

RESOLUTION NO. R20-74

A RESOLUTION GRANTING MONTANA-DAKOTA UTILITIES COMPANY A
FRANCHISE AGREEMENT WITH THE CITY OF LAUREL

WHEREAS, the City of Laurel possesses self-governing powers including the general powers set forth in Title XI of the Montana Constitution, Title 7 of the Montana Code Annotated and Laurel City Ordinance O04-06 to require Franchises Agreements with applicants prior to them performing activities in, on, under or above a public right-of-way within the City of Laurel; and

WHEREAS, Montana Dakota Utilities Co. has applied for a fifteen (15) year Franchise Agreement pursuant to Laurel City Ordinance O04-06; and

WHEREAS, Montana Dakota Utilities Co.'s application is in compliance with Ordinance O04-06, and it is in the best interests of the City to grant the Franchise Agreement, attached hereto, to Montana Dakota Utilities Co. for a term of fifteen (15) years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that Montana-Dakota Utilities, Co., Franchise Agreement, attached hereto, is hereby approved and affirmed under the authority of Laurel City Ordinance O04-06.

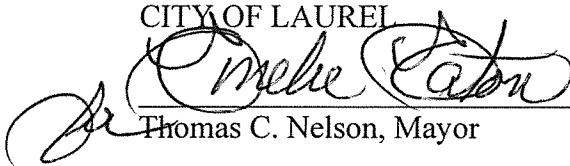
BE IT FURTHER RESOLVED, this resolution is approved retroactive to September 6, 2020.

Introduced at a regular meeting of the City Council on October 27, 2020, by Council Member Sparks.

PASSED and APPROVED by the City Council of the City of Laurel this 27th day of October 2020.

APPROVED by the Mayor this 27th day of October 2020.

CITY OF LAUREL



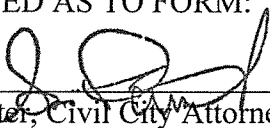
Thomas C. Nelson, Mayor

ATTEST:



Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:



Sam Painter, Civil City Attorney

FRANCHISE AGREEMENT

AN AGREEMENT BETWEEN THE CITY OF LAUREL, MONTANA, A MUNICIPAL CORPORATION, AND MONTANA-DAKOTA UTILITIES CO., A CORPORATION, ITS SUCCESSORS AND ASSIGNS, GRANTING THE FRANCHISE AND RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE, WITHIN AND UPON, IN AND UNDER THE STREETS, ALLEYS AND PUBLIC GROUNDS OF THE

CITY OF LAUREL

A GAS DISTRIBUTION SYSTEM FOR TRANSMITTING AND DISTRIBUTING VAPORIZED NATURAL GAS PRODUCTS AND/OR MANUFACTURED GAS FOR PUBLIC AND PRIVATE USE.

BE IT AGREED BY

THE CITY OF LAUREL AND MONTANA-DAKOTA UTILITIES CO.

SECTION I. For the convenience, herein, said municipal corporation is designated and referred to as "Municipality" and Montana-Dakota Utilities Co. is designated and referred to as "Grantee." Any reference to either includes their respective successors and assigns.

SECTION II. There is hereby granted to Grantee, subject to the limitations herein stated, the right and franchise to occupy and use the streets, alleys and public grounds of the Municipality as now, or hereafter constituted, for the purpose of constructing, maintaining, and operating, within, upon, in and under the same, a gas distribution system for transmitting and distributing vaporized natural gas products and/or manufactured gas for public and private use.

SECTION III. Grantee shall maintain an efficient distribution system for furnishing vaporized natural gas products and/or manufactured gas for public and private use at such reasonable rates as may be approved by the Public Service Commission of the state wherein said Municipality is located and under such orders, rules or regulations as may be issued by a federal or state agency having jurisdiction thereof.

SECTION IV. This franchise shall not be exclusive and shall not be construed to prevent the Municipality from granting to any other party the right to use the streets, alleys, and public grounds of the Municipality for like purposes.

SECTION V. The Municipality reserves any right it may have, under its police power, or otherwise, to control or regulate the use of said streets, alleys, and public grounds by Grantee.

