

CITY OF GEM LAKE, RAMSEY COUNTY, MINNESOTA

ORDINANCE NO. 56

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO ERECT A GAS DISTRIBUTION SYSTEM FOR THE PURPOSE OF INSTALLING, ENLARGING, OPERATING, REPAIRING, AND MAINTAINING IN THE CITY OF GEM LAKE, MINNESOTA, THE NECESSARY GAS PIPES, MAINS, AND APPURTENANCES FOR THE TRANSMISSION OR DISTRIBUTION OF GAS TO SAID CITY AND ITS INHABITANTS AND OTHERS AND TRANSMITTING GAS INTO AND THROUGH SAID CITY AND TO USE THE PUBLIC WAYS AND PUBLIC GROUNDS OF SAID CITY FOR SUCH PURPOSE.

THE CITY COUNCIL OF THE CITY OF GEM LAKE, RAMSEY, MINNESOTA, DOES ORDAIN:

Section 1. There be and hereby is granted to Northern States Power Company, a Minnesota corporation, its successors and assigns, hereinafter referred to as "Company", for a period of twenty (20) years from the date hereof, the right and privilege of erecting a gas distribution system in the City of Gem Lake, Ramsey County, Minnesota, hereinafter referred to as "City", and using the public ways and public grounds of City for the purpose of installing, operating, repairing, and maintaining, in, on, over, under, and across the same, all gas pipes, mains, and appurtenances, usually, conveniently, or necessarily used in connection therewith, for the purpose of the transmission of gas, or the distribution of gas, for public and private use within limits of City as its boundaries exist or as they may be extended in the future, and for the purpose of transmitting gas into and through the City. Company may also do all reasonable things necessary or customary to accomplish these purposes subject, however, to the further provisions of this franchise. "Gas" as used herein shall be held to include natural gas, manufactured gas, or other form of gaseous energy.

Section 2. The gas transmission or distribution service to be provided and the rates to be charged by Company for service in the City shall be subject to the jurisdiction of the Public Utilities Commission of this State. Company shall provide reasonably efficient and adequate service to members of the public within the City who apply for such service in accordance with the rules and regulations of Company.

Section 3. Company shall indemnify, keep, and hold City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, or operation of Company's gas facilities located in, on, over, under, or across the public ways and public grounds of City, unless such injury or damage grows out of the negligence of City, its employees, or agents, or results from the performance in a proper manner of acts reasonably deemed hazardous by Company, but such performance is nevertheless ordered and directed by City after notice of Company's determination. In the event a suit shall be brought against City under circumstances where the above agreement to indemnify applies, Company at its sole cost and expense shall defend City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If such notice is not reasonably given as hereinbefore provided, Company shall have no duty to indemnify nor defend. If Company is required to indemnify and defend, it will thereafter have complete control of such litigation, but Company may not settle such litigation without the consent of City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to City; and Company, in defending any action on behalf of City shall be entitled to assert in any action every defense or immunity that City could assert in its own behalf.

Section 4. The City shall give the Company at least two (2) weeks prior written notice of a vacation of a public way. Except where required solely for a City improvement project, the vacation of any public way, after the installation of gas facilities, shall not operate to deprive Company of its rights to operate and maintain such gas facilities, until the reasonable cost of relocating the same and the loss and expense, resulting from such relocation are first paid to Company. In no case, however, shall City be liable to the Company for failure to specifically preserve a right-of-way under Minnesota statutes, Section 160.29.

Section 5. Company shall have full right and authority to assign to any person, persons, firm or corporation all the rights conferred upon it by this Ordinance, provided that the assignee of such rights, by accepting such assignment, shall become subject to the terms and provisions of this Ordinance.

Section 6. Company shall, if it accepts this Ordinance and the rights and obligations hereby granted, file a written acceptance of the rights hereby granted with the City Clerk within ninety (90) days after the final passage and any required publication of this Ordinance.

Section 7. This Ordinance shall be in full force and effect from and after it's passage, any publication required by law, and acceptance by Company.

Section 8. Where provision of any other Ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

Section 9. Any notice to the Company required under this Ordinance, shall be mailed to the Vice President of Gas Utility thereof at 825 Rice Street, St. Paul, Minnesota, 55117. Any notice to City shall be mailed to the City Clerk.

Section 10. Enactment. This Ordinance No. 56 was enacted and placed in full force and effect on 16 July 1990 by a unanimous vote of the Gem Lake City Council.

ENACTED:

Paul R. Emeott

Paul R. Emeott, Mayor

DATED: 16 July 1990

ATTEST:

Frederic C. Magnuson

Frederic C. Magnuson, City Clerk

DATED: 16 July 1990

CERTIFIED COPY