

CHAPTER #11

MN Power Franchise Agreement

1101.01. Intent. An Ordinance granting to Minnesota Power and Light Company, Its Successors and Assigns, the right to construct and maintain an electric distribution and transmission system within the City of Pierz, Minnesota.

1101.02. Section 1. The City of Pierz Hereby grants to Minnesota Power & Light Company, its successors, and assigns (herein referred to as “Company”) the right to enter upon and construct, operate, and maintain upon the streets, alleys, highways, and public grounds of the City poles, wires, conductors, lines, cables, insulators, communication lines, bases, cross arms, braces, lamps, conduits, underground cables, transformers, and other usual appurtenances and appliances for transmitting and distributing electric power and energy and for other compatible uses and applications, including but not limited to transmission of data and other information, telecommunications and electric load dispatch and control. This shall remain in effect for a period of twenty (20) years from and after passage of this ordinance.

1101.03. Section 2. All poles, wires, and other appliances shall be constructed and maintained by Company in a safe and secure manner as reasonably possible and so as not to unnecessarily interfere with the public use of the said streets, alleys, highways, and public grounds, and which shall at all times be subject to the reasonable regulation of the City. Clearance for the moving of buildings and other objects shall be made within a reasonable period of time by Company when permission to move through the streets is given to anyone by the City, provided that payment for Company’s cost is guaranteed to the Company’s satisfaction and subject to the terms of section 3 below.

1101.04. Section 3. The City shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation, and maintenance by the Company of its lines and appurtenances hereunder unless caused by the City. The acceptance of this Ordinance shall be deemed an agreement on the part of the Company to indemnify the City and hold it harmless against any and all liability, loss, damage, or expense which may accrue to the City by reason of neglect, default, or misconduct of the Company in the construction, operation, and maintenance of its lines and appurtenances here under.

1101.05. Section 4. This Ordinance shall not be considered as granting to the Company any exclusivity in the City of Pierz.

1101.06. Section 5. In Consideration for the right to use the streets, alleys, highways, and public grounds, the Company shall be prepared to and shall furnish 24 hour continuous electric or their services p[rovided in the City to consumers in the City, pursuant to the laws of the State of Minnesota and the rates, rules, and regulations established from time to time by the Company, federal laws and regulations, and/or the Minnesota Public Utilities Commission.

1101.07. Section 6. This Ordinance shall be void in all respect unless Company shall, be written acceptance filed with the City, accept the provisions hereof. This Ordinance, when so accepted, shall constitute a contract between the City of Pierz and Minnesota Power & Light Company, its successors and assigns.