SECTION VI. Grantee shall indemnify and save and hold the Municipality harmless from any loss or damage due to the construction, installation, and maintenance of its distribution system, and its use of the streets, alleys, and public grounds of the Municipality.

SECTION VII. Grantee shall repair all damages to any Municipal property, street, alley or public grounds caused as a result of Grantee's construction, installation or maintenance of its gas distribution system.

SECTION VIII. Grantee shall perform and pay for any construction required for the operation of its system. Any construction shall conform to the Standards for Public Works Improvements and the Rules and Regulations Governing Utility Services and Streets for the Municipality to the extent the Municipality's standards, rules and regulations do not conflict with any applicable federal or state laws as well as any Montana Public Service commission regulations. All work is subject to the approval and review of the Municipality's Public Works Director.

SECTION IX. Grantee shall have the right to assign this franchise to any party, or corporation, but all obligations of Grantee hereunder shall be binding upon its successors and assigns.

SECTION X. Municipality reserves the right to revoke this Agreement pursuant to a violation of Laurel Municipal Ordinance No. 004-06, and enforce penalties provided therein.

SECTION XI. This Franchise Agreement shall continue and remain in full force and effect for a period of fifteen (15) years from the date upon which this Agreement is adopted by the Municipality.

MUNICIPALITY:

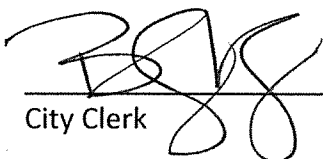
Adopted the 2TH day of October, 2020.

CITY OF LAUREL



Mayor

ATTEST:



City Clerk

GRANTEE:

Montana-Dakota Utilities Co.

By: See attached

Eric P. Martuscelli
Vice President – Field Operations

Title

SECTION VII. Grantee shall repair all damages to any Municipal property, street, alley or public grounds caused as a result of Grantee's construction, installation or maintenance of its gas distribution system.

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MUNICIPALITY:

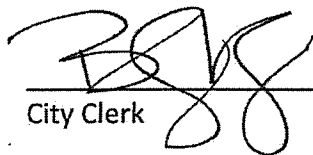
Adopted the 27th day of October, 2020.

CITY OF LAUREL



Mayor

ATTEST:



City Clerk

GRANTEE:

Montana-Dakota Utilities Co.

By: 

Eric P. Martuscelli
Vice President – Field Operations

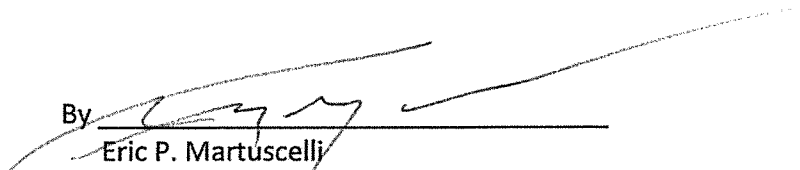
Title

ACCEPTANCE OF FRANCHISE

Montana-Dakota Utilities Co., a corporation, hereby accepts the terms and conditions of that certain Franchise Agreement approved by the governing body of the City of Laurel, Yellowstone County, Montana, the same being an agreement granting to Montana-Dakota Utilities Co., its successors and assigns, a franchise to construct, maintain and operate, within and upon, in and under the streets, alleys and public grounds of said City of Laurel, Yellowstone County, Montana, a gas distribution system for transmitting and distributing vaporized natural gas products and/or manufactured gas for public and private use, and defining the extent and conditions of such rights and privileges, which agreement was duly and finally passed, adopted and approved by the governing body of the City of Laurel on the 27th day of October, 2020.

Dated this 17th day of November, 2020.

Montana-Dakota Utilities Co.

By 
Eric P. Martuscelli
Vice President - Field Operations

I, the undersigned, the duly elected, qualified and acting Auditor of the City of Laurel, State of Montana, do hereby certify that I received the within Acceptance of Franchise on this 24th day of November, 2020, and on said date duly filed the same in my office.


City Clerk

(SEAL)