

ORDINANCE NO. 10

An ordinance granting a franchise to Midwest Natural Gas, Inc., its successors and assigns, to operate and maintain a gas plant, gas system, or both in the Town of Greenfield of La Crosse County, Wisconsin, setting forth conditions accompanying the grant of franchise, and prescribing penalty for the violation of its provisions.

Be it ordained by the Town Board of the Town of Greenfield, La Crosse County, Wisconsin:

SECTION 1. GRANT OF AUTHORITY. There is hereby granted to the Midwest Natural Gas, Inc., a Wisconsin corporation, its successors and assigns, hereinafter, referred to as "Company", the right and privilege to acquire, erect, construct, operate and maintain a gas plant, gas system or both and to import, transport, sell and distribute gas, whether natural, manufactured, mixed or propane within the Town of Greenfield, and for these purposes to establish the necessary facilities and equipment and to lay and maintain gas mains, service pipes and any other appurtenances necessary to the sale and distribution of gas in and along the streets, alleys and other public ways and places of the Town of Greenfield; provided, however, that nothing herein shall prevent or limit any person from importing, transporting, selling or distributing liquid petroleum or liquid propane gas within said Town. This ordinance shall be void if the Company shall not have commenced to provide service within a Three-year period after acceptance date.

SECTION 2. CONDITIONS OF STREET OCCUPANCY.

1. USE: All pipes, mains and other natural, artificial or mixed gas equipment and apparatus laid or placed by the Company shall be so located in the streets, alleys, public ways and places in the Town of Greenfield, as not to obstruct or interfere with any waterpipes, sewers, drains or other structures. The Company shall, when practicable, avoid interfering with the use of any street, alley or other highway where the paving or surfacing of such street, alley or other highway would be disturbed. Proposed location of all pipes and mains shall be submitted to the Town Board of the Town of Greenfield or its designated committee, to co-ordinate the best interests of the Town of Greenfield and the Company.

2. RESTORATION: If the Company shall disturb any pavement, sidewalk, street, alley, driveway or other surfacing, then in such events, the Company shall, at its own cost and expense and in a manner approved by the Town of Greenfield replace and restore to a condition as good as that before such disturbance, any such disturbed pavement, driveway, sidewalk, street, alley or other surfacing.

3. RELOCATION: In the event that at any time during the period of this franchise the Town of Greenfield shall lawfully elect to alter or change the grade of any street, alley, or other public place or way, the Company, upon reasonable notice by the Town of Greenfield shall remove, re-lay and relocate, at its own expense, the Company's pipes, mains and other gas fixtures.

SECTION 3. SERVICE AND RATES. The Company shall render efficient service and charge fair and reasonable rates in accordance with the rules and regulations of the Public Service Commission of Wisconsin.

SECTION 4. COMPANY RULES. The Company shall have the power and authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable the Company to exercise its rights and to perform its obligations under

this franchise in accordance with the rules and regulations of the Public Service commission of Wisconsin.

SECTION 5. COMPANY LIABILITY – INDEMNIFICATION. It is expressly understood and agreed by between the Company and the Town that the Company shall have the Town of Greenfield harmless from any suit, judgement, execution, claim or demand whatsoever, resulting from any negligence on the part of the company in the construction, operating or maintenance of its gas system in the Town of Greenfield. The Town of Greenfield shall notify the Company’s representatives within five (5) days after the presentation of any claim or demand, either by suit or otherwise, made against the Town of Greenfield, on account of any negligence as aforesaid on the part of the Company.

SECTION 6. ACCEPTANCE. The Company, its successors and assigns, shall if it accepts this Ordinance and the rights hereby granted, file a written acceptance of this Ordinance with the Town of Greenfield within Sixty (60) days from the date of publication of this Ordinance.

SECTION 7. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication, as provided by law.

PASSED: 08/04/1969

Edwin A. Freehoff, Town Chairman

Kenneth Hess, Town Clerk

I Kenneth Hess, Town Clerk of the Town of Greenfield do hereby certify that the foregoing Ordinance is as full, true and complete copy of the original thereof now on file in my office, as custodian of all records and files of the said Town. I further certify that said Ordinance was published as required by law and remains unrevoked.

DATED: 08/04/1969

Kenneth Hess, Town Clerk