Tooele County Tooele UT 76-10-19 2026

AN ORDINANCE

AN ORDINANCE GRANTING TO MOUNTAIN FUEL SUPPLY COMPANY, A CORPORATION OF THE STATE OF UTAH, ITS SUCCESSORS OR ASSIGNS, A FRANCHISE FOR THE CONSTRUCTION AND OPERATION OF A GAS DISTRIBUTION SYSTEM IN TOOELE COUNTY, STATE OF UTAH, FOR A TERM OF FIFTY YEARS, AND FIXING AND PRESCRIBING CONDITIONS AND TERMS THEREOF.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF TOOELE COUNTY, UTAH:

Section 1. That there is hereby granted to Mountain Fuel Supply Company, a Utah corporation, its successors or assigns, hereinafter called grantee, the right, privilege and franchise to construct, maintain and operate in the present and future roads, highways, streets, alleys, parkways, and other public places in TOOELE COUNTY, a system of gas mains, supply pipes and laterals with all necessary or desirable appurtenances, for the purpose of supplying gas for light, heat, power and other purposes to TOOELE COUNTY, the inhabitants thereof, and persons and corporations beyond the boundaries thereof, for the term and under the conditions hereinafter set forth.

Section 2. All mains, pipes and laterals shall be so laid as to interfere as little as possible with traffic over the roads, highways, streets and alleys. The location of all mains, pipelines and laterals may be fixed under the supervision of the governing authorities of TOOELE COUNTY.

Section 3. Grantee may make and enforce reasonable rules and regulations in the conduct of its business and may require before furnishing service the execution of a contract therefor. Grantee shall have the right to contract with each consumer with reference to the installation of service pipe lines and the control of service pipes from the connection thereof with the supply lines of the grantee in the streets, to and including the meter located on the consumer's premises. For the purpose of securing safety and good service to the consumer and in the public interest, grantee shall have the right to prescribe the sizes and kinds of the pipe to be used by the consumer in conveying

gas on consumer's premises and shall have the right to refuse service to any consumer who neglects or refuses to comply with the rules and regulations of the grantee prescribing such conditions. Grantee shall have the right to classify the consumers of said gas within said TOOELE COUNTY, according to the time of use, character of use, quantity of gas required, and such other conditions as may be reasonable; and subject to the regulations herein provided for, and the rights herein prescribed and such reasonable classifications, the grantee shall furnish gas without unjust discrimination and at a uniform price to all consumers of the same class, and to all persons along the established lines or mains of the grantee, who have properly observed such rules and regulations and acceded to the rights herein reserved to said grantee.

Section 4. The right is hereby granted unto the said grantee to furnish, distribute, supply, sell and require payment for gas to all persons and corporations in the said TOOELE COUNTY through the said system of gas mains, supply pipes and laterals and to do all things necessary and incident thereto, in accordance with the terms and conditions herein specified.

Section 5. The gas furnished by the grantee shall be sold and delivered to the consumers through standard meters and TOOELE COUNTY reserves the right to test the accuracy of any meter in service by a competent officer or agent appointed for that purpose by the Board of County Commissioners.

Section 6. The rates and prices which the grantee, its successors or assigns, may charge for gas and gas service furnished and delivered and the conditions of service under the terms of this franchise shall be fixed in accordance with the laws and Constitution of the State of Utah and the laws and Constitution of the United States.

Section 7. Permission is hereby granted unto the said Mountain Fuel Supply Company, its successors or assigns, to assign this franchise and all rights hereunder, and upon assignment of this franchise in accordance herewith, said successors or assigns, whether individuals or corporations, shall become entitled to all the rights and privileges herein granted and shall assume all the obligations and duties herein provided.

Section 8. This franchise and all rights herein granted shall terminate at the end of fifty (50) years after the date of passage of this ordinance, unless sooner terminated by virtue of the provisions herein contained.

Section 9. This ordinance and the rights herein conferred shall be null and void unless within ninety (90) days after the passage and publication hereof the said grantee, its successors or assigns, shall file with the County Clerk of TOOELE COUNTY a written instrument, declaring its acceptance of the terms and conditions hereof and its intention to be bound by and perform the same.

