

APPENDIX A - FRANCHISES**I. Electric****Ordinance No. 114**

AN ORDINANCE AUTHORIZING THE SALE OF THE LIGHTING PLANT OF THE VILLAGE OF PRINCETON, MINNESOTA, TO THE ELK RIVER POWER & LIGHT COMPANY AND FIXING THE TERMS AND CONDITIONS OF SUCH SALE, INCLUDING A LEASE OF A PART OF ITS PROPERTY.

Be it ordained by the Village Council of the Village of Princeton, Minnesota, as follows:

Section 1. That the Village of Princeton sell and it does hereby sell to the Elk River Power & Light Company the municipal electric lighting plant now owned and operated by the Village of Princeton, consisting in principal of two direct connected generator units, feeders and bus bar connections attached thereto, switch board panels and appurtenances, boilers, power feed pumps, water heater, and all other appliances and appurtenances connected therewith, for furnishing steam for the two engine generator units referred to above, together with all tools now owned and used or to be used in connection therewith; also the complete electric distribution system, including all poles, cross arms, hardware, insulators, conductors, wires, anchorages, street lighting fixtures, lamps, lightning arresters, and all other appliances, owned by the Village of Princeton, all service connections, and any and all fixtures, appliances and appurtenances now connected with or used in the manufacture and distribution of electrical energy, and all tools and supplies now in use or on hand, including the free and unobstructed use of that part of the power plant building of the Village of Princeton that is now used for production and distribution of electrical energy, including the coal sheds connected with said power plant and the grounds over which the coal sheds and power plant may be reached, for and during the life of the franchise to be granted by the Village of Princeton for a period of twenty-five years to maintain and operate electric plant and furnish electrical energy to any and all parts of the Village of Princeton, all of said property to be sold and leased to the Elk River Power & Light Company for the sum of Twelve Thousand Five Hundred Dollars (\$12,500) and the further sum of twenty dollars (\$20.00) per month for during the full twenty-five year term of said franchise, commencing March 11th, 1919, and upon the execution and delivery of a deed of conveyance from the Village of Princeton to the Elk River Power & Light Company.

Section 2. And the President and Recorder of the Village of Princeton be and they are hereby authorized and directed to execute and deliver to the Elk River Power & Light Company a good and sufficient deed of conveyance and lease of all said property in accordance with Section 1 hereof, upon receipt of said sum of Twelve Thousand Five Hundred Dollars (\$12,500); all the said property to be thereupon delivered to the Elk River Power & Light Company in as good condition as the same is now in, ordinary wear and tear excepted.

Section 3. This ordinance shall be in force from and after its passage and publication, and after its approval thereof by the electors of the Village of Princeton at an election to be held in accordance with Chapter 172 of the Laws of Minnesota for the year 1917.

Section 4. That such election shall be conducted and the votes cast thereat shall be canvassed and the result thereof certified in like manner as for the election of Village Officers.

Section 5. That this ordinance shall take effect and be in full force from and after its passage publication.

Passed by the Village Council March 18, 1919.

Attest:

H. M. Avery
Village Recorder

President

Ordinance 113

AN ORDINANCE AUTHORIZING THE SALE OF THE LIGHTING PLANT OF THE VILLAGE OF PRINCETON, MINNESOTA, TO THE ELK RIVER POWER & LIGHT COMPANY AND FIXING THE TERMS AND CONDITIONS OF SUCH SALE, INCLUDING A LEASE OF A PART OF ITS PROPERTY.

Be it ordained by the Village Council of the Village of Princeton, Minnesota, as follows:

Section 1. That the Village of Princeton sell and it does hereby sell to the Elk River Power & Light Company the municipal electric lighting plant now owned and operated by the Village of Princeton, consisting in principal of two direct connected generator units, feeders and bus bar connections attached thereto, switch board panels and appurtenances, boilers, power feed pumps, water heater, and all other appliances and appurtenances connected therewith, for furnishing steam for the two engine generator units referred to above, together with all tools now owned and used or to be used in connection therewith; also the complete electric distribution system, including all poles, cross arms, hardware, insulators, conductors, wires, anchorages, street lighting fixtures, lamps, lightning arresters, and all other appliances, owned by the Village of Princeton, all service connections, and any and all fixtures, appliances and appurtenances now connected with or used in the manufacture and distribution of electrical energy, and all tools and supplies now in use or on hand, including the free and unobstructed use of that part of the power plant building of the Village of Princeton that is now used for production and distribution of electrical energy, including the coal sheds connected with said power plant and the grounds over which the coal sheds and power plant may be reached, for and during the life of the franchise to be granted by the Village of Princeton for a period of twenty-five years to maintain and operate electric plant and furnish electrical energy to any and all parts of the Village of Princeton, all of said property to be sold and leased to the Elk River Power & Light Company for the sum of Twelve Thousand Five Hundred Dollars (\$12,500) and the further sum of twenty dollars (\$20.00) per month for during the full twenty-five year term of said franchise, commencing March 11th, 1919, and upon the execution and delivery of a deed of conveyance from the Village of Princeton to the Elk River Power & Light Company.

