

CHAPTER 457

WATER AND LIGHT PLANTS

457.01 WATER AND LIGHT PLANTS IN VILLAGES.

The statute affords an easy and adequate remedy for contesting the validity of a municipal election authorizing the installment of a public utility, and the issues raised on such contest when determined bind all within the municipality, whether voters or taxpayers; and in the instant case the evidence sustains the finding that the allegations of unfair specifications designed to prevent general bidders from bidding were unproved and untrue. *Ahlquist v Commonwealth Elec. Co.* 194 M 599, 261 NW 452.

In a city referendum election upon the adoption or rejection of five separate ordinances for a city electric light, heat, and power plant, the charter provision that the ordinance be printed and published at least once and at least five days prior to the election, is mandatory, and failure so to do invalidated the election. *Ferguson v City of Morris*, 197 M 446, 267 NW 264.

So long as the village council acted freely and independently and for the best interests of the village the mere fact that it incorporated into the plans and specifications suggestions advanced by representatives of business bidders appearing at open public meetings, is not ground to set the contract aside when it also appears that the competition was not unreasonably limited. *Davis v Village of Madelia*, 205 M 526, 287 NW 1.

When the articles of a rural electrical cooperative provide for service of members only, the cooperative cannot accept a franchise from a village, nor can the village join the cooperative. OAG Jan. 2, 1945 (624-c-10).

A favorable vote of the electors must precede the acquisition of an electric distribution system. OAG Nov. 8, 1945 (624-c-8).

A village by granting a non-exclusive franchise for the distribution of electricity is not foreclosed from entering the field and conducting and operating its own light and power system. OAG May 23, 1946 (624-c-6).

457.02 WATER-WORKS AND LIGHT PLANTS.

A water and light company having a non-exclusive franchise from the city of Little Falls is not entitled to injunctive relief to restrain the city from constructing its own plant to obtain water and light for municipal purposes only. Such operation by the city does not interfere with the contract rights of plaintiff. *Little Falls Elec. Co. v City of Little Falls*, 102 F. 663.

Municipal bond procedure. 20 MLR 583.

457.03 POWERS OF COUNCIL; SUBMISSION TO VOTERS; NOTICE.

Whether a city election, authorizing the council to issue and sell bonds was legally called was an issue raised by the pleadings which warranted a full trial; and where the showing justifies a belief by the trial court that the plaintiff probably will produce evidence to entitle him to the relief asked, it is properly within the power of the trial court to maintain the status quo pending the final decision. *Neill v City of Red Wing*, 156 M 468, 195 NW 145.

See, *Ferguson v City of Morris*, 197 M 446, 267 NW 264, noted under section 457.01.

457.04 ELECTION, HOW CONDUCTED.

See, *Neill v City of Red Wing*, 156 M 468, 195 NW 145, noted under section 457.03.

MINNESOTA STATUTES 1947 ANNOTATIONS

457.09 WATER AND LIGHT PLANTS

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457.09 TAX LEVY FOR WATER AND LIGHT PLANTS.

The service commission of the village of Proctor may reduce rates charged to the village to synchronize with the tax levied under section 457.09. OAG Aug. 21, 1945 (624-a-6).

457.10 HOW COLLECTED.

The matter of hydrant rental and electric current and the charges relating thereto is as to furnishings to the municipality a matter of agreement between the water, light, power, and building commission and the city council. The council cannot coerce the commission or make its own rates. OAG Aug. 21, 1945 (624-A-6).

457.12 CONTRACTS FOR WATER AND LIGHT IN CITIES OF SECOND AND THIRD CLASS.

"In the absence of fraud or illegality, a municipality is estopped to deny the validity of a contract to be performed over a period of 20 years when it had power to make the contract in a proper manner, has accepted performance for about six years, one of which was after it had been notified that it would be held strictly to the terms of the contract, and has permitted the other party to put itself to expense in performance which will result in substantial loss if the contract is set aside. Chisholm Water Supply Co. v City of Chisholm, 205 M 245, 285 NW 895.

Where a contract between a city and a corporation furnishing water and light provides that a certain amount is to be paid by the city for six months for the service and the amount so to be paid is well within the ordinary revenues of the city raised by lawful means, the contract is valid even though the full amount of the contract if it became due all at once would be beyond the debt limit of the city. Anoka Water Works v City of Anoka, 109 F 580.

457.13 LEASING, SELLING, OR ABANDONING OF WATER-WORKS OR LIGHTING PLANTS.

Under section 457.13 a two-thirds vote of the electors is required to sell, lease, or abandon all or any specific part of a municipal light and water plant. OAG April 19, 1944 (59-A-36).

457.14 WATER, LIGHT AND HEATING PLANTS; PURCHASE; BONDS; SUBMITTED TO VOTERS.

The village of Edina qualifies under the provisions of L. 1941, c. 94, and where revenue bonds are to be issued for water supply system by the village, no vote of the people is necessary. OAG June 5, 1947 (44-B-17).