN ORDINANCE GRANTING TO CASCADE NATURAL GAS CORPORATION, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NATURAL AND/OR ARTIFICIAL GAS FRANCHISE AND THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN A GAS PLANT AND DISTRIBUTION SYSTEM IN THE TOWN OF GRANITE FALLS, WASHINGTON. THE CITY COUNCIL OF THE TOWN OF GRANITE FALLS, DO ORDAIN AS FOLLOWS:

GRANT

Section 1: The Cascade Natural Gas Corporation, a Washington corporation, its successors and assigns, by, and it is hereby granted the right, privilege and franchise to construct, operate and maintain in, through and along the present and future alleys, parkings, public and other places of said Town, mains, pipes, boxes, reducing and regulating stations, laterals, conduits, and connections, including service connections, together with all of the necessary appurtenances, for the purpose of supplying gas for heat, power, light and other purposes, to the said Town and the inhabitants thereof for the full term of this franchise subject, however, to the limitations herein set forth and provided.

TERM

Section 2: The rights, privileges and franchise hereby granted to and conferred upon the Grantee shall, unless this franchise be sooner terminated as herein provided, extend for the full term of twenty-five (25) years from the date of the acceptance hereof by the Grantee, its successors or assigns.

ORDINANCE AND ACCEPTANCE
CONSTITUTE CONTRACT

Section 3: This ordinance and the written acceptance thereof by the Grantee shall constitute and contract between the Town and the Grantee, and the same shall be binding upon and inure to the benefit of the successors and assigns of the Grantee under the limitations herein imposed.

GRANTEE TO
CONSTRUCT PLANT

Section 4: The Grantee, by the acceptance of this franchise, agrees that it will begin construction of a gas distribution in said

so that it will be in a position to supply gas to the Town of Granite Falls and its inhabitants within six months after a supply of natural gas is available in Snohomish County, Washington; provided, however, that if for any reason construction on said gas distribution plant in said Town is not started within eighteen months of the effective date of this franchise, then this franchise shall automatically terminate and all rights and privilege given hereunder shall cease at that time.

Mains of suitable size shall be laid in the alleys except where necessary to cross streets as determined by the Grantee, and shall be so laid as to make the gas supply of the Grantee available to the consumers of the Town of Granite Falls, any deviation therefrom to be with the consent of the Town Council. The Grantee shall submit a blueprint or map of the location of all mains in the streets, alleys, parkings and public places of said Town, which must be approved by the proper committee of the Town Council or whomever may act for it in such regard before the pipe is laid.

LAYING PIPE

Section 5: All pipe of the Grantee shall be laid at least fifteen inches below the surface of the streets and alleys of said Town and at least such depth below the bottom of all irrigation and drain ditches and in such a manner as not to interfere with any present public or private irrigation or drain ditches, drains, sewers, water mains, conduits, sidewalks, paving or other public improvements, all repairs thereto or replacements thereof entailed by the construction, operation and maintenance of said gas plant and enlargements thereof, which are contemplated herein, shall be as provided in Section 6. The said Town reserves the right to construct, change or repair any public improvements, and to change the grades of any streets and alleys, written notice of such intention and when such is to be done, where any part or parts of the gas distribution system herein contemplated is involved, to be first given the Grantee, and, if any such changes or repairs be made, the Grantee shall at its own expense lower, change or alter the pipe lines or appurtenances involved accordingly and in accordance with a standard practice or any regulations thereto pertaining, and the Grantee shall not interfere with the conduits, water lines, drains, sewers, sidewalks, paving or other public improvements of said Town or the public utilities herein. If practicable, no pipe line shall be laid closer than two feet to any water main or other pipe or conduits or other utilities.

REPAIRS AND REPLACEMENTS

Section 6: All earth, materials, sidewalks, paving, crossings or improvements of any kind disturbed, injured or removed by the Grantee shall be fully repaired or replaced promptly by

the Grantee, and the Grantee shall protect and save said Town harmless from any loss or damages thereon.

EXCAVATIONS TO BE SUPERVISED

Section 7: Any excavations by the Grantee in any of the streets, roads, alleys or public grounds within the limits of said Town shall be done in accordance with such reasonable rules, regulations, resolutions and ordinances now enacted or to be enacted by the government of said Town, relating to excavations in streets, alleys and public ground of said Town, and under the direction and supervision of the officials of said Town, who, from time to time, may be invested with the supervision over the streets and alleys of said Town.

MAPS, PLATS, RECORDS, ETC.

Section 8: The Grantee shall at all times keep maps and records showing the locations and sizes of all gas mains laid by it in said Town, and such maps and records shall be subject to inspection at all reasonable times in said Town by the proper officials or agents of said Town, and copies of said maps shall be furnished the Town for the use of its officials and agents.

FORFEITURE OF FRANCHISE

Section 9: In case of failure on the part of the Grantee, its successors or assigns to comply with any of the provisions of this ordinance, or if the Grantee, its successors or assigns do or cause to be done any act or thing prohibited by or in violation of the terms of this ordinance, the Grantee, its successors or assigns shall forfeit all rights and privileges granted by this ordinance and all rights thereunder shall cease; provided that such forfeiture shall not occur or take effect until said Town shall carry out the following proceedings and procedures:

Before said Town may proceed to forfeit said franchise as in this section provided, it shall first serve written notice upon the manager of the Grantee, its successors or assigns, as provided by law for the service or summons, and upon the trustee or trustees under any mortgage or trust instruments, if any, filed or recorded in Snohomish County, Washington, and any other representatives of investors, if any of which there is a filing or record in such county, by mailing by registered mail to such trustee, trustees, representative or representatives if any, written notice, all such notices to set forth clearly and in detail the failure or violation complained of, and the Grantee, its successors or assigns shall have ninety days thereafter in which to comply with the conditions of this franchise. If such failure or

violation continue beyond said ninety days, the Town may bring action in the Superior Court of the State of Washington in and for the County, or any other court of competent jurisdiction, to forfeit said franchise, and if such court shall find, and such findings be sustained on appeal, if any that the Grantee, its successors or assigns shall have failed in any material and substantial respect to comply with this ordinance, so that said Town's rights have been materially and substantially affected thereby, or that the Grantee, its successors or assigns shall have done or caused to be done any act or thing prohibited by or in violation of the terms of this ordinance, so that said Town's rights have been materially and substantially affected thereby, and that the ground or grounds of forfeiture set forth in the notice had not been cured at the time of commencement of suit, then the Town shall have the right to have the court enter judgment declaring this franchise forfeited and assessing the costs of such action against the Grantee, its successors or assigns; provided, however, that any such failure, default or violation shall not constitute ground for forfeiture if due materially, substantially and reasonably to act of God, fire, flood, storm, or other element or casualty, theft, war, disaster, strike, lock-out, boycott, labor disturbance or disruption, governmental authority, allocations, rules or regulations, shortages of material or labor, shipping or transportation shortages, prevailing war or war preparation induced conditions, or bona fide legal proceedings, beyond the control of the Grantee, its successors or assigns.

REMEDIES TO ENFORCE COMPLIANCE

Section 10: The Town , in addition to its right to forfeit this ordinance and franchise, as provided in Section 9, reserves and has the right to pursue any remedy to compel or enforce the Grantee, its successors or assigns to comply with the terms hereof and furnish the service herein called for, and the pursuit of any right or remedy by the Town shall not prevent the Town from thereafter declaring a forfeiture for any reason herein stated, nor shall the delay of the Town in declaring a forfeiture stop it from thereafter doing so, unless the action of the Town shall have prevented, caused or contributed materially to the failure to perform or do the act or thing complained of.

ASSIGNMENT OF FRANCHISE

Section 11: This franchise may be assigned in accordance with the laws of the State of Washington.

RESERVATION OF POWERS
BY GRANTEE

Section 12: The Town of Granite Falls reserves the right to establish by ordinance any rules and regulations which it may see fit to make, in the event the public service commission of the State of Washington should be abolished or cease to exist or for any other reason, and this franchise is granted subject to any tax measures now in effect of hereafter inacted by the Town Council of the Town of Granite Falls.

LIABILITY INSURANCE

Section 13: The Grantee shall at all times during the term of this franchise keep in full force and effect, public liability insurance in the amount of \$300,000.00.

SAVING CLAUSE

Section 14: If any clause, sentence or section of this ordinance be held void by any court, it shall not affect the balance hereof.

EFFECTIVE

Section 15: This ordinance shall take effect and commence in full force on the day next following the expiration five days from and after the date of its publication as provided by law, provided and upon the acceptance thereof by the Grantee, its successors or assigns. Upon its taking effect all other ordinances inconsistent or in conflict with said ordinance are hereby repealed.

INTRODUCED AND PASSED by the Town Council, and APPROVED by the Mayor of the Town of Granite Falls, Washington, this 14th day of February, 1968.

JACK WEBB, Mayor

ATTEST:

ILENE LARSON, Clerk

PUBLISHED: February 22 and 29, 1968

CERTIFICATION

I, ILENE LARSON, hereby certify the foregoing to be a true and correct copy of Ordinance No. 232.

ILENE LARSON, Clerk