Section 2. And the President and Recorder of the Village of Princeton be and they are hereby authorized and directed to execute and deliver to the Elk River Power & Light Company a good and sufficient deed of conveyance and lease of all said property in accordance with Section 1 hereof, upon receipt of said sum of Twelve Thousand Five Hundred Dollars (\$12,500); all the said property to be thereupon delivered to the Elk River Power & Light Company in as good condition as the same is now in, ordinary wear and tear excepted.

Section 3. This ordinance shall be in force from and after its passage and publication, and after its approval thereof by the electors of the Village of Princeton at an election to be held in accordance with Chapter 172 of the Laws of Minnesota for the year 1917.

Section 4. That such election shall be conducted and the votes cast thereat shall be canvassed and the result thereof certified in like manner as for the election of Village Officers.

Section 5. That this ordinance shall take effect and be in full force from and after its passage publication.

Passed by the Village Council February 24th, 1919.

Approved February 24, 1919.

Attest:

H. M. Avery
Village Recorder

H. A. Humphrey
President of the Village Council,
Village of Princeton, County of
Mille Lacs, State of Minnesota

Ordinance No. 112

AN ORDINANCE ORDERING AN ELECTION BY THE VOTERS OF the VILLAGE OF PRINCETON, MINNESOTA TO DETERMINE WHETHER THE VILLAGE OF PRINCETON SHALL AUTHORIZE THE SALE OF ITS LIGHTING PLANT AND A LEASE OF A PART OF ITS PROPERTY AND DIRECTING THE GIVING OF A NOTICE OF SUCH ELECTION.

Be it ordained by the Village Council of the Village of Princeton, Minnesota as follows:

Section 1. That it be and it is hereby ordered that an election by the legal voters of the Village of Princeton, Minnesota, to be held on the 11th day of March, 1919, at the regular annual election to be held on that date for the purpose of approving the sale of the electric lighting plant of the Village of Princeton, and the leasing of a part of its property to the Elk River Power & Light Company, upon the terms and conditions stated in an ordinance passed by the Village Council of the Village of Princeton on the day of February 1919 and approved the same day, and for the purpose of approving and confirming said ordinance, a copy of which ordinance is set out in full in section 2 of this ordinance.

Section 2. That notice of said election in the following form be posted and published as required by law, Viz; Notice of Election Notice is hereby given that an election of the legal voters of the Village of Princeton has been ordered to be held in the Village of Princeton on the 11th day of March, 1919, for the purpose of approving the sale of its electric lighting plant and a lease of a part of its property, on the terms and conditions stated in an ordinance, copy of which is hereinafter set out and for the purpose of ratifying and confirming said ordinance which was passed by the Village Council of the Village of Princeton on the day of February 1919 and approved the same day of which ordinance the following is a true copy:

Be it ordained by the Village Council of the Village of Princeton, Minnesota, as follows:

Section 1. That the Village of Princeton sell and it does hereby sell to the Elk River Power & Light Company the municipal electric lighting plant now owned and operated by the Village of Princeton, consisting in principal of two direct connected generator units, feeders and bus bar connections attached thereto, switch board panels and appurtenances, boilers, power feed pumps, water heater, and all other appliances and appurtenances connected therewith, for furnishing steam for the two engine generator units referred to above, together with all tools now owned and used or to be used in connection therewith; also the complete electric distribution system, including all poles, cross arms, hardware, insulators, conductors, wires, anchorages, street lighting fixtures, lamps, lightning arresters, and all other appliances, owned by the Village of Princeton, all service connections, and any and all fixtures, appliances and appurtenances now connected with or used in the manufacture and distribution of electrical energy, and all tools and supplies now in use or on hand, including the free and unobstructed use of that part of the power plant building of the Village of Princeton that is now used for production and distribution of electrical energy, including the coal sheds connected with said power plant and the grounds over which the coal sheds and power plant may be reached, for and during the life of the franchise to be granted by the Village of Princeton for a period of twenty-five years to maintain and operate electric plant and furnish electrical energy to any and all parts of the Village of Princeton, all of said property to be sold and leased to the Elk River Power &

Light Company for the sum of Twelve Thousand Five Hundred Dollars (\$12,500) and the further sum of twenty dollars (\$20.00) per month for during the full twenty-five year term of said franchise, commencing March 11th, 1919, and upon the execution and delivery of a deed of conveyance from the Village of Princeton to the Elk River Power & Light Company.

Section 2. And the President and Recorder of the Village of Princeton be and they are hereby authorized and directed to execute and deliver to the Elk River Power & Light Company a good and sufficient deed of conveyance and lease of all said property in accordance with Section 1 hereof, upon receipt of said sum of Twelve Thousand Five Hundred Dollars (\$12,500); all the said property to be thereupon delivered to the Elk River Power & Light Company in as good condition as the same is now in, ordinary wear and tear excepted.

Section 3. This ordinance shall be in force from and after its passage and publication, and after its approval thereof by the electors of the Village of Princeton at an election to be held in accordance with Chapter 172 of the Laws of Minnesota for the year 1917.

Section 4. That such election shall be conducted and the votes cast thereat shall be canvassed and the result thereof certified in like manner as for the election of Village Officers.

Section 5. That this ordinance shall take effect and be in full force from and after its passage and publication.

Passed by the Village Council February 24, 1919

Approved: February 24, 1919

Attest:

H. M. Avery
Village Recorder

H. A. Humphrey
President of the Village Council,
Village of Princeton, County of Mille Lacs,
State of Minnesota

Ordinance No. 111

AN ORDINANCE AMENDING ORDINANCE NO. 105 PASSED BY THE VILLAGE OF PRINCETON ENTITLED "AN ORDINANCE GRANTING TO THE ELK RIVER POWER & LIGHT COMPANY OF ELK RIVER, MINNESOTA, A CORPORATION , ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND AUTHORITY TO ERECT, CONSTRUCT, INSTALL, AND MAINTAIN AN ELECTRIC LIGHTING, HEATING AND POWER PLANT AND TO OPERATE AND MAINTAIN THE SAME WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF PRINCETON, MINNESOTA, MILLE LACS COUNTY, AND TO ERECT, CONSTRUCT, INSTALL, AND MAINTAIN POLES, WIRES, CONDUITS, TUNNELS, AND OTHER FIXTURES IN, UPON, OVER, ACROSS OR UNDER THE STREETS, ALLEYS, BRIDGES AND OTHER PUBLIC PLACES OF SAID VILLAGE, AND TO FURNISH ELECTRIC LIGHT, HEAT AND POWER TO THE SAID VILLAGE AND THE HABITANTS THEREOF" BY STRIKING OUT OF SECTION 6 OF SAID ORDINANCE THE FOLLOWING WORDS VIZ; "OR SUCH AS ARE ENACTED FROM AND AFTER THE DATE SAID GRANTEE SHALL TAKE POSSESSION OF THE MUNICIPAL ELECTRIC LIGHT PLANT."

The Village Council of the Village of Princeton do ordain:

Section 1. That ordinance number 105 passed by the Village Council of the Village of Princeton, entitled "as in the title of this ordinance set out, be and the same is amended by striking out of section 6 of said ordinance the following words, Viz: "or such as are enacted form and after the date said grantee shall take possession of the municipal electric light plant."

Section 2. This ordinance shall take effect and be in force from and after its passage and publication.

Passed by the Village Council of the Village of Princeton, Minnesota, the 24th day of Feb., 1919
Approved, Feb., 24th, 1919.

Attest:
H. M. Avery
Village Recorder

H. A. Humphrey
President of the Village Council,
of the Village of Princeton, Mille Lacs County,
State of Minnesota

Ordinance No. 108

AN ORDINANCE ORDERING AN ELECTION BY THE VOTERS OF THE VILLAGE OF PRINCETON, MINNESOTA, TO DETERMINE WHETHER THE VILLAGE OF PRINCETON SHALL AUTHORIZE THE SALE OF ITS LIGHTING PLANT AND LEASE OF PART OF ITS PROPERTY, AND DIRECTING THE GIVING OF NOTICE OF SUCH ELECTION.

Be it ordained by the Village Council of the Village of Princeton, Minnesota as follows:

Section 1. That it be and it is hereby ordered that an election by the legal voters of the Village of Princeton, Minnesota, be held on the 20th day of August, 1918, for the purpose of approving an ordinance for the sale to the Elk River Power & Light Company of the lighting plant of the Village of Princeton and the leasing of some of its property, passed by the Village Council of Princeton on the 7th day of August, 1918, and approved the same day, a copy of which ordinance appears hereinafter.

Section 2. That notice of said election in the following form be posted and published as required by law, viz:

"Notice is hereby given that a special election of the legal voters of the Village of Princeton has been ordered to be held in the Village of Princeton on the 20th day of August, 1918, for the purpose of approving an ordinance passed by the Village Council of the Village of Princeton, Minnesota on the 7th day of August, 1918, and approved on the same day, of which ordinance the following is a true copy:

AN ORDINANCE AUTHORIZING THE SALE OF THE LIGHTING PLANT OF THE VILLAGE OF PRINCETON, MINNESOTA, TO ELK RIVER POWER & LIGHT COMPANY AND FIXING THE TERMS AND CONDITIONS OF SUCH SALE, INCLUDING LEASE OF A PART OF ITS PROPERTY.

Be it ordained by the Village Council of the Village of Princeton, Minnesota, as follows:

Section 1. That the Village of Princeton sell and it does hereby sell to the Elk River Power & Light Company the municipal electric lighting plant now owned and operated by the Village of Princeton, consisting in principal of two direct connected generator units, feeders and bus bar connections attached thereto, switch board panels and appurtenances, boilers, power feed pumps, water heater, and all other appliances and appurtenances connected therewith, for furnishing steam for the two engine generator units referred to above, together with all tools now owned and used or to be used in connection therewith; also the complete electric distribution system, including all poles, cross arms, hardware, insulators, conductors, wires, anchorages, street lighting fixtures, lamps, lightning arresters, and all other appliances, owned by the Village of Princeton, all service connections, and any and all fixtures, appliances and appurtenances now connected with or used in the manufacture and distribution of electrical energy, and all tools and supplies now in use or on hand, including the free and unobstructed use of that part of the power plant building of the Village of Princeton that is now used for production and distribution of electrical energy, including the coal sheds connected with said power plant and the grounds over which the coal sheds and power plant may be reached, for and during the life of the franchise to be granted by the Village of Princeton for a period of twenty-five years to maintain and operate electric plant and furnish electrical energy to any and all parts of the Village of Princeton, all of said property to be sold and leased to the Elk River Power &

