

## **APPENDIX B**

### **FRANCHISES**

#### **Article I. Michigan Consolidated Gas Company**

- Sec. 1. Grant of gas franchise and consent to laying of pipes, etc.**
- Sec. 2. Gas service and extension of system.**
- Sec. 3. Use of streets, highways, alleys and other public rights-of-way.**
- Sec. 4. Hold harmless provision.**
- Sec. 5. Standards and conditions of service; rules, regulations and rates.**
- Sec. 6. Successors and assigns.**
- Sec. 7. Effective date; term of franchise ordinance; acceptance by company.**
- Sec. 8. Effect and interpretation of ordinance.**

#### **Article II. Great Lakes Energy Cooperative**

- Sec. 1. Grant of gas and electric franchise and consent to laying of pipes, etc.**
- Sec. 2. Consideration.**
- Sec. 3. Use of streets and other public places.**
- Sec. 4. Force majeure.**
- Sec. 5. Indemnity.**
- Sec. 6. Effective date; term of franchise; acceptance by the company.**
- Sec. 7. Franchise not exclusive.**
- Sec. 8. Extensions.**
- Sec. 9. Rates.**
- Sec. 10. Revocation.**
- Sec. 11. Township jurisdiction.**
- Sec. 12. Michigan public service commission jurisdiction.**
- Sec. 13. Effect and interpretation of franchise.**
- Sec. 14. Successors and assigns.**

#### **Article III. Nordic Electric, L.L.C.**

- Sec. 1. Grant term.**
- Sec. 2. Consideration.**
- Sec. 3. Conditions.**
- Sec. 4. Hold harmless.**
- Sec. 5. Franchise not exclusive.**
- Sec. 6. Extensions.**
- Sec. 7. Rates.**
- Sec. 8. Revocation.**
- Sec. 9. Township jurisdiction.**
- Sec. 10. Michigan public service commission jurisdiction.**
- Sec. 11. Effective date.**

#### **Article IV. Consumers Power Company**

- [Sec. 1.] Sec. 12.311. Grant terms.**
- [Sec. 2.] Sec. 12.312. Consideration.**
- [Sec. 3.] Sec. 12.313. Conditions.**
- [Sec. 4.] Sec. 12.314. Hold harmless.**
- [Sec. 5.] Sec. 12.315. Franchise not exclusive.**
- [Sec. 6.] Sec. 12.316. Extensions.**
- [Sec. 7.] Sec. 12.317. Rates.**
- [Sec. 8.] Sec. 12.318. Revocation.**
- [Sec. 9.] Sec. 12.319. Township jurisdiction.**
- [Sec. 10.] Sec. 12.320. Michigan Public Service Commission jurisdiction.**
- [Sec. 11.] Sec. 12.321. Effective date.**

#### **Article V. Muskegon County**

- Sec. 1. Grant of franchise and consent to laying of pipes, etc.
- Sec. 2. Gas service and extension of system.
- Sec. 3. Use of streets and other public places.
- Sec. 4. Standards and conditions of service, rules, regulations and rates.
- Sec. 5. Successors and assigns.
- Sec. 6. Effective date, term of franchise ordinance, acceptance by company.
- Sec. 7. Effect and interpretation of ordinance.

## ARTICLE I.

### MICHIGAN CONSOLIDATED GAS COMPANY\*

---

\* **Editors Note:** Printed herein is Ordinance No. 300, effective on August 31, 1993. Amendments are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original. Obvious misspellings have been corrected without notation. For stylistic purposes, headings and catchlines have been made uniform and the same system for citations to state statutes and expression of numbers in text as appears in the Code of Ordinances has been used. A consistent scheme of capitalization has also been used. Additions for clarity are indicated by brackets.

---

#### GAS FRANCHISE ORDINANCE

Ordinance No. 300, eff. Aug. 21, 1993

An ordinance, granting to Michigan Consolidated Gas Company, its successors and assigns, the right, power, and authority to lay, maintain, and operate gas mains, pipes and services on, along, across and under the highways, streets, alleys, bridges and other public rights of way and to do a local gas business in the Township of Egelston, Muskegon County, Michigan for a period of 30 years.

