

ORDINANCE NO. 37

An Ordinance Granting to Minnesota Power & Light Company, its Successors and Assigns, the Right to Construct and Maintain an Electric Distribution System within the Village of Sturgeon Lake.

The village Council of the Village of Sturgeon Lake, Pine County, Minnesota, does hereby ordain as follows:

Section 1. There is hereby granted to Minnesota Power & Light Company, its successors and assigns, for the period of twenty (20) years from and after passage of this ordinance, the right to enter upon and construct, operate and maintain upon the streets, highways and public grounds braces, lamps, conduits, and other usual appurtenances and appliances for transmitting and distributing electricity for light, heat and power purposes.

Section 2. All poles, wires and other appliances constructed or maintained by Minnesota Power & Light Company, its successors or assigns, shall be constructed and maintained in a safe and secure manner so as not unnecessarily to interfere with the public use of the said streets and public grounds, and shall at all times be subject to the reasonable regulation of the Village Council, and clearance for the moving of buildings and other objects shall be made immediately by the Minnesota Power & Light Company when permission to move through the streets is guaranteed to the satisfaction of the Company by those obtaining permission.

Section 3. The Village shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by Minnesota Power & Light Company of its lines and appurtenances hereunder, and the acceptance of this Ordinance shall be deemed an agreement on the part of the said Minnesota Power & Light Company, its successors and assigns, to indemnify said Village and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to said Village by reason of the neglect, default or misconduct of Minnesota Power & Light Company in the construction, operation or maintenance of its lines and appurtenances hereunder.

Section 4. This Ordinance shall not be considered as granting to Minnesota Power & Light Company, its successors and assigns, any exclusive privilege of erecting poles and stringing wires in the streets or public grounds of said Village.

Section 5. Minnesota Power & Light Company shall be prepared to and shall furnish from acceptance hereof, twenty-four (24) hours continuous electrical service from its electrical system to consumers in said Village including said Village unless prevented by causes not within its reasonable control and shall furnish such service to all desiring the same at reasonable rates provided that these obligations to furnish electric service shall terminate if and when said Village grants to any other person or corporation, a franchise for supplying electric service within said Village or itself engages in the business of supplying electric service herein.

Section 6. It is hereby agreed by the Minnesota Power & Light Company that

the village council may, if it wishes to do so, exercise the statutory right to acquire that portion of the Company's property within the village limits of the Village of Sturgeon Lake constituting the electric distribution system within said village, all in accordance with the statutory such public utility property by village officials, as set forth in Mason's Minnesota Statutes of 1927, Section 7434, or any amendments thereof.

Section 7. This ordinance supersedes and cancels the ordinance passed Oct. 4, 1915, granting a franchise to the Brush Electric Company, its successors and assigns, which ordinance was entitled: "An ordinance granting to the Brush Electric Company, their administrators and assigns, the right to enter upon and maintain on the streets and public grounds of the Village of Sturgeon Lake, County of Pine, State of Minnesota, electric light poles and wires."

Section 8. This ordinance shall be void in all respects unless within thirty (30) days after its passage and publication, said Minnesota Power & Light Company shall, by written acceptance filed with the Village Recorder, accept the provisions hereof and this ordinance, when so accepted, shall constitute a contract between said Village of Sturgeon Lake and said Minnesota Power & Light Company, its successors and assigns.

This ordinance shall take effect from and after its passage and publication

Passed and approved by the Village Council of the Village of Sturgeon Lake, this first day of November, A.D. 1943.

Published November 4th, 1943 Askov American
Kenneth Gay, Act. Pres.
Attest: Glenn E. Olson, Clerk

ORDINANCE NO. 40

An Ordinance of the village of Sturgeon Lake, Minnesota, granting to Northern Natural Gas Company, a corporation, (operating as PEOPLES NATURAL GAS division), its lessees, successors and assigns a non-exclusive authority for a period of twenty-five (25) years to erect and maintain a gas plant and/or gas system and any and all necessary mains, pipes, services and other appliances thereunto appertaining in, upon, over, across, and along the streets, alleys, bridges, public places of the village of Sturgeon Lake, Minnesota, for the transmission, distribution and sale of natural gas for heating, industrial and all other uses and purposes in said village and prescribing the terms and conditions under which the said company is to operate, and repealing Ordinance No. 39 of said village.

The village council of the village of Sturgeon Lake do ordain as follows:

Section 1. That Northern Natural Gas Company, a corporation, (operating as PEOPLES NATURAL GAS division), its lessees, successors and assigns, hereinafter referred to as grantee, be and are hereby granted a non-exclusive authority for a period of twenty-five (25) years, to erect and maintain a gas plant and/or gas system and any and all necessary mains, pipes, services and other appliances thereunto appertaining in, upon, over, across and along the streets, alleys, bridges and public places in the village of Sturgeon Lake, Minnesota, for the transmission, distribution and sale of natural gas for heating, industrial and all other uses and purposes in said village.

Section 2. Whenever the grantee, in the construction or maintenance of its system or in the installation of any extension thereto, shall cut into or take up any pavement or shall make any excavation in any street, avenue, alley or public places, within the corporate limits of the village, the same shall be done in a manner so as not to interfere with the use of such thoroughfares by the public. The grantee shall use such safeguards as may be necessary to prevent injury to persons or property during such construction work, and upon its completion, all pavement shall be replaced in as good condition as it was before taken up. All excavations shall be refilled and all ob-thermal unit value shall be furnished.

Section 7. The grantee shall hold the grantor harmless from any and all claims and actions, litigation or damage, arising out of the passage of this ordinance or of the construction, erection, installation, maintenance or operation of its properties operated by authority of this ordinance within the corporate limits of the village of the negligence of its employees in the operation thereof, including the court cost and reasonable attorney fees in making defense against such claims. A copy of the process served upon the grantor shall be served by the grantor upon the grantee. The grantee shall have the right to defend in the name of the grantor and to employ counsel for such purposes.

Section 8. If the grantee shall be in default in the performances of any of the terms and conditions of this ordinance and shall continue in default for more than thirty days after receiving notice from the village council of such default, the village council may, by ordinance duly passed and adopted, terminate all rights granted under this ordinance to the grantee. The said

notice of default shall specify the provision or provisions in the performance of which it is claimed that grantee is in default. Said notice shall be in writing and served in the manner provided by the laws of Minnesota for the service of original notices in civil actions.

Section 9. The right and authority herein granted shall be non-exclusive and shall be and continue for a period of twenty-five (25) years from and after the date of the legal enactment of this ordinance and the acceptance thereof by the grantee.

Section 10. This ordinance repeals as of the effective date hereof. Ordinance No. 39 of the village of Sturgeon Lake, Minnesota, and shall be in full force and effect from and after its passage and publication as required by law, and the acceptance thereof by the grantee.

Passed, adopted and approved this 1 day of March, 1954.

Russell Gilbert, Mayor

Attest: Edward Pietrek, Village clerk

The foregoing Ordinance is approved and signed by me this 1 day of March, 1954.

Russell Gilbert
Mayor of the Village of Sturgeon Lake.

Published ?

An Ordinance of the City of Sturgeon Lake, Pine County, Minnesota granting to Peoples Natural Gas Company, Division of UtiliCorp United Inc., its lessees, successors and assigns a non-exclusive authority for a period of twenty-five (25) years to erect, maintain and operate, a gas distribution system and any and all necessary mains, pipes, services and other appurtenances thereunto appertaining in, upon, over, across and along the streets, alleys, bridges, and public places of the said City, and for the transmission, distribution and sale of natural and/or mixed gas for lighting, heating, industrial and all other uses and purposes in said City and for the purpose of transmitting, transporting and conveying such gas into, through or beyond the immediate limits of said City to other cities, towns and customers, and prescribing the terms and conditions under which the said

Company is to operate, and repealing Ordinance No. 40 and an ordinance (unnumbered) adopted on the 10th day of October, 1950, granting to Iron Ranges Natural Gas Company, its lessees, etc., of said city. The City Council of Sturgeon Lake Minnesota Ordains:

Section 1

That Peoples Natural Gas Company, Division of UtiliCorp United Inc., its lessees, successors and assigns, hereinafter referred to as Grantee, be and are hereby granted a non-exclusive authority for a period of twenty-five (25) years, to erect, construct, maintain and operate, a gas distribution system and any and all necessary mains, pipes, services and other appurtenances and equipment thereunto appertaining in, upon, over, across and along the streets, alleys, bridges and public places in the City of

Sturgeon Lake Minnesota for the transmission, distribution and sale of natural and/or mixed gas for lighting, heating, industrial and all other uses and purposes in said City and for the purpose of transmitting, transporting and conveying such gas into, through or beyond the immediate limits of said City to other cities, towns and customers.

