

Chapter 5.36

FRANCHISES

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5.36.010 Grantee. There is hereby granted to the Montana Power Company, a corporation; its successors and assigns (hereinafter called the "Grantee"), the right, privilege and franchise for the full period of (30) thirty years from the effective date hereof and thereafter until and unless otherwise provided by ordinance to construct, equip, lay, maintain and operate in, under, upon, over and across the streets, avenues, alleys, highways, bridges, easements and other public places in the City of Harlowton, County of Wheatland, State of Montana, as now or hereafter constituted; mains, pipes, conduits, manholes, reducing and regulating stations and all other appurtenances and accessories for the purpose of transporting, conveying, distributing, supplying and selling natural gas or artificial gas, or a mixture of natural and artificial gas for light, heat, power and other purposes, at rates fixed and allowed by the Public Service Commission of Montana, and the Grantee agrees to file with the clerk of the City of Harlowton, the schedule of rates thus fixed and allowed.

5.36.020 Grantee to Extend Gas Mains and Pipes. The Grantee shall extend its gas mains and pipes to such parts of said city as the consumption of gas shall justify.



5.36.030 Grantee to Supply Gas of Adequate Quantity. The Grantee, at all times during the existence of this franchise, shall use its best efforts to obtain and supply a continuous, sufficient and adequate quantity of gas for use by said city and its inhabitants, provided, however, that Grantee shall in no ways be liable to said city or to its inhabitants, because of the interruption or discontinuance of the supply of gas by cause beyond the reasonable control of Grantee.

5.36.040 Grantee not to Discontinue Gas. Grantee shall not discontinue the distribution of gas through its distributing system or any portion thereof, for an unreasonable length of time for the purpose of making repairs and extensions, but Grantee shall not be liable to the city or to any consumers for damages caused by such temporary discontinuance or interruption of the delivery of gas, provided that such repairs and extensions are made with reasonable diligence.

5.36.050 Grantee to Carry Out Provisions. All work done in, under, upon, over and across the present and future streets, avenues, alleys, highways, bridges, easements and other public places in the City of Harlowton, Montana, by Grantee for the purpose of carrying out the provisions of this franchise shall be done and performed in a good and workmanlike manner. When any street, alley or other public place in said city is excavated or damaged by Grantee by reason of such work, the Grantee shall restore such street, alley or public place to its former condition as early as practicable.

If at any time a change in the grade or plan of any street, alley, or public place shall be made by order of the proper city officials, the Grantee shall without expense to the City of Harlowton, Montana, make such changes in the location of its pipes and facilities as the change of the grade or plan of the street, alley, or public place makes necessary, which said changes shall be made as soon as possible after said Grantee shall have received notice from the proper city official having the same in charge.



2.15.055 Grantor to Hold City Franchise Grantor shall hold the City of Harrison, Harrison from all costs and damages which shall or may accrue to said City by reason of the neglect, default or misconduct of the Grantor in connection with the exercise of its rights hereunder.

2.15.070 Right and Authority to Make Assignments Grantor is hereby given the right and authority to make assignments of this right, privilege or franchise, and its rights hereunder, all assignments to be bound to the same extent as the original Grantor.

2.15.080 Passing Ordinances to Protect Grantor The City of Harrison shall pass all ordinances necessary or desirable to protect the property and rights of said Grantor and to enable said Grantor to enforce any of its reasonable rules and regulations for the management, operation and control of the service hereunder, and shall pass any reasonable ordinance or ordinances that may be necessary or desirable in order fully to confirm to said Grantor the rights herein or hereby granted or intended so to be.

2.15.090 City has Right to Make Other Grants Nothing in this ordinance contained shall be held or construed to grant any exclusive rights or privileges, but the City of Harrison, reserves to itself the right at any time to make such other grants or extend such other privileges to any other person or persons, company or corporation, for the use of its streets, alleys or other public places or any thereof for the purpose as the City Council may by ordinance from time to time determine.

2.15.100 Forfeiture Failure of the part of Grantor to comply in any substantial respect with any of the provisions of this franchise shall be grounds for forfeiture thereof, but no such forfeiture shall take effect if the reasonableness of the property thereof is protected by Grantor until and unless a court of competent jurisdiction (with right of appeal in either party) shall have found that said Grantor failed to comply in a substantial respect with any of the provisions of this franchise, and Grantor shall have six (6) months after the final determination of said question to make good the default before a forfeiture shall result, with the right in the City Council, at its discretion to grant such additional time to the Grantor for compliance, as necessary in the case any forfeiture.

5.36.060 Grantee to Hold City Harmless From Cost. Grantee shall hold the City of Harlowton, harmless from all costs and damages which shall or may accrue to said city by reason of the neglect, default or misconduct of the Grantee in connection with the exercise of its rights hereunder.

5.36.070 Right and Authority to Make Assignments. Grantee is hereby given the right and authority to make assignments of this right, privilege or franchise, and its rights hereunder, all assignees to be bound to the same extent as the original Grantee.

5.36.080 Passing Ordinances to Protect Grantee. The City of Harlowton shall pass all ordinances necessary or suitable to protect the property and rights of said Grantee and to enable said Grantee to enforce any of its reasonable rules and regulations for the management, operation and control of the service hereunder, and shall pass any reasonable ordinance or ordinances that may be necessary or suitable in order fully to confirm to said Grantee the rights herein or hereby granted or intended so to be.

5.36.090 City has Right to Make Other Grants. Nothing in this ordinance contained shall be held or construed to grant any exclusive rights or privileges, but the City of Harlowton, reserves to itself the right at any time to make such other grants or extend such other privileges to any other person or persons, company or corporations for the use of its streets, alleys or other public places or any thereof for the purpose as the city council may by ordinance from time to time determine.

5.36.100 Penalties. Failure of the part of Grantee to comply in any substantial respect with any of the provisions of this franchise shall be grounds for forfeiture thereof, but no such forfeiture shall take effect if the reasonableness or the propriety thereof is protested by Grantee until and unless a court of competent jurisdiction (with right of appeal in either party) shall have found that said Grantee failed to comply in a substantial respect with any of the provisions of this franchise, and Grantee shall have six (6) months after the final determination of said question to make good the default before a forfeiture shall result, with the right in the city council, at its discretion to grant such additional time to the Grantee for compliance, as necessities in the case may require.