The Township of Egelston ordains:

#### **Sec. 1. Grant of gas franchise and consent to laying of pipes, etc.**

Subject to all the terms and conditions mentioned in this ordinance, consent is hereby given to Michigan Consolidated Gas Company, a corporation organized under the laws of the State of Michigan (the "company"), and to its successors and assigns, to lay, maintain, operate, and use gas pipes, mains, conductors, service pipes, and other necessary equipment in the highways, streets, alleys and other public rights of way in the Township of Egelston, Muskegon County, Michigan, and a franchise is hereby granted to the Company, its successors and assigns, to transact local business in said Township of Egelston for the purposes of conveying gas into and through and supplying and selling gas in said Township of Egelston and all other matters incidental thereto.

#### **Sec. 2. Gas service and extension of system.**

If the provisions and conditions herein contained are accepted by the company, as in section 6 hereof provided, then the company shall furnish gas to applicants residing therein in accordance with applicable laws, rules and regulations; and provided further that such initial installation and any extensions shall be subject to the main extension provisions, the area expansion program provisions (if and where applicable), and other applicable provisions now or from time to time hereafter contained in the company's rules and regulations for gas service as filed with the Michigan public service commission or successor agency having similar

jurisdiction.

**Sec. 3. Use of streets, highways, alleys and other public rights-of-way.**

The company, its successors and assigns, shall not unnecessarily obstruct the passage of any of the highways, streets, alleys or other public rights-of-way within said Township of Egelston and shall within a reasonable time after making an opening or excavation, repair the same and leave it in as good condition as before the opening or excavation was made. No road, street, alley, or highway shall be opened for the laying of trunk lines or lateral mains except upon application to the highway commissioner or the Township of Egelston or other authority having jurisdiction in the premises, stating the nature of the proposed work and the route. Upon receipt of such application, it shall be the duty of the highway commissioners or the township board, or such other authority as may have jurisdiction, to issue a permit to the company to do the work proposed.

**Sec. 4. Hold harmless provision.**

The company, its successors and assigns shall hold the township harmless from any and all claims made against the township as a result of the company's activities. The company shall, in connection with this obligation, pay or reimburse the township for all damages, costs and expenses experienced by the township in connection with any such claim, including but not limited to judgments or awards for damages, settlements, court, dispute litigation or settlement costs, attorney fees, consultant and laboratory fees and any other expenses which may be incurred by the township resulting from the activities of the company or its officers, employees, agents or servants.

**Sec. 5. Standards and conditions of service; rules, regulations and rates.**

The company is now under the jurisdiction of the Michigan public service commission to the extent provided by statute; and the rates to be charged for gas, and the standards and conditions of service and operation hereunder, shall be the same as set forth in the company's schedule of rules, regulations, and rates as applicable in the several cities, villages, and townships in which the company is now rendering gas service, or as shall hereafter be validly prescribed for the Township of Egelston under the orders, rules, and regulations of the Michigan public service commission or other authority having jurisdiction in the premises.

**Sec. 6. Successors and assigns.**

The words "Michigan Consolidated Gas Company" and "the company," wherever used herein, are intended and shall be held and construed to mean and include both Michigan Consolidated Gas Company and its successors and assigns, whether so expressed or not.

**Sec. 7. Effective date; term of franchise ordinance; acceptance by company.**

This ordinance shall take effect the day following the date of publication thereof, which publication shall be made within 30 days after the date of its adoption, and shall continue in effect for a period of 30 years thereafter, subject to revocation at the will of the Township of Egelston at any time during said 30 year period; provided, however, that when this ordinance shall become effective the township clerk shall deliver to the company a certified copy of the ordinance accompanied by written evidence of publication and recording thereof as required by law, and the company shall, 30 days after the date this ordinance takes effect, file with

the township clerk its written acceptance of the conditions and provisions hereof.

**Sec. 8. Effect and interpretation of ordinance.**

All ordinances and resolutions, and parts thereof, which conflict with any of the terms of this ordinance are hereby rescinded. In the case of conflict between this ordinance and any such ordinances or resolutions, this ordinance shall control. The catchline headings which precede each section of this ordinance are for convenience in reference only and shall not be taken into consideration in the construction or interpretation of any of the provisions of this ordinance.

**ARTICLE II.**

**GREAT LAKES ENERGY COOPERATIVE\***

---

\* **Editors Note:** Printed herein is Ordinance No. 305, effective on September 14, 1998. Amendments are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original. Obvious misspellings have been corrected without notation. For stylistic purposes, headings and catchlines have been made uniform and the same system for citations to state statutes and expression of numbers in text as appears in the Code of Ordinances has been used. A consistent scheme of capitalization has also been used. Additions for clarity are indicated by brackets.