Section 2

Whenever the Grantee, in the construction or maintenance of its system or in the installation of any extension thereto, shall cut into or take up any pavement or shall make any excavation in any street, avenue, alley or public place, within the corporate limits of the City of Sturgeon Lake, Minnesota the same shall be done in a manner so as not to unreasonably interfere with the use of such thoroughfares by the public. The Grantee shall use such safeguards as may be necessary to prevent injury to persons or property during such construction work and upon its completion, all pavement shall be replaced in as good condition as it was before taken up. All excavations shall be refilled and all obstructions shall be removed at the expense of the Grantee and to the satisfaction of the Grantor. In the event that the Grantee shall fail to comply with the provisions of this Section after having been given reasonable notice, the Grantor may do such work as may be needed to properly repair said thoroughfare and the cost thereof shall be repaid to the Grantor by the Grantee.

Section 3

The Grantee in constructing and maintaining said gas distribution system, and in entering and using said streets, highways, avenues, alleys and public places in the City of Sturgeon Lake, Minnesota and in laying and installing its mains, services, piping, and related appurtenances and equipment, shall not in any manner interfere with or injure any improvement which said City now has or may hereafter have upon any of its streets, alleys, highways or public places.

Section 4

Grantee agrees for and in behalf of itself, its lessees, successors and assigns, that for and during the term and period of this grant, it will maintain in the City an adequate, modern, standard and sufficient gas system and equipment and to maintain and operate the same in a modern and adequate fashion.

Grantee will from time to time during the term of this Ordinance make such enlargements and extensions of its distribution system as the business of the Grantee and the growth of said City justify, in accordance with its Rules and Regulations relating to customer connections and main and service line extensions currently in effect and on file from time to time with the Minnesota Public Utilities Commission or other competent authority having jurisdiction in the premises; provided, however, that no obligation shall extend to, or be binding upon the Grantee, to construct or extend its mains or furnish natural gas or natural gas service within said City if Grantee is, for any reason, unable to obtain delivery of natural gas at or near the corporate limits of said City or an adequate supply thereof to warrant the construction or extension of its mains, for the furnishing of such natural gas or gas service; provided, further, that when the amount of natural gas supplied to Grantee at or near the City limits of said City is insufficient to meet the additional firm requirements of connected or new consumers, Grantee shall have the right to prescribe reasonable rules and regulations for allocating the available supply of natural gas for such additional firm requirements to residential, commercial and industrial consumers in that order of priority.

Section 5

Grantee agrees for and in behalf of itself, its lessees, successors and assigns, that all authority and rights in this Ordinance contained shall at all times be subject to all rights, power and authority now or hereafter possessed by the City of Sturgeon Lake, Minnesota, to regulate the manner in which grantee shall use the streets, alleys, bridges and public places of said City and concerning the manner in which Grantee shall use and enjoy the franchise herein granted.

Section 6

Grantee shall, at all times, maintain an adequate pressure and adequate supply of clean, standard gas of the British Thermal Unit heating value of not less than that prescribed in its Rules and Regulations relating thereto in effect and on file from time to time with the Minnesota Public Utilities Commission or other competent authority having jurisdiction in the premises. Should the British Thermal Units fall below the limitation set forth in its appropriate Rules and Regulations, the rate then in effect shall be automatically and correspondingly lowered and reduced during any period or periods of time in which such lower British Thermal Unit value shall be furnished. The City shall have the privilege of requesting Grantee to furnish satisfactory proof of British Thermal Unit content of the gas.

Section 7

The Grantee shall hold the Grantor harmless from any and all claims and actions, litigation or damage, arising out of the passage of this Ordinance or of the construction, erection, installation, maintenance or operation of its properties operated by authority of this Ordinance within the corporate limits of the City of Sturgeon Lake, Minnesota or the negligence of its employees in the operation thereof, including the Court costs and reasonable attorney fees in making defense against such claims. A copy of the process served upon the Grantor shall be served by the Grantor upon the Grantee. The Grantee shall have the right to defend in the name of the Grantor and to employ counsel for such purpose.

Section 8

If the Grantee shall be in default in the performance of any of the terms and conditions of this Ordinance and shall continue in default for more than thirty (30) days after receiving notice from the City of Sturgeon Lake, Minnesota of such default, the said City may, by ordinance duly passed and adopted, terminate all rights granted under this Ordinance to the Grantee. The said notice of default shall specify the provision or provisions in the performance of which it is claimed the Grantee is in default. Said notice shall be in writing and served in the manner provided by the laws of the State of Minnesota for the service of original notices in civil actions.

Section 9

The right and authority herein granted shall be non-exclusive and shall be and continue for a period of twenty-five (25) years from and after the effective date of this Ordinance.

unnumbered ordinance Section 10

Ordinance No 40 & adopted 10/10/50 of the City of Sturgeon Lake, Minnesota is hereby repealed as of the effective date hereof.

Section 11

This Ordinance shall be in full force and effect from and after its passage and publication as required by law, and the acceptance thereof by the Grantee.

If the Grantee does not within (sixty) 60 days following passage of this Ordinance express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, the Grantee shall be deemed to have accepted this Ordinance and the terms and conditions of the franchise contained therein.

Passed, adopted and approved this 30 day of April, 1991.

Mayor

Thomas E. Helfman
Thomas E. Helfman, Mayor
City of Sturgeon Lake
Pine County, Minnesota

Attest:

Shirley Jacobson
City Clerk

Shirley Jacobson, City Clerk

CITY ORDINANCE

NO. 88

AN ORDINANCE GRANTING TO MINNESOTA POWER, INC., ITS
SUCCESSORS AND ASSIGNS, THE RIGHT
TO CONSTRUCT AND MAINTAIN AN ELECTRIC DISTRIBUTION
AND TRANSMISSION SYSTEM WITHIN THE CITY OF
STURGEON LAKE, MINNESOTA

Section 1. The City of Sturgeon Lake hereby grants to Minnesota Power, Inc., its successors and assigns, (hereinafter 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, crossarms, 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 Ordinance shall remain in effect for a period of twenty (20) years from and after passage of this Ordinance.

Section 2. All poles, wires and other appliances shall be constructed and maintained by Company in as safe and secure a 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 by 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 anyone by the City, provided that payment for the Company's cost is guaranteed to the Company's satisfaction and subject to the terms of Section 3. below.

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 the neglect, default or misconduct of the Company in the construction, operation and maintenance of its lines and appurtenances hereunder.

Section 4. This Ordinance shall not be considered as granting to the Company any exclusive privilege of erecting poles and stringing wires in the streets or public grounds of the City.

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 twenty-four (24) hour, continuous electric or other services provided in the City to consumers in the City, including the City, unless prevented by causes not within reasonable control, 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.

Section 6. This Ordinance supersedes and cancels the City of Sturgeon Lake Ordinance No. 58-09-20, dated September 20, 1983 granting a permit to Company, which Ordinance was entitled "An Ordinance granting to Minnesota Power, Inc., its successors and assigns, the right to construct and maintain an electric distribution system within the City of Sandstone.

Section 7. This Ordinance shall be void in all respects unless Company shall, by written acceptance filed with the City Clerk, accept the provisions hereof. This Ordinance, when so accepted, shall constitute a contract between the City of Sturgeon Lake and Minnesota Power, Inc., its successors and assigns.

Passed and approved by the City Council of the City of Sturgeon Lake this
26th day of August, 2003

CITY OF STURGEON LAKE

By: Thomas Helfman
City Mayor

By: Elizabeth Cisar
City Clerk

SEAT

ORDINANCE No. 97

CITY OF STURGEON LAKE AN ORDINANCE GRANTING THE FRANCHISE AGREEMENT WITH MINNESOTA ENERGY RESOURCES

An Ordinance granting Minnesota Energy Resources, a subsidiary of WEC Energy Group, a Wisconsin corporation, its successors and assigns, a natural gas franchise and the authority to construct, operate, maintain, and extend a natural gas distribution plant and system, and granting the right to use the streets, alleys, and other public places within the present or future corporate limits of the City, of Sturgeon Lake, Minnesota

Be it ordained by the City Council of the City of Sturgeon Lake, Minnesota, as follows:

Section 1: FRANCHISE GRANTED

The City of Sturgeon Lake, Minnesota, (hereinafter referred to as "Grantor") hereby grants a non-exclusive franchise to Minnesota Energy Resources, a subsidiary of WEC Energy Group, a Wisconsin corporation, (hereinafter called "Grantee"), its lessees, successors and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to lay, construct, install, maintain, operate and extend in, along, over or across the present and future streets, alleys, avenues, bridges, public rights-of-way and public places as are now within the present or future limits of said Grantor, a natural gas distribution system and all facilities necessary for the purpose of supplying natural gas or processed gas for all purposes to the inhabitants of said Grantor and consumers in the vicinity thereof, and for the distribution of natural gas from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, all mains, services, pipes, conduits and appliances necessary or convenient for transmitting, transporting, distributing and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of Grantor and in carrying on such business.

Section 2: TERM

The rights and privileges granted by this Ordinance shall remain in effect for a period of Twenty-five (25) years from the effective date of this Ordinance.

Section 3: GOVERNING RULES AND REGULATIONS

This Ordinance is granted subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by State or Federal law. The rates to be charged by Grantee for service within the present or future corporate limits of Grantor and the rules and regulations regarding the character, quality and standards of service to be furnished by Grantee shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations and quality and standards of service to be supplied by Grantee. Provided however, should any judicial, regulatory or legislative body, having proper

jurisdiction, take any action that precludes Grantee from recovering from its customers any cost associated with services provided hereunder, then Grantee and Grantor shall renegotiate the terms of this Ordinance in accordance with the action taken, so as to allow Grantee to be made whole economically. In determining the rights and duties of the Grantee, the terms of this franchise Ordinance shall take precedence over any conflicting terms or requirements contained in any other Ordinance enacted by the Grantor.

If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Grantee.

Section 4: CONSTRUCTION AND MAINTENANCE OF COMPANY FACILITIES

Any pavements, sidewalks or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of Grantor and to the general public as is reasonably necessary; and repairs and replacements shall be made promptly by Grantee, leaving such properties in as good as condition as existed immediately prior to excavation.

Grantee agrees that for the term of this grant, it will use its best efforts to maintain facilities and equipment sufficient to meet the current and future energy requirements of Grantor, its inhabitants and industries. While maintaining its facilities and equipment, Grantee shall obtain permits as required by ordinance, except that in emergency situations, Grantee shall take immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify Grantor as soon as reasonably possible.

Grantor will give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affect Grantee's facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements and the time when the Grantor will start the work, and, if more than one right-of-way is involved, the order in which this work is to proceed. The notice shall be given to the Grantee a sufficient length of time, considering seasonable working conditions, in advance of the actual commencement of the work to permit the Grantee to make any additions, alterations, or repairs to its facilities.

Section 5: EXTENSION OF COMPANY FACILITIES

Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria, make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of Grantor.

Section 6: RELOCATION OF COMPANY FACILITIES

If Grantor elects to change the grade of or otherwise alter any street, alley, avenue, bridge, public right-of-way or public place for a public purpose, Grantee, upon reasonable notice from Grantor, shall remove and relocate its facilities or equipment situated in the public rights-of-way, if such removal is necessary to prevent interference and not merely for the convenience of the Grantor, at the cost and expense of Grantee. If Grantor orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference and not merely for the convenience of the Grantor or other right-of-way user, Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment. Grantor shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause Grantee unreasonable additional expense in exercising its authority under this section. Grantor shall also provide a reasonable alternative location for Grantee's facilities. Grantor shall give Grantee written notice of vacating of a public right-of-way. Vacating of a public right-of-way shall not deprive the Grantee of its right to operate and maintain existing facilities, until the reasonable cost of relocating the same are first paid to the Grantee.

