

ORDINANCE NO. 301

FRANCHISE ORDINANCE

AN ORDINANCE GRANTING A FRANCHISE TO NORTHERN STATES POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO ENGAGE IN THE BUSINESS OF DISTRIBUTING AND SELLING NATURAL GAS ALONG WITH THE RIGHT TO ACQUIRE, CONSTRUCT, MAINTAIN AND OPERATE FACILITIES FOR THE DISTRIBUTION AND SALE OF NATURAL GAS TO CUSTOMERS WITHIN, THROUGH OR ACROSS THE CITY OF BESSEMER, COUNTY OF GOGEBIC, STATE OF MICHIGAN AND ITS SUCCESSORS.

BE IT RESOLVED by the City Council of the City of Bessemer, County of Gogebic, State of Michigan, and it is hereby ordained by authority of the same that:

Section I.

Northern States Power Company, hereinafter called the "Grantee", is hereby granted the right, privilege, franchise and authority to acquire, construct, operate and maintain in, above, under, across and along the highways, streets, alleys, bridges and other public places (as the same now exist or may hereafter be laid out) of the City of Bessemer, County of Gogebic, State of Michigan, gas pipelines, appliances and appurtenances, for the distribution and sale of natural gas by means of underground pipelines, for the purpose of supplying natural gas to the public and private consumers in said City and beyond the limits thereof for any purpose or purposes for which natural gas is now or may hereafter be used and said Grantee is hereby granted a franchise to transact a local public utility business in said City.

The rights, privileges and franchise hereby granted shall be in force and effect for a period of thirty (30) years from the date on which it is granted.

Section II.

Whenever said Grantee shall begin the erection, maintenance or repair of any gas pipelines, appliances or appurtenances, it shall diligently prosecute the work to completion and shall leave the highways, streets, alleys and public places where such work is done in as good condition of repair as before such work was commenced. In the performance of any such work the Grantee shall not unnecessarily obstruct the highways, streets, alleys or other public places but it may use the same in such manner as may be necessary in the performance of such work. The right to maintain the reasonable control of its highways, streets, alleys and public places is specifically reserved to the City

Section III.

The Grantee shall hold the City harmless from any and all claims and demands for damages on account of injury to persons and damage to property arising from the negligence of the Grantee, its agents or employees in the erection, operation, maintenance and repair of said gas pipelines, appliances and appurtenances. To protect and indemnify the said City of Bessemer against any and all damage or liability arising as a result of the negligences of the Grantee, and will defend in the name of the City any action or suit in equity so arising. The City agrees to furnish promptly to the Grantee certified copies of all claims, notices of suit, or other legal proceedings for which it seeks to be held harmless under this Section.

Section IV.

If the Grantee desires to accept the provisions of this franchise, it shall within thirty (30) days from and after the passage thereof file with the Clerk of said City of Bessemer, its formal acceptance thereof in writing, assenting to and agreeing to the provisions and restrictions herein contained.

Section V.

Whenever in this franchise reference is made to the City of to the Grantee, it shall be deemed to include their respective successors or assigns and all rights, privileges, and obligations of said City or of said Grantee, shall be binding upon and inure to the benefit of the respective successors or assigns of said City, or of said Grantee, whether so expressed or not.

Section VI.

This franchise shall take effect and be in force upon its passage and approval in the manner provided by law.

Adopted this 8th day of September, 1993,

presence of:

Maryann Bennett  
Witness

Joseph Bonovetz  
Joseph Bonovetz Mayor

Dave Trapp  
Witness

Bruce Carlson  
Bruce Carlson Clerk

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 1993,  
in the presence of:

NORTHERN STATES POWER COMPANY

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Vice President

Attest:

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Corporate Secretary