---

**GAS AND ELECTRIC FRANCHISE ORDINANCE**

Ordinance No. 305, eff. Sept. 14, 1998

A franchise, granting to Great Lakes Energy Cooperative, its successors and assigns, the right, power and authority to lay, maintain and operate gas mains, pipes and services and to lay, maintain and operate electric lines, poles and services on, along, across and under the highways, streets, alleys, bridges and other public places, and to do a local gas and electric public utility business in the Township of Egelston, Muskegon County, Michigan for a period of 30 years.

The Township of Egelston, Muskegon County, Michigan, ordains:

**Sec. 1. Grant of gas and electric franchise and consent to laying of pipes, etc.**

Subject to all the terms and conditions mentioned in this franchise, consent, permission, right and authority is hereby given to Great Lakes Energy Cooperative, a corporation organized under the laws of the State of Michigan (the "company"), and to its successors and assigns to lay, maintain, operate and use gas pipes, mains, conductors, service pipes and other necessary equipment, and to lay, maintain, operate and use electric lines, poles, cables, conduits, appliances, buildings and other necessary works in the highways, streets, alleys and other public places in the Township of Egelston, Muskegon County, Michigan (the "township"), and a nonexclusive franchise is hereby granted to the company, its successors and assigns, to transact local business in the township for the purposes of producing, storing, transmitting, selling and distributing gas and electricity in, into and through the township and all other matters incidental thereto.

**Sec. 2. Consideration.**

In consideration of the rights, power and authority hereby granted, the company shall faithfully perform all things required by the terms hereof. The company shall be responsible for payment of all publication expenses in connection with the adoption of this franchise ordinance; furthermore, the company shall reimburse the township for any legal expense incurred in connection with the adoption of this ordinance.

### **Sec. 3. Use of streets and other public places.**

The company, its successors and assigns, shall not unnecessarily obstruct the passage of any of the highways, streets, alleys, or other public places within the township and shall within a reasonable time after making an opening or excavations, repair the same and leave it in as good condition as before the opening or excavation was made. The company, its successors and assigns shall use due care in exercising the privileges herein contained and shall be liable to the township and to every owner of property abutting the company's gas pipelines, electrical lines or other facilities, for all damages and costs arising from the default, carelessness, or negligence of the company or its officers, agents and servants.

All of the company's structures and equipment shall be so placed on either side of the highways so as not to unnecessarily interfere with the use thereof for all highway purposes and the reasonable use of the right of way by other utilities, public or private. The same conditions shall apply to streets, alleys, bridges or waterways. All of the company's wires carrying electricity shall be erected according to all statutes, ordinances, codes and standards of the industry and the state of Michigan. They shall be erected and securely fastened so as to avoid the endangerment or injury of persons or properties in any place. The company shall have the right to trim trees if necessary in the conducting of such business, subject however to the supervision of highway authorities. Before erecting any structure or installing any equipment within the public rights-of-way, the company shall give the township supervisor at least 30 days notice explaining the intended work and its location; said notice provisions shall not apply to routine maintenance, emergency repairs or construction, or to the installation of service drops or hook-ups. The rights and authority granted by the township to the company hereunder do not include or endorse the right to use the land of others without consent or to commit trespass in the furtherance of the construction, repair or maintenance of the company's facilities located in the public rights-of-way. In the event of incidental damage to property of others, or permitted landscaping in the right-of-way, the company shall fully restore same to its previous condition.

No road, street, alley, or highway shall be opened for the laying of gas trunk lines or gas lateral mains except upon application to the highway commission or the township or other authority having jurisdiction in the premises, stating the nature of the proposed work and the route. Upon receipt of such application, it shall be the duty of the highway commissioners or the township board, or such other authority as may have jurisdiction, to issue a permit to the company to do the work proposed. All of the company's gas pipelines carrying gas shall be installed and placed according to all statutes, ordinances, codes and standards of the industry and the State of Michigan. They shall be installed and securely placed so as to avoid the endangerment or injury of persons or properties in any place.