Light Company for the sum of Twelve Thousand Five Hundred Dollars (\$12,500) and the further sum of twenty dollars (\$20.00) per month for during the full twenty-five year term of said franchise, commencing March 11th, 1919, and upon the execution and delivery of a deed of conveyance from the Village of Princeton to the Elk River Power & Light Company.

Section 2. And the President and Recorder of the Village of Princeton be and they are hereby authorized and directed to execute and deliver to the Elk River Power & Light Company a good and sufficient deed of conveyance and lease of all said property in accordance with Section 1 hereof, upon receipt of said sum of Twelve Thousand Five Hundred Dollars (\$12,500); all the said property to be thereupon delivered to the Elk River Power & Light Company in as good condition as the same is now in, ordinary wear and tear excepted.

Section 3. This ordinance shall be in force from and after its passage and publication, and after its approval thereof by the electors of the Village of Princeton at an election to be held in accordance with Chapter 172 of the Laws of Minnesota for the year 1917.

Section 4. That such election shall be conducted and the votes cast thereat shall be canvassed and the result thereof certified in like manner as for the election of Village Officers.

Section 5. That this ordinance shall take effect and be in full force from and after its passage publication.

Passed by the Village Council August 7th, 1918. Approved August 7th, 1918.

Attest:

H. M. Avery
Village Recorder

H. A. Humphrey
President of the Village Council,
Village of Princeton, County of Mille Lacs,
State of Minnesota

Ordinance No. 107

AN ORDINANCE AUTHORIZING THE SALE OF THE LIGHTING PLANT OF THE VILLAGE OF PRINCETON, MINNESOTA, TO ELK RIVER POWER & LIGHT COMPANY AND FIXING THE TERMS AND CONDITIONS OF SUCH SALE, INCLUDING LEASE OF A PART OF ITS PROPERTY.

Be it ordained by the Village Council of the Village of Princeton, Minnesota, as follows:

Section 1. That the Village of Princeton sell and it does hereby sell to the Elk River Power & Light Company the municipal electric lighting plant now owned and operated by the Village of Princeton, consisting in principal of two direct connected generator units, feeders and bus bar connections attached thereto, switch board panels and appurtenances, boilers, power feed pumps, water heater, and all other appliances and appurtenances connected therewith, for furnishing steam for the two engine generator units referred to above, together with all tools now owned and used or to be used in connection therewith; also the complete electric distribution system, including all poles, cross arms, hardware, insulators, conductors, wires, anchorages, street lighting fixtures, lamps, lightning arresters, and all other appliances, owned by the Village of Princeton, all service connections, and any and all fixtures, appliances and appurtenances now connected with or used in the manufacture and distribution of electrical energy, and all tools and supplies now in use or on hand, including the free and unobstructed use of that part of the power plant building of the Village of Princeton that is now used for production and distribution of electrical energy, including the coal sheds connected with said power plant and the grounds over which the coal sheds and power plant may be reached, for and during the life of the franchise to be granted by the Village of Princeton for a period of twenty-five years to maintain and operate electric plant and furnish electrical energy to any and all parts of the Village of Princeton, all of said property to be sold and leased to the Elk River Power & Light Company for the sum of Twelve Thousand Five Hundred Dollars (\$12,500) and the further sum of twenty dollars (\$20.00) per month for during the full twenty-five year term of said franchise, commencing March 11th, 1919, and upon the execution and delivery of a deed of conveyance from the Village of Princeton to the Elk River Power & Light Company.

Section 2. And the President and Recorder of the Village of Princeton be and they are hereby authorized and directed to execute and deliver to the Elk River Power & Light Company a good and sufficient deed of conveyance and lease of all said property in accordance with Section 1 hereof, upon receipt of said sum of Twelve Thousand Five Hundred Dollars (\$12,500); all the said property to be thereupon delivered to the Elk River Power & Light Company in as good condition as the same is now in, ordinary wear and tear excepted.

Section 3. This ordinance shall be in force from and after its passage and publication, and after the approval thereof by the electors of the Village of Princeton at an election to be held in accordance with Chapter 172 of the Laws of Minnesota for the year 1917.

Passed by the Village Council August 7th, 1918

Approved August 7th, 1918

Attest:

H. M. Avery
Village Recorder

of the Village of Princeton, Mille Lacs county, State of Minnesota

H. A. Humphrey
President of the Village Council,

Ordinance No. 106

ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTRACT BETWEEN THE VILLAGE OF PRINCETON AND ELK RIVER POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS FOR ELECTRIC CURRENT FOR LIGHTING THE STREETS IN THE VILLAGE OF PRINCETON AND FOR POWER PURPOSES.

Be it ordained by the Village Council of the village of Princeton as follows:

Section 1. That the Village of Princeton make and enter into contract with the Elk River Power and Light Company of which the following shall be a copy:

This agreement made and entered into this ____ day of ____ A.D. 1918, by and between the Village of Princeton, a municipal corporation organized, created and existing under the laws of the State of Minnesota, acting by and through its duly authorized officers, party of the first part (hereinafter called "Village") and the Elk River Power and Light Company of Elk River, Minnesota, a corporation duly organized, created and existing under laws of the State of Minnesota, with its principal offices in the village of Elk River, Minnesota, as party of the second part, (hereinafter called the "Power Company"). Witnesseth:

1. That said Power Company, its successors and assigns, hereby agrees to furnish to the Village of Princeton all electric current necessary to light the streets, alleys, public grounds and places of said Village and to furnish all electric current and energy to the Village, which the Village, may desire, and need for power purposes to operate its pumping station as now existing or as may hereafter be maintained and operated and to furnish all such other electric energy and current as the said Village may desire for other power purposes for and during the terms of this contract; and the said Village of Princeton agrees to pay for such electric current, energy and power at and on the terms as hereinafter specified.

2. In consideration of the furnishing of such electric current and energy by the said Power Company the following rates shall apply to all lighting of streets, alleys, and public grounds for a period of fifteen years and the Village agrees to pay for the same at the following rate, to-wit:

\$1.50 per month for each 60 candle power Series Type "C" Mazda Lamp.

\$1.75 per month for each 80 candle power Series Type "C" Mazda Lamp.

\$2.00 per month for " 100 candle power Series Type "C" Mazda Lamp.

\$4.00 per month for " 250 candle power Series Type "C" Mazda Lamp.

\$6.00 per month for " 400 candle power Series Type "C" Mazda Lamp.

Minimum charge of \$125.00 per month shall be made for all street lighting, and the above rates to cover street lighting including maintenance; the said Power Company hereby agrees for and in consideration of the above rates as above specified to render and furnish all night service; all night light shall be construed to mean that all streets, squares and public ground lights shall be lighted each night during the time indicated by the government table as compiled covering the section of the United States in which said Village of Princeton is located, which schedule or table gives the hour when all light shall be lighted in the evening and when the same shall be extinguished the following morning, provided, however, that on a stormy night or upon nights when the weather conditions are such that it becomes dark and lights are necessary prematurely before such hour as provided in said table, the Power Company herein agrees to and will furnish light and illuminate the streets under and by virtue of this contract.

3. The following rates shall apply and be charged and paid for all electric current furnished and used for city pumping or other city power purposes, to-wit: \$.03 per K.W. hour, the same to be measured by watt-hour meter with no minimum charge.
4. All bills for such street lighting service and for all power as used by the said Village for pumping and other power purposes shall be rendered monthly and be subject to a discount of ten per cent for cash which will be allowed on each bill if paid on or before the 10th day of the month next following after the month in which such service is rendered. Provided however, that if the Power Company fails to present any bills for such service on or before the 10th day of the month after such service is given, the discount will be allowed the said Village as above said, if paid on or before ten days after the presentation of same, provided, however, that the minimum charge of \$125.00 on street lighting shall not be subject to any discount.
5. It is agreed that the Power Company shall, upon written request of the Village, install and maintain such additional street lights as and where the Village Council may from time to time direct, provided not less than two additional lamps shall be installed for 1,000 feet of wire to be strung, Whenever such additional or new lights shall be ordered they shall be promptly installed and thereafter the Village shall from the time said new lights shall furnish illumination, pay for the electric energy furnished to operate the same at the rates and subject to the terms as hereinbefore specified for street lighting. The Village shall have the right to require the location of any lamp or light is now installed to be once changed to other designated point or place on the same street, and when changed the light shall be promptly installed and thereafter maintained in the manner as hereinbefore specified for new or additional lights and the cost of such change shall be paid by the Power company. The Village shall have the right at any and all times to also change the location of any new or additional lamp or light as ordered placed, but, such change shall be made at the cost and expense of said Village and the bill for same to be rendered only for the actual cost of such removal or change and in the manner as herein specified for bills for street lighting.
6. The Power Company hereby agrees that all lights installed under this contract shall at all times be kept in good working order at its, the Power Company's expense, and all night service shall be maintained as hereinbefore specified.
7. The Power Company shall have and it is hereby granted the privilege or right to enter upon the streets and alleys and public grounds of the Village for the purpose of constructing, installing, repairing, changing, maintaining and operating its poles, wires, fixtures, and equipment in order to carry out the terms of this agreement. The right herein granted shall extend and include the right to change or make over the present electric lighting and power system in said village which is an alternating system and upon the expiration of this contract the Power Company shall have the right and privilege of removing all poles, wires, lights and equipment and apparatus that shall be used in the performance of this contract, but it shall, however, make such removal in a careful, prudent and diligent manner, so as to do no damage or cause no injury to the property of the said Village or of any inhabitants thereof, and to do the same in as reasonable and prudent a manner as possible and will properly refill all holes and depressions caused or made by such removal, and leave the streets, alleys and public grounds and surface thereof in as good a safe condition and in as good a state of repair as can be after such removal.

8. In the carrying out of the terms of this agreement and in the constructing, erecting, changing, installing, placing, maintaining and operating of its electric heating, lighting and power plant and system and in erecting poles, appliances, wires cables, and fixtures necessary, the Power Company hereby covenants that the same shall be done in a diligent and prudent manner so as to cause as little inconvenience as practicable to the public and that the same will not interfere with any sewer, water main, pipe or hydrant on the streets or in the alleys of said Village; and that in case any excavation is made that the same shall remain open no longer than absolutely necessary and that the Power Company, shall properly protect the same when open with proper guards and signals and shall so fill and repair the same as to leave the streets, alleys, bridges, public grounds and places in so far as possible in as good a condition as before such excavation were made, and provided, further, the Power Company, its successors or assigns, shall be responsible for any and all damage or injury to said Village or to any person caused by any negligence on the part of said Power Company, its agents, servants, officers or employees, resulting either from the construction, operation, maintenance, etc., of said system of electric lighting, heating, and power service and shall indemnify said Village for any recovery against it or loss suffered by it by reason of any such negligence.

9. In case and in event, except as hereinafter provided, if any one or more lights are not operated for any reason or cause for a period longer than one night after a written notice has been given, by the Village Clerk, to the manager in charge of the Power Company's plant, or to any duly authorized agent or servant, except as hereinafter specified, then there may at the option of the village council be deducted from the compensation herein specified, a sum equal to twice the amount of compensation herein provided to be paid for the period that such lights or light are not furnished, maintained or operated and at the rate herein specified, said sum or sums to be as compensation and liquidated damage for such failure to perform on the part of said Power Company. In case the Power Company's electric system shall be injured or destroyed by fire, cyclone or other casualty, or by act of Providence, public enemy or causes beyond the control of the Power Company rendering its, or part of it, permanently or temporarily inoperative during the life of this agreement, the Power Company, its successors or assigns, shall have a reasonable time in which to repair or reconstruct said power system and plant without rendering this agreement void or voidable, but the Power Company agrees to keep and maintain the power plant at Princeton, which it is buying from the said Village as an auxiliary plant for the purpose of furnishing electric energy under the pursuant to this contract, in all cases of emergency caused by injury or otherwise to its other sources of power, and that said means of protection or one equally efficient and practicable shall and will be maintained by the Power Company for such purposes during the life of this agreement. In case the Power Company shall not proceed with due diligence to operate its electric plant or system a re-establish service as herein provided, after receiving a written notice as herein provided, and shall fail to re-establish such service within a reasonable time, said Village is empowered to take charge of the electric light and power plant and system mentioned and maintained in said Village, and all lines, equipment and paraphernalia as belonging to and used by said Power Company, and operate the same and produce and transmit such power and energy as may be necessary to supply the said village and the inhabitants thereof, under the provisions of this contract.

In case the Power Company, its successors and assigns, shall not resume service as herein provided within a reasonable time, after said Village shall have taken charge of and started operating said plant as herein provided, this contract shall at the option of the said Village be void and the said plant, lines and system belonging to the Power Company as located in said Village shall be held as security for the payment of any and all cost of operating and expense connected therewith or

damages and compensation as herein provided for and such other damages as shall be sustained by the said Village by reason of the failure of said Power Company to carry out and perform the terms of this contract.

10. The Power Company hereby pledges the electric light and power plant and distribution system, which it shall purchase from the Village of Princeton, or as the same may be hereinafter reconstructed, repaired or changed, or added to as security for the faithful and diligent performance of all conditions and obligations herein contained and for the payment of all damages which the Village may suffer by virtue of any default by the said Power Company in the performance of any or all the conditions and agreement on its part herein contained, or for any damage which may result by virtue of any negligence on the part of the said Power Company, its servants, employees, officers, successors or assigns, or which may results by virtue of default of any contract or contracts which the said Power Company may execute with the said Village of Princeton.

11. The terms, conditions, provisions and agreement of Ordinance No. 105 in and for said Village of Princeton, entitled "An ordinance granting to the Elk River Power and Light Co. of Elk River, Minnesota a corporation, its successors and assigns, the right, privilege and authority to erect, construct, install and maintain and electric lighting, heating and power plant and to operate and maintain the said within the corporate limits of the Village of Princeton, Minnesota, Mille Lacs county, and to erect, construct, install, and maintain poles, wires, conduits, tunnels and other fixtures in, upon, over, across or under the streets, alleys, bridges and public places of said Village, and to furnish electric light, heat and power to said Village and the inhabitants thereof, " is hereby referred to and hereby made a part hereof.

12. This agreement shall take affect and be in force from and after its passage and publication and ratification of the sale of the Municipal lighting and power plant now owned by the said Village, which is to be purchased by said Power Company, by the legal voters of said Village of Princeton at an election to be held therein for that purpose and shall continue and be in force until the expiration of fifteen years thereafter.

Section 2. The terms, conditions and agreements in this contract contained, shall inure to the benefit and bind the successors and assigns of all parties hereto.

Section 3. The President of the Village Council and the Village Clerk are hereby authorized and instructed to execute and deliver said contract set out in section 1 hereof on behalf of the Village of Princeton.

Section 4. This ordinance shall take effect and be in force from and after its passage and publication and the ratification of the sale of the municipal light and power plant to the said Power Company by the legal voters of the Village of Princeton.

The foregoing ordinance was duly passed and adopted at a regular meeting of the Village Council of the Village of Princeton, Mille Lacs county, Minnesota, and approved on the 7th day of August, 1918.

Attest:

H. M. Avery
Village Recorder

H. A. Humphrey
President of Village Council.

II. Gas**ORDINANCE NO. 362****FRANCHISE FOR NATURAL GAS**

AN ORDINANCE GRANTING UNTO NORTH CENTRAL PUBLIC SERVICE CO., DIVISION OF DONOVAN COMPANIES INC., OF ST. PAUL, MINNESOTA, AN IOWA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE AND RIGHT FOR A PERIOD OF TWENTY-FIVE (25) YEARS TO ERECT, CONSTRUCT, RECONSTRUCT, MAINTAIN, AND OPERATE A GAS DISTRIBUTING SYSTEM FOR THE DISTRIBUTION OF GAS IN THE CITY OF PRINCETON, MINNESOTA, CONSISTING OF ALL SUCH EQUIPMENT, MACHINERY, PIPES, FIXTURES, TANKS, AND OTHER APPURTENANCES AS MAY BE NECESSARY OR USEFUL FOR SUCH DISTRIBUTING SYSTEM, AND TO USE AND OCCUPY THE STREETS, AVENUES, ALLEYS, BRIDGES, AND OTHER PUBLIC PLACES OF SAID CITY WITH GAS MAINS, PIPES, PIPELINE CONDUITS AND OTHER NECESSARY OR USEFUL APPLIANCES OR EQUIPMENT FOR THE SALE AND/OR DISTRIBUTION OF SUCH GAS IN AND TO SAID CITY AND TO THE INHABITANTS THEREOF, AND OTHERS, AND TO SELL, TRANSMIT AND DISTRIBUTE SUCH GAS TO SUCH CITY AND ITS INHABITANTS, OR OTHERS, WITHIN OR WITHOUT THE CORPORATE LIMITS OF SAID CITY FOR LIGHT, HEAT, POWER, FUEL, COOKING AND FOR ALL OTHER PURPOSES, AND PRESCRIBING THE TERMS AND CONDITIONS OF THE GRANT AND THE PENALTY FOR THE VIOLATION OF SAME, AND REPEALING ALL ORDINANCES IN CONFLICT THERE-WITH.

WHEREAS, North Central Public Service Co., Division of Donovan Companies, Inc., of St. Paul, Minnesota, has requested a Franchise for the distribution of gas in the City of Princeton, Minnesota, and

WHEREAS, it is deemed to be to the best interest of the City of Princeton, Minnesota, that North Central Public Service Co., Division of Donovan Companies, Inc., St. Paul, Minnesota, be granted a Franchise therefor.

(unreadable)..... , be it ordained by the City Council of the City of Princeton, Minnesota:

SECTION 1

That the City of Princeton Minnesota, hereby grants unto North Central Public Service Co., Division of Donovan Companies, Inc., of St. Paul, Minnesota an Iowa corporation, its successors and assigns, a non-exclusive Right and Franchise for a period of twenty-five (25) years from and after the date of the passage, approval and publication of this Ordinance, to erect, construct, reconstruct, maintain and operate within said City a gas distributing system, together with all appurtenances, pipes, machinery, tanks and appliances necessary or useful thereto, for the distribution of gas for the purpose of selling, distributing and supplying gas to said City and the inhabitants thereof, and others, together with the Right and Franchise to use and occupy the streets, avenues, alleys, bridges and other public places of said City, as now laid out and hereafter extended with its gas mains, pipes, pipelines, distributing lines, conduits and other appliances and appurtenances necessary or useful for the purpose of maintaining and operating such gas distributing system within said City, and the Right and Franchise of selling, distributing and supplying said City and inhabitants thereof, and others,

within and without the corporate limits of said City, with such gas for light, heat, fuel, power, cooking and other purposes, subject to the terms and conditions of this Ordinance, as herein set forth, and repealing all ordinances in conflict therewith.

SECTION II

Grantee shall construct, maintain and operate or otherwise provide a modern and adequate gas distributing system for the furnishing, sale and/or distribution of gas in said City, and said system shall have adequate capacity to furnish the reasonable requirements of said City and its inhabitants with gas, (rest of page is unreadable)

SECTION III

In order to affect the rights granted hereunder, the Grantee is authorized to make all necessary excavations in the streets, avenue, alleys and other lanes and public places of said City, but the same shall be done with the least possible interference with or inconvenience to the public, individuals, or public property; and the Grantee shall, in all cases, restore all streets, alleys and public places, and all pavements and excavations to their original condition; and, in laying mains and pipes, the Grantee shall conform to all reasonable regulations prescribed by the City to prevent injury to the pavement, streets, avenues, alleys, and public places, and Grantee shall not unnecessarily interfere with, injure or change any pavement, water pipes, drains or sewers of said City, either public or private without written consent of the owner thereof.

SECTION IV

The grants herein contained are upon the express condition that the Grantee shall be liable for all damages caused by the negligence or mismanagement of Grantee, its agents or employees, in the construction and maintenance of said gas distributing system, and it shall protect said City from any and liability therefrom.

SECTION V

Grantee agrees to furnish and supply to the City and its inhabitants an adequate supply of gas as long as available under such pressure and conditions as may be reasonably required under such rules and regulations as may be established by Grantee, and the Minnesota Public Utilities Commission or other such regulatory body as may hereinafter be established under the laws of the State of Minnesota and given jurisdiction thereof.

SECTION VI

The rates to be charged by the Grantee for gas or gas service hereunder, and the standard of service, shall be such as may be fixed from time to time by the Grantee and the Minnesota Public Utilities Commission, or such other rate making body as may hereinafter be established under the laws of the State of Minnesota and given jurisdiction thereof.

SECTION VII

That all the provisions of this Ordinance shall apply to the successors or assigns of the Grantee with the same force and effect as they do the Grantee itself.

SECTION VIII

That the Grantee, in addition to saving the City harmless from any and all claims which may be made against the City by reason of, or on account of, the construction, maintenance, or operation of the plant, distributing systems, and other construction erected and maintained under and by virtue of this Franchise, shall defend any suit brought against the City on account thereof at its sole cost and expense, and should any judgement be rendered against the City as a result of said suit or suits, the Grantee hereby agrees to pay said judgement, and the record of the judgement against said City in such suit shall be conclusive evidence to entitle said City to recover the amount thereof from said Grantee.

SECTION IX

That if the Grantee fails to perform any of the conditions, requirements, duties, or obligations herein provided to be performed by said Grantee, the City ...(??)... cause to be served upon the Grantee a written notice in the ...(rest of page is unreadable).

SECTION X

That all ordinances, or parts of ordinances, insofar as they are in direct conflict herewith, are hereby repealed.

SECTION XI

This Ordinance shall take effect and be in full force immediately upon its passage and approval by the City Council and its publication as provided by law; provided, that the Grantee, within thirty (30) days from the date of said approval authorizing said Franchise, shall file with the City Clerk its written acceptance thereof.

SECTION XII

Whenever the term "Grantee" is used herein, it shall be taken to mean and include North Central Public Service Co., Division of Donovan Companies, Inc., of St. Paul, Minnesota, and its successors and assigns.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Princeton, Minnesota on the 25th day of July, 1985.

Todd A. Rust
Mayor

III. Telephone

ORDINANCES, RULES, REGULATIONS, AND BY-LAWS

of the Village of Princeton, Mille Lacs County, Minn.

Ordinance No. 66

An Ordinance granting unto Northeastern Telephone Company, its successors and assigns, permission to erect poles, string wires, operate and maintain its lines of telephones upon, along and under the streets, alleys, highways and public grounds of the present and future corporate limits of the Village of Princeton in Mille Lacs County Minnesota, and to maintain and operate a telephone exchange therein.

The Village Council of the Village of Princeton do ordain as follows:

Sec. 1: That the Northeastern Telephone Company, its successors and assigns, be and is hereby granted the right, privilege and authority to construct, operate and maintain lines of telephone upon, along and under the streets, alleys, highways and public grounds of the present and future corporate limits of the Village of Princeton, County of Mille Lacs, State of Minnesota, upon the following terms and conditions:

Sec. 2: All poles shall be erected under the supervision of the Committee on Streets, or the Street Commissioner of said Village and all streets or sidewalks that may be disturbed or damaged in the construction, maintaining or repairing of said lines of telephone shall be promptly replaced and repaired by said Northeastern Telephone Company at its cost and expense.

Sec. 3: The said Northeastern Telephone Company shall be subject to all ordinances in force, or that may be hereafter passed relative to the use of the public streets and highways of said Village.

Sec. 4: The said Northeastern Telephone Company, its successors and assigns, shall have the right to maintain and operate within the present and future corporate limits of said Village, a local telephone exchange, for the purpose of conducting a local telephone business for the rent of telephones and the collection of telephone tolls in connection with or separate from its long distance telephone lines and otherwise, and to do any and all things usual and necessary to carry on a general telephone business in said Village.

Sec. 5: In consideration of the rights and privileges herein granted, said Northeastern Telephone Company, its successors and assigns, shall provide free of cost to said Village one two pin cross arms to be attached to its telephone poles erected under the provisions of this ordinance for the police and fire alarm telegraph system of said Village, when the same shall be required by the Village.

Sec. 6: Nothing in this ordinance contained shall be construed to grant to said Northeastern Telephone Company as exclusive right, and the said Village Council of said Village hereby reserves the right to grant a like right to any other Company for like purposes.

Sec. 7: This Ordinance shall take effect and be in force from and after its passage and publication.

Passed this 11th day of September 1899.

J. H. Baley
President of Village
Council, Village of Princeton, Minn.

Attest:
J. L. Hartman
Recorder