Section 10. This franchise is granted in consideration of the acceptance by the grantee of the terms and conditions of this ordinance as herein provided, together with the payment by the grantee to the County within ninety (90) days after the passage and publication hereof, of the total sum of FIFTY DOLLARS ($50.00). It is understood and agreed by and between the said TOOELE COUNTY and the Mountain Fuel Supply Company that the considerations above provided shall be in lieu of any and all other franchise, occupation, privilege, license, excise, revenue or similar taxes, and all other exactions (except ad valorem property taxes and special assessments for local improvements) upon the revenue, property, gas mains, gas supply and distribution pipes, equipment, fixtures, or other appurtenances of said Company and all other property or equipment of said Company, or any part thereof, including but not limited to any tax levies, license fees or payments imposed or which may hereafter be imposed during the term of this franchise.

Section 11. When the grantee shall make or cause to be made excavations, or shall place obstructions in any roads, highways, streets, alleys, parkways, or other public places, the public shall be protected by barriers and lights placed, erected and maintained by the grantee; and in the event of injury to any person or damage to any property by reason of negligence of the grantee in the construction, operation or maintenance of the gas distribution system of the grantee, the grantee shall indemnify and keep harmless TOOELE COUNTY from any and all liability in connection therewith.

Section 12. In the opinion of the Board of County Commissioners of TOOELE COUNTY, it is necessary to the peace, health and safety of the inhabitants of TOOELE COUNTY that this ordinance become effective immediately upon publication. This ordinance shall be deposited in the Office of the Clerk of TOOELE COUNTY and published in the Tooele Transcript for one publication on October 27, 1976, and shall be in full force and effect from and after said date.

Passed by the Board of County Commissioners of TOOELE

COUNTY this 19th day of October, 1976.

\S\
George Buzianis, Chairman

\S\
Everett De LaMare, Commissioner

\S\
James R. Palmer, Commissioner

Attest:

\S\
Dennis Ewing, Clerk

STATE OF UTAH)
: ss.
County of Tooele)

I, the undersigned, the duly qualified and acting Clerk of Tooele County, Utah, do hereby certify that the foregoing consisting of three (3) pages, is a full, true and correct copy of an ordinance adopted by the Board of County Commissioners of the County of Tooele, at a meeting duly held on the 19th day of October, 1976.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County this 19th day of October 1976.

\S\
Dennis Ewing, Clerk

PROOF OF PUBLICATION

STATE OF UTAH)
: ss
County of Tooele)

I, Joel J. Dunn, being first duly sworn, depose and say that I am the Publisher of The Tooele Transcript, a weekly newspaper of general circulation published each Friday at Tooele City, Utah, that the notice attached hereto and which is a part of the proof of publication of An

Ordinance 76-4 was published in said newspaper for one consecutive weekly issue, the first publication having been made on the 22nd day of October, 1976, and the last on the ___ day of _____, 19___, that said notice was published in the regular entire issue of every Friday number of the paper during the period and time of publication, and the same was published in a newspaper proper and not in a supplement.

\S\

Subscribed and sworn to me this 29th day of November, 1976.

\S\
Notary Public
Residing at Tooele, Utah

My Commission expires on the 15th day of October, 1978.

ACCEPTANCE OF FRANCHISE

WHEREAS, by an ordinance duly and regularly passed on the 19th day of October, 1976, the Board of County Commissioners of TOOELE COUNTY, Utah, did grant to the undersigned, Mountain Fuel Supply Company, a Utah corporation, a franchise to lay and install mains, service pipes, curb boxes and other attachments and appliances below the surface of the roads, highways, streets, alleys and parkways and other public places within the boundaries of TOOELE COUNTY, State of Utah, for the purpose of distributing and supplying gas to said County and its inhabitants; and

WHEREAS, said ordinance provided in Section 9 thereof that within ninety (90) days of the passage of said ordinance the grantee should in writing accept the franchise granted by said ordinance and subject to all the terms and conditions in said ordinance contained.

NOW THEREFORE, the undersigned, Mountain Fuel Supply Company, a Utah corporation, does hereby accept said franchise and declares its intention to be bound by the terms and conditions of said franchise and to perform the same.

Dated this 1st day of November, 1976.

Attest: MOUNTAIN FUEL SUPPLY COMPANY

\S\ By \S\
Assistant Secretary Executive Vice President

STATE OF UTAH)
: ss
County of Salt Lake)

On the 1st day of November, 1976, personally appeared before me C. F. Coleman and R. M. Kirsch, who being duly sworn, did say that they are the Senior Vice President and Assistant Secretary, respectively, of Mountain Fuel Supply Company, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said C. F. Coleman and R. M. Kirsch acknowledged to me that said corporation executed the same.

\S\
Notary Public

My Commission Expires:

December 1, 1977 Residing at Salt Lake City, Utah

Received a copy of the foregoing Acceptance of Franchise this 3rd day of November, 1976.

\S\
Dennis Ewing, Clerk

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