### **Sec. 4. Force majeure.**

The company shall not be under any liability for failure to furnish gas or electric service as herein provided, or for any breach of the company's obligations hereunder, if such failure or breach is caused in any part by acts of God, labor troubles, strikes, shortages of supply, accidents, breakage or repair of pipeline,

machinery or equipment, failure of suppliers to deliver, shortages of materials or labor, governmental laws, rulings or regulations, or any other causes or contingencies not reasonably within the control of the company.

#### **Sec. 5. Indemnity.**

As part of the consideration for the granting of this franchise, the company (indemnitor) shall, at its sole cost and expense, fully indemnify and hold the township (indemnitee), its officers, boards, commissions, agents and employees, harmless against any and all claims, demands, lawsuits, actions, liability and judgments for damages arising out of the granting or operation of this franchise, including but not limited to liability for damages to any former holder of a public utility franchise whose franchise may have been revoked and superseded by this franchise. In further consideration for the granting of this franchise, the company shall pay actual attorney's fees, costs and expenses which may be incurred by the township in defense of or in response to any claim, demand, lawsuit, action or administrative proceeding arising out of the granting of this franchise or the revocation of prior franchises, whether or not judgment is entered against the township.

#### **Sec. 6. Effective date; term of franchise; acceptance by the company.**

This franchise shall take effect the day following the date of publication there, which publication shall be made within 30 days after the date of its adoption, and shall continue in effect for a period of 30 years thereafter; provided, however, that when this franchise shall become effective the township clerk shall deliver to the company a certified copy of the franchise accompanied by written evidence of publication and recording thereof as required by law, and the company shall, within 60 days after receipt of the above documents, file with the township clerk its written acceptance of the conditions and provisions hereof. Upon acceptance and publication hereof, this ordinance shall constitute a contract between the township and the company that is terminable at will by the township.

#### **Sec. 7. Franchise not exclusive.**

The rights, power and authority herein granted are not exclusive. The right to do electric and gas business hereunder are several, and such rights may be separately exercised, owned and transferred. This franchise shall not be assigned by the company without the permission of the township, which shall not be unreasonably withheld. No assignment shall be approved until the assignee is shown to the township to have the financial, technical and practical ability to perform and conform to the requirements of this franchise ordinance. The assignment of this franchise by the company to an affiliated corporation as part of a corporate reorganization does not require the township's permission. The provisions of this section shall not be interpreted to prevent the granting of additional franchises. The township does not grant a property right by this franchise.

#### **Sec. 8. Extensions.**

If the company shall from time to time extend its electric and gas systems to and within the township, and furnishes electricity and gas to applicants residing therein it shall do so in accordance with applicable laws, rules and regulations.

#### **Sec. 9. Rates.**

The company shall be entitled to charge the inhabitants of said township for electricity and gas furnished

therein, the rate as approved by the Michigan public service commission or its successors. Such rates and rules shall be subject to review and change at any time upon petition therefor being made by either said township acting by its township board, or by the company.

#### **Sec. 10. Revocation.**

The franchise granted by this ordinance is subject to revocation upon 60 days written notice by the party desiring such revocation. Revocation by the township shall be at will.

#### **Sec. 11. Township jurisdiction.**

The company shall be and remain subject to all ordinances, rules and regulations of the township now in effect, or which might subsequently be adopted for the regulation of land uses or for the protection of the health, safety and general welfare of the public; provided however that nothing herein shall be construed as a waiver by the company of any of its existing or future rights under state or federal law. Further, this franchise is governed, including the interpretation or effect of any term hereof, by Michigan law, statutes and constitution, which shall prevail over any term of this franchise.

#### **Sec. 12. Michigan public service commission jurisdiction.**

The company shall, as to all other conditions and elements of electrical and gas service, not herein fixed, be and remain subject to the reasonable rules and regulations of the Michigan public service commission or its successors, applicable electric and gas service in said township.

#### **Sec. 13. Effect and interpretation of franchise.**

All other franchises, ordinances and resolutions, and parts thereof, which conflict with any of the terms of this franchise are hereby rescinded. In the case of conflict between this franchise and any such franchises, ordinances or resolutions, this franchise shall control. The catchline headings which precede each section of this franchise are for convenience in reference only and shall not be taken into consideration in the construction or interpretation of any of the provisions of this franchise.

#### **Sec. 14. Successors and assigns.**

The words "Great Lakes Energy Cooperative" and the "company," wherever used herein, are intended and shall be held and construed to mean and include both Great Lakes Energy Cooperative and its successors and assigns, whether so expressed or not.

### **ARTICLE III.**

#### **NORDIC ELECTRIC, L.L.C.\***

---

\* **Editors Note:** Printed herein is Ordinance No. 12.301, adopted on February 22, 1996. Amendments are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original. Obvious misspellings have been corrected without notation. For stylistic purposes, headings and catchlines have been made uniform and the same system for citations to state statutes and expression of numbers in text as appears in the Code of Ordinances has been used. A consistent scheme of capitalization has also been used. Additions for clarity are indicated by

brackets.

---

## ELECTRIC FRANCHISE ORDINANCE

Ordinance No. 12.301, adopted Feb. 22, 1996

An ordinance granting to Nordic Electric, L.L.C., a Michigan limited liability company, its successors and assigns, the right, power, and authority to construct, maintain and commercially use electric lines consisting of towers, masts, poles, crossarms, guys, and other electrical appliance on, along, across and under the highways, streets, alleys, bridges and to do a local electric business in the township of Egelston, Muskegon County, Michigan for a period of 30 years.

The Township of Egelston, Muskegon County, Michigan ordains:

### **Sec. 1. Grant term.**

The Township of Egelston, Muskegon County, State of Michigan, (hereinafter called "grantor"), hereby grants to Nordic Electric, L.L.C., a Michigan limited liability company, its successors and assigns, (hereinafter called "grantee") the right, power and authority to construct, maintain and commercially use electric lines consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers and other electrical appliances on, along, across and under the highways, streets, alleys, and bridges and to do a local electric business in the township of Egelston, Muskegon County, Michigan for a period of 30 years.

### **Sec. 2. Consideration.**

In consideration of the rights, power and authority hereby granted, said grantee shall faithfully perform all things required by the terms hereof. The franchisee shall pay or secure to the township, before adoption of this ordinance, the entire cost to the township of the adoption process, public notices, publication, printing of the ordinance and attorney fees in connection with review of the ordinance.

### **Sec. 3. Conditions.**

No street, alley, bridge, or highway used by said grantee shall be obstructed longer than necessary during the work of construction or repair, and shall be restored to the same order and condition as when said work as commenced. All of grantee's structures and equipment shall be so placed on either side of the highways as not to unnecessarily interfere with the use thereof for highway purposes, including highway purposes, the use of the right-of-way by other utilities, public or private, or any legal right-of-way. The same conditions shall apply to streets, alleys, or bridges. All of grantee's wires carrying electricity shall be erected according to all statutes, ordinances, codes and standards of the industry, the township and the State of Michigan. They shall be erected and securely fastened so as to avoid the endangerment or injury of persons or properties in any place. The grantee shall have the right to trim trees if necessary in the conducting of such business, subject however to the supervision of highway authorities and the township. Before erecting any structure or installing any equipment, the franchisee shall consult with the township supervisor, and shall give at least 30 days notice of such intended construction to the township supervisor and building inspector. The grantee shall not commit trespass on any property of other persons and shall remain in the right-of-way to carry on all construction,

maintenance or repair. In the event of incidental damage to property of others, or permitted landscaping in the right-of-way, the grantee shall fully restore same to its previous condition, and satisfy the township concerning such restoration.

#### **Sec. 4. Hold harmless.**

When and if grantee shall install or construct any physical facilities in the township, thereafter, the grantee shall maintain in force, during the remaining period of its franchise, an insurance policy issued by a reputable insurer licensed in the State of Michigan and acceptable to the township for comprehensive general liability, including all risks thereunder, together with any special electric liability endorsements, insuring the township as an additional insured, and covering liability for injuries to any person or property. The liability limits shall be \$5,000,000.00. A certificate evidencing the issuance of the said policy shall be placed with the township. Renewals thereof shall be required as a condition of the continuance of this franchise. And, a failure to renew or cancellation of the policy shall constitute cancellation of the franchise. The declaration of coverage or other documents from the insurance company shall guarantee that the township shall receive 30 days written notice of cancellation before the policy may be canceled. Said grantee shall at all times save and keep the township free and harmless from all loss, costs and expense to which it may be subject by reason of the negligent operation, construction or maintenance of the structures and equipment hereby authorized. In case any action is commenced against the township on account of the permission herein granted, said grantee shall, upon notice, defend the township and save it free and harmless from all loss, cost and damage arising out of such negligent construction and maintenance. In addition all third party liability shