

AN ORDINANCE GRANTING TO NORTHERN UTILITIES DIVISION OF KANSAS-NEBRASKA NATURAL GAS COMPANY, INC., A KANSAS CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE RIGHT AND FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE IN, ON AND UNDER THE PRESENT AND FUTURE STREETS, ALLEYS, LANES, AVENUES, PARKWAYS, UTILITY EASEMENTS, PUBLIC PLACES AND WAYS OF THE TOWN OF MILLS, NATRONA COUNTY, WYOMING, A NATURAL GAS DISTRIBUTION SYSTEM FOR THE PURPOSE OF SUPPLYING NATURAL GAS SERVICE TO THE TOWN OF MILLS, WYOMING, THE INHABITANTS THEREOF, AND PERSONS AND CORPORATIONS WITHIN AND BEYOND THE LIMITS THEREOF, FOR A TERM OF TEN (10) YEARS, SUBJECT TO THE TERMS AND CONDITIONS AND TO THE MAKING OF PAYMENT SPECIFIED IN THE ORDINANCE; PROVIDING FOR THE REPEAL OF ANY AND ALL CONFLICTING ORDINANCES HEREWITH.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF MILLS, WYOMING:

SECTION 1. The Town of Mills, Natrona County, Wyoming, hereinafter called "Town" does hereby grant to Northern Utilities Division of Kansas-Nebraska Natural Gas Company, Inc., a Kansas Corporation, authorized to do business in the State of Wyoming, and to its successors and assigns, hereinafter called "Grantee", a right and franchise for a period of ten (10) years from and after the effective date of this Ordinance, to construct, maintain, and operate in, on and under the present and future streets, alleys, lanes, avenues, parkways, utility easements, public places and public ways of the Town of Mills, hereinafter referred to as "streets", a system of gas mains, supply pipes and laterals, with all necessary or desirable appurtenances, for the purpose of supplying natural gas and natural gas service to the Town of Mills, the inhabitants thereof, and persons and corporations within and beyond the limits thereof, subject to the terms and conditions and to the making of payments hereinafter specified.

SECTION 2. Grantee shall construct and maintain said gas mains, supply pipes and laterals, with all necessary or desirable appurtenances in accordance with good engineering practice and in such manner as not to interfere with the use of said streets

for travel, and whenever it shall be necessary in the construction or maintenance of any gas mains, supply pipes, laterals or necessary or desirable appurtenances, to dig or in any manner to disturb or interfere with any of said streets, the Grantee shall, within a reasonable time thereafter, restore such street to as near the original condition as it was before it was broken, dug or disturbed, as it is practical to do, and shall remove all surplus rubbish or other material from the streets.

SECTION 3. No manholes or other fixtures or appliances shall be constructed as to extend above the grade line of the streets, where the same may be situated, as such grade is established by the Town of Mills prior to commencement of construction for such manholes and improvements except with the specific permission of the Mayor and Town Council.

SECTION 4. Grantee shall place on file in the office of the Town Clerk of the Town of Mills a complete and true copy of its most recently revised plat or map, or set of plats or maps, showing the location of mains and valves and other appurtenances. Said plat or map shall be kept up-to-date as often as revisions are made.

SECTION 5. Grantee shall furnish for public and private use during the term hereof and under the conditions of this franchise, natural gas at the rates and prices and in accordance with tariffs filed and fixed by the Public Service Commission of the State of Wyoming or approved by said Commission and in accordance with the laws and constitution of the State of Wyoming.

SECTION 6. As a consideration for all franchise rights and contractual privileges granted by the Town under the franchise hereby granted, Grantee shall pay to the Town an amount equal to one percent (1%) of Grantee's gross revenue from and after January 1, 1975 as said term is defined herein. Such payments shall be made monthly on or before the 25th day of each month during the term hereof and shall be computed upon the gross operating revenue accrued during the previous month or portion thereof.

The term "gross revenue" as used herein shall mean and be construed as Grantee's gross operating revenue accruing during the preceding month or fraction thereof from the sale of natural gas service within the corporate limits of the Town, after deducting therefrom any amounts paid by Grantee as excise or sales taxes.

The amount so payable by Grantee shall not be in addition to any other license, occupation, franchise or excise Taxes or charges which might otherwise be levied or collected by the Town from Grantee in respect to Grantee's gas business or of the exercise of this franchise within the corporate limits of the Town, and the amount of any such license, occupation, franchise, or excise taxes or other charges for corresponding periods shall be reduced by deducting therefrom the franchise fee or charge payable hereunder by Grantee; provided that, this provision shall not apply or pertain to lawful ad valorem taxes levied by the Town or other public authority against Grantee's property within the Town.

SECTION 7. Grantee hereby agrees and covenants to indemnify and save harmless the Town and officers thereof against and from any and all claims, and all damages, cost and expense to which it or they may be subjected by reason of any acts or neglects of Grantee, or its agents or servants, in any manner arising out of construction, maintenance or operation of any property of Grantee in or on or under any of said streets.

SECTION 8. Grantee is hereby given the right to make and enforce reasonable rules and regulations in the conduct of its business and before furnishing service, may require the execution of a contract therefor and a reasonable deposit to insure payment for all service rendered, and shall have the right to contract with each consumer with reference to the installation of service pipes and the control of service pipes from the connection thereof with Grantee's pipelines in the streets, to and including the meter location on the consumer's premises. For the purpose of securing safe, efficient and good service to the consumer, and in the public interest, the Grantee shall have the right to prescribe the size and kinds of pipes to be used by the consumer, in conveying gas on the consumer's premises and shall have the right to refuse service to any consumer who neglects or refuses to comply with Grantee's rules and regulations prescribed under

the provisions of this section.

SECTION 9. Upon this franchise becoming effective, but not otherwise, any and all other ordinances in conflict herewith are hereby repealed.

SECTION 10. Within thirty (30) days from and after the passage of this Ordinance, the Grantee, or its authorized officers or agents, shall file with the Town its written acceptance of the terms, conditions and provisions of this Ordinance.

SECTION 11. Permission is hereby granted to Northern Utilities Division of Kansas-Nebraska Natural Gas Company, Inc., its successors and assigns, to assign this franchise and all rights hereunder, subject, however, to the approval of the Public Service Commission of Wyoming, and upon assignment of this franchise in accordance herewith, said successors and assigns, whether individuals or corporations, shall become entitled to all of the rights and privileges granted and shall assume all of the obligations and duties herein provided.

SECTION 12. This Ordinance shall be in full force and effect from and after passage on three readings.

PASSED ON FIRST READING the 3 day of September, 1975.

PASSED ON SECOND READING the 17 day of September, 1975.

PASSED, APPROVED and ADOPTED on THIRD and FINAL READING the 24th day of September, 1975.

TOWN OF MILLS, a Municipal Corporation

By: *J. A. Wilcox*
Mayor

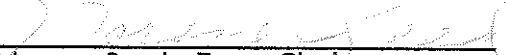
Attest:

Norene Reed
Norene Reed, Clerk of Town of Mills,
a Municipal Corporation

I, Norene Reed, Town Clerk of the Town of Mills, Wyoming, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 236, entitled "AN ORDINANCE GRANTING TO NORTHERN UTILITIES DIVISION OF KANSAS-NEBRASKA NATURAL GAS COMPANY, INC., A KANSAS CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE RIGHT AND FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE IN, ON AND UNDER THE PRESENT AND FUTURE STREETS, ALLEYS, LANES, AVENUES, PARKWAYS, UTILITY EASEMENTS, PUBLIC PLACES AND PUBLIC WAYS OF THE TOWN OF MILLS, NATRONA COUNTY, WYOMING, A NATURAL GAS DISTRIBUTION SYSTEM FOR THE PURPOSE OF SUPPLYING NATURAL GAS TO THE TOWN OF MILLS, THE INHABITANTS THEREOF, AND PERSONS AND CORPORATIONS WITHIN AND BEYOND THE LIMITS THEREOF, FOR A TERM OF TEN (10) YEARS, SUBJECT TO THE TERMS AND CONDITIONS AND TO THE MAKING OF PAYMENT SPECIFIED IN THE ORDINANCE; PROVIDING FOR THE REPEAL OF ANY AND ALL CONFLICTING ORDINANCES HEREWITH." Passed on third reading by the Town Council of the Town of Mills, Wyoming, at a regular meeting held at the Council Chambers on the 24th day of September, 1975.

Sign: 
Norene Reed, Town Clerk

I, regularly appointed, duly qualified and acting town clerk of the Town of Mills, Wyoming, do hereby certify that signed, attested, sealed and certified copies of this Ordinance No. 236 approved and passed as certified above, were, following its passage by the Town Council, posted up in the Town Clerk's office and the Mills Post Office for a period of ten(10) days as required by law; that it took effect and became in force as a legal Ordinance of the Town of Mills, Wyoming, on the 10th day of October, 1975.

Sign: 
Norene Reed, Town Clerk

ACCEPTANCE OF MILLS GAS FRANCHISE

KNOW ALL MEN BY THESE PRESENTS, THAT NORTHERN UTILITIES
DIVISION OF KANSAS-NEBRASKA NATURAL GAS COMPANY, INC., a
Corporation, organized and existing under and by virtue of the laws of the State
of Wyoming, as grantee in the foregoing franchise ordinance, acknowledges
receipt of a copy thereof and accepts the terms and conditions contained therein.

DATED the ____ day of _____, 1975.

NORTHERN UTILITIES DIVISION
of Kansas-Nebraska Natural Gas Co., Inc.

By: _____
Edwin V. Magagna
Exec. Vice President, Administration

ATTEST:

Asst. Secretary