

ORDINANCE NO. 1636

AN ORDINANCE ~~EXTENDING~~ **RENEWING** THE GRANT TO CASCADE NATURAL GAS CORPORATION, A WASHINGTON CORPORATION, ITS SUCCESSORS, GRANTEES AND ASSIGNS THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, AND REPAIR EXISTING PIPELINE FACILITIES, TOGETHER WITH EQUIPMENT AND APPURTENANCES THERETO, FOR THE TRANSPORTATION OF NATURAL GAS WITHIN AND THROUGH THE CITY OF LYNDEN.

**Commented [SB1]:** For consistency with the language in Section 3 of the Original Franchise Agreement I suggest we change the language from "extend/extension" to "renew/renewal"

**WHEREAS**, state statutes and City ordinances authorize the City to grant nonexclusive Franchises;

**WHEREAS**, the current Franchise Agreement with Cascade Natural Gas Corporation (hereinafter "Grantee") adopted by Ordinance No. 1413 on January 3, 2012, had a ten-year term with an option for a ten-year- ~~renewal period~~ **extension**;

**WHEREAS**, the initial ten-year term expires on January 25, 2022; and

**WHEREAS**, the City of Lynden considers the continuation of the services provided by the Grantee to be in the best interest of the public;

**NOW, THEREFORE**, THE CITY COUNCIL OF THE CITY OF LYNDEN, WASHINGTON DO ORDAIN AS FOLLOWS:

**Section 1: Term.** The City approves the Franchise Agreement ~~extension~~ **renewal** with Cascade Natural Gas Corporation, for a term of ten (10) years which will expire on January 25, 2032.

**Section 2: Entire Franchise.** The Franchise Agreement attached hereto as "Exhibit A" constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings or prior agreements including prior Franchise Agreements written or otherwise shall be binding upon the parties upon execution of this Franchise Agreement.

**Section 3: Acceptance.** Within thirty 30 days after the passage and approval of this Ordinance this Franchise Agreement must be accepted by Grantee by its filing with the City Clerk an unconditional written acceptance thereof Failure of the Grantee to so accept this Franchise within said period of time shall be deemed a rejection thereof and the Existing Franchise shall be deemed to have expired without renewal and thereafter to be null and void and the rights and privileges herein granted shall after the expiration of the thirty 30 day period absolutely cease and desist unless the time period is ~~extended~~ **renewed** by ordinance duly passed for that purpose.

**Section 4: Effective Date.** This Ordinance being an exercise of a power specifically delegated to the City legislative body shall take effect five 5 days after passage and publication of a summary thereof consisting of the Title to this Ordinance.

PASSED BY THE CITY COUNCIL BY AN AFFIRMATIVE VOTE, \_\_\_\_ IN FAVOR \_\_\_\_  
AGAINST, AND SIGNED BY THE MAYOR THIS \_\_\_\_ DAY OF \_\_\_\_\_,  
2021.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY