

AN ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, INC.  
A FLORIDA CORPORATION, ITS SUCCESSORS AND ASSIGNS  
A FRANCHISE FOR A PERIOD OF TEN (10) YEARS TO  
CONSTRUCT, OPERATE AND MAINTAIN A GAS UTILITY  
SYSTEM IN THE TOWN OF GOLDEN BEACH, FLORIDA, AND  
PRESCRIBING THE TERMS AND CONDITIONS OF SUCH  
FRANCHISE AND FOR REVOCATION THEREOF.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF  
GOLDEN BEACH, FLORIDA:

Section 1. That there is hereby granted to Peoples Gas System, Inc., a Florida corporation, (herein called the "Grantee") its successors and assigns, the non-exclusive right, privilege or franchise to construct, maintain and operate in, under, upon, over and across the present and future streets, alleys, bridges, easements and other public places of The Town of Golden Beach, Florida, (herein called the "Grantor"), and its successors, in accordance with established practice with respect to gas system construction and maintenance, for a period of ten years from the date of acceptance hereof, gas system facilities (including gas mains, pipes, supply pipes, conduits, ducts and other means of conveyance of gas) for the purpose of supplying natural, manufactured and other gas to Grantor, and its successors, the inhabitants thereof, and persons and corporations beyond the limits thereof. Natural gas tariffs shall be approved by the Florida Public Service Commission or in the absence of the Florida Public Service Commission the tariffs shall be approved by the council of the Town of Golden Beach.

Section 2. That the facilities shall be located or relocated and so erected as to interfere as little as possible with any sewers, water pipes or other public utility services previously constructed. The location or relocation of all facilities shall be made after Grantee's receipt of applicable permits and approvals from Grantor and under the supervision with the approval of such representatives as the governing body of Grantor may designate for the purpose but not so as unreasonably to interfere with the proper operation of Grantee's facilities and services. That when any portion of a street alley, bridge, easement and other public place of The Town of Golden Beach, Florida is excavated by Grantee in the location or relocation of any of its facilities, the portion of the street, alley, bridge, easement or other public place so excavated shall be properly barricaded during construction to protect the general public and within a reasonable time and as early as practicable after such excavation be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation. The Grantee shall maintain its facilities in good operating condition as outlined by state and federal regulations.

Section 3. That Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation, or maintenance by Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of Grantee, to indemnify Grantor and hold it harmless against any and all liability, loss, cost, damage or expense, which may accrue to Grantor by reason of the neglect, default, or misconduct of Grantee in the construction, operation or maintenance of its facilities hereunder and Grantee agrees hereby to maintain Grantor as a named beneficiary under Grantee's liability insurance policies.

Section 4. The Grantee, its successors and assigns shall pay The Town of Golden Beach, its successors and assigns, annually, for the privilege of operating a gas system under this franchise an amount which will equal six percent (6%) of the Grantee's annual gross revenues from the sale of natural gas to residential, business and industrial customers within the Town's corporate limits. The said amounts shall be made in monthly installments with the payment for each month becoming due thirty (30) days after the end of that month. That portion of any annual payment remaining unpaid when due shall draw interest from the due date, and until payment, at the rate of ten percent (10%) per annum. The Grantee further agrees that The Town of Golden Beach shall have the right during business hours, to inspect and/or audit the books and records to the Grantee evidencing the gross receipts of the Grantee on which this franchise fee is to be paid.

Section 5. As a further consideration of this franchise, said Grantor agrees not to engage in the business of distributing and selling natural, manufactured or other gas during the life of this franchise or any extension thereof in competition with the Grantee, its successors and assigns.

Section 6. That upon the annexation of the Grantor of any territory not within any incorporated city or town, the portion of Grantee's gas system that may be located within such annexed territory and upon the streets, alleys or public grounds thereof, shall thereafter, be subject to all the terms of this grant as though it were an extension made thereunder.

Section 7. The failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this ordinance after written notice from Grantor and a reasonable time, not exceeding two (2) months, in which to make good the default, shall be grounds for a forfeiture of this grant, but no such forfeiture shall take effect, if the reasonableness or propriety thereof is protested by Grantee until a court of competent jurisdiction (with right of appeal in either party) shall have found that Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have six (6) months after the final determination of the question, to make good the default before a forfeiture shall result with the right of Grantor at its discretion to grant such additional time to Grantee for compliance as the necessities in the case require. Grantee agrees, in the event that a court of competent jurisdiction (with right of appeal in either party) shall find that Grantee has failed to comply in any substantial respect with any of the provisions of this franchise, to pay the Grantor's cost and expense, including reasonable attorney's fees, arising therefrom.

Section 8. This ordinance shall become effective upon passage.

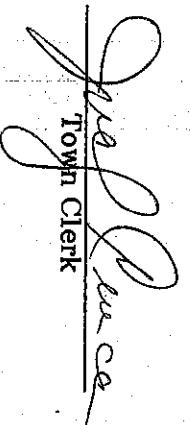
APPROVED ON FIRST READING THIS 19 day of December, 1989.

APPROVED AND ADOPTED ON SECOND READING THIS 16 day of January, 1990.

  
Mayor

ATTEST:

APPROVED AS TO FORM:

  
Town Clerk

  
Town Attorney

The motion to adopt the foregoing was offered by:

Vice Mayor Sorota

seconded by:

Councilman Duffner

and on roll call the following vote ensued:

Mayor Tobin	aye
Vice Mayor Sorota	aye
Councilman Duffner	aye
Councilman Fried	aye
Councilman Tweedle	aye