Any person or corporation desiring to move a building or other structure along, or to make any unusual use of any street, alley, avenue, bridge, public right-of-way or public place which shall interfere with the facilities or equipment of the Grantee, shall first give notice to the Grantor and the Grantee and pay a sum sufficient to cover the expense and damage incident to the moving of Grantee's facilities and equipment.

Section 7: CONFIDENTIAL INFORMATION

Grantor acknowledges that certain information it might request pursuant to this franchise may be of a proprietary and confidential nature. If Grantee requests that any information provided by Grantee to Grantor be kept confidential due to such proprietary or commercial value, Grantor and its employees, agents, and representatives shall maintain the confidentiality of that information, to the extent allowed by law. If Grantor is requested or required by legal or administrative process to disclose any such confidential information, Grantor shall promptly notify Grantee of such request or requirement so that Grantee may seek an appropriate protective order or other relief. Grantor shall use all reasonable efforts to ensure that the confidentiality of Grantee's confidential information is maintained.

Section 8: FORCE MAJEURE

It shall not be a breach or default under this franchise if either party fails to perform its obligations hereunder due to Force Majeure. Force Majeure shall include, but not be limited to, the following: 1) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; 3) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and any

other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid Force Majeure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance; provided, however, that this provision shall not obligate a party to settle any labor strike.

Section 9: HOLD HARMLESS

Grantee, during the term of this Ordinance, agrees to save harmless Grantor from and against all claims, demands, losses and expenses arising directly out of the negligence of Grantee, its employees or agents, in the constructing, operating, and maintaining of distribution and transmission facilities or appliances of Grantee; provided, however, that Grantee need not save harmless Grantor from claims, demands, losses and expenses arising out of the negligence of Grantor, its employees or agents.

Section 10: SEVERABILITY

If any clause, sentence or section of this Ordinance is deemed invalid by any judicial, regulatory or legislative body having proper jurisdiction, the remaining provisions shall not be affected.

Section 11: NON-WAIVER

Any waiver of any obligation or default under this franchise shall not be construed as a waiver of any future defaults, whether of like or different character.

Section 12: REPEAL CONFLICTING ORDINANCES

This ordinance, when accepted by Grantee as provided below, shall constitute the entire agreement between the Grantor and the Grantee relating to this franchise and the same shall supersede all prior ordinances pertaining to this franchise agreement, and any terms and conditions of such prior ordinances or parts of ordinances in conflict herewith are hereby repealed. Ordinance No. 67, An ordinance granting to Peoples Natural Gas Company, its lessees, etc., of the City of Sturgeon Lake, Minnesota, which passed on April 30, 1991 is hereby repealed as of the effective date hereof.

Section 13: EFFECT AND INTERPRETATION OF ORDINANCE

The captions, which precede each section of this ordinance, are for convenience in reference only and shall not be taken into consideration in the interpretation of any of the provisions of this ordinance.

Section 14: EFFECTIVE DATE AND ACCEPTANCE

This Ordinance shall become effective and be a binding contract between the Grantor and Grantee, upon its final passage and approval by Grantor, in accordance with applicable laws and regulations, and upon acceptance by Grantee by written instrument within sixty (60) days of passage by the governing body, and filed with the City Clerk of the City of Sturgeon Lake, Minnesota. The City Clerk shall sign and affix the community seal to acknowledge receipt of such acceptance, and return one copy to Grantee. If Grantee does not, within sixty (60) days following passage of this Ordinance express in writing its objections to any terms or

provisions contained therein, or reject this ordinance in its entirety, Grantee shall be deemed to have accepted this ordinance and all of its terms and conditions.

Passed and approved by the City Council of the City of Sturgeon Lake, Minnesota, on this 13th day of April, 2017.

Elizabeth Cisar, Mayor

ATTEST:

Allen Delzer, City Clerk