

TOWN OF BASS BROOK

Ordinance No. THIRTEEN

An Ordinance of the Town of Bass Brook, Minnesota granting to Northern Minnesota Utilities, Division of UtiliCorp United Inc., its leases, successors and assigns a non-exclusive franchise authority for a period of twenty-five (25) years to erect, maintain and operate, a gas distribution system and any and all necessary mains, pipes, services and other appurtenances thereunto appertaining in, upon, over, across and along the streets, alleys, bridges, and public places of the said Town, and for the transmission, distribution and sale of natural and/or mixed gas for lighting, heating, transmitting, transporting and conveying such gas into, through or beyond the immediate limits of said Town to other cities, towns and customers, and prescribing the terms and conditions under which the said Company is to operate.

The Town Board of Bass Brook, Minnesota Ordains:

Section 1

That Northern Minnesota Utilities, Division of UtiliCorp United Inc., its lessees, successors and assigns, hereinafter referred to as Grantee, be and are hereby granted a non-exclusive authority for a period of twenty-five (25) years, to erect, construct, maintain and operate, a gas distribution system and any and all necessary mains, pipes, services and other appurtenances and equipment thereunto appertaining in, upon, over, across and along the streets, alleys, bridges and public places in the Town of Bass Brook, Minnesota for the transmission, distribution and sale of natural and/or mixed gas for lighting, heating, industrial and all other uses and purposes in said town and for the purpose of transmitting, transporting and conveying such gas into, through or beyond the immediate limits of said town to other cities, towns and customers.

Section 2

Whenever the Grantee, in the construction of maintenance of its system or in the installation of any extension thereto, shall cut into or take up any pavement or shall make any excavation in any street, avenue, alley or public place, within the corporate limits of the Town of Bass Brook, Minnesota the same shall be done in a manner so as not to unreasonably interfere with the use of such thoroughfares by the public. The Grantee shall use such safeguards as may be necessary to prevent injury to persons or property during such construction work and upon its completion, all pavement shall be replaced in as good condition as it was before taken up. All excavations shall be refilled and all obstructions shall be removed at the expense of the Grantee and to the satisfaction of the Grantor. In the event that the Grantee shall fail to comply with the provisions of this Section after having been given reasonable notice, the Grantor may do such work as may be needed to properly repair said thoroughfare and the cost thereof shall be repaid to the Grantor by the Grantee.

Section 3

The Grantee in constructing and maintaining said gas distribution system, and in entering and using said street, highways, avenues, alleys and public places in the Town of Bass Brook, Minnesota and in laying and installing its mains, services, piping, and related appurtenances and equipment, shall not in any manner interfere with or

injure any improvement which said City now has or may hereafter have upon any of its streets, alleys, highways, or public places.

Section 4

Grantee agrees for and in behalf of itself, its lessees, successors and assigns, that for and during the term and period of this grant, it will maintain in the City an adequate, modern, standard and sufficient gas system and equipment and to maintain and operate the same in a modern and adequate fashion consistent with its General Terms and Conditions as provided for in its Minnesota Public Utilities Commission approved tariff, as may be amended from time to time.

Grantee will from time to time during the term of this Ordinance make such enlargements and extensions of its distribution system as the business of the Grantee and the growth of said Town justify, in accordance with its General Terms and Conditions relating to customer connections and main and service line extensions currently in effect and on file with the Minnesota Public Utilities Commission or other competent authority having jurisdiction in the premises; provided, however, that no obligation shall extend to, or be binding upon the Grantee, to construct or extend its mains or furnish natural gas or natural gas service within said Town if Grantee is, for any reason, unable to obtain delivery of natural gas at or near the corporate limits of said Town or an adequate supply thereof to warrant the construction or extension of its mains, for the furnishing of such natural gas or gas service; provided, that Grantee shall not be liable to the Town of Bass Brook or its inhabitants, by reason of the failure of Grantee to deliver, or of the Town or a customer to receive, natural gas as a result of acts of God, or the public enemy, inability of a pipeline supplier to furnish an adequate supply due to an emergency, or to a decision of public regulatory body, labor dispute, or other acts beyond the control of the party affected; and, provided further, that whenever any of the occurrences named above take place, Grantee shall have the right and authority and it shall be its duty to adopt reasonable rules and regulations in connection with limiting, curtailing or allocating extensions of service or supplying of gas to any customers or prospective customers, and withholding the supplying of new customers, provided that such rules and regulations may be uniform as applied to each class of customer or prospective customer, and shall be nondiscriminatory as between communities receiving service from the Grantee.

Section 5

Grantee agrees for and in behalf of itself, its lessees, successors and assigns, that all authority and rights in this Ordinance contained shall at all times be subject to all rights, power and authority now or hereafter possessed by the Town of Bass Brook, Minnesota, to regulate the manner in which grantee shall use the streets, alleys, bridges and public places of said Town and concerning the manner in which Grantee shall use and enjoy the franchise herein granted.

Section 11

The Company, prior to the laying or relaying of any mains under this franchise, shall present to the Council for approval, a complete plat showing the location and size of all proposed mains, and upon such approval, such plat shall be filed with the City Clerk. Failure of the city to insist upon this provision shall not be deemed to waiver thereof.

Section 12

If any portion of this franchise is found to be invalid for any reason whatsoever, the validity of the rest of this franchise shall not be affected.

Section 13

This franchise shall cover the entirety of the Town of Bass Brook which is legally described as all of Township 55 North, Range 26, West of the Fourth Principal Meridian, Itasca County, Minnesota, save except that portion described as follows:

Southwest Quarter of Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 3 lying south of the Burlington Northern Railway right-of-way; all of Sections 4 and 5 lying south of the Burlington Northern Railway right-of-way; all of Section 6; all of Section 7 lying north of Blackwater Lake; the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$), Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$), the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) and Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 10 lying north of the Mississippi River and Blackwater Lake; and all of Section 18 lying north of the Mississippi River and Blackwater Lake, all in Township 55 North, Range 26 West of the Fourth Principal Meridian, Itasca County, Minnesota.

Section 14

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and the acceptance thereof by the Grantee.

If the Grantee does not within (sixty) 60 days following the passage of this Ordinance express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, the Grantee shall be deemed to have accepted this Ordinance and the terms and conditions of the franchise contained therein.

Passed, adopted and approved this 13th day of November, 1990.

Robert Fieldsend
Chairman - Robert Fieldsend

Bass Brook Town Board of Supervisors

Attest:

Diana Skelly
City Clerk Diana Skelly
Twp.
Seal

Date of Publication: November 25, 1990

Effective Date: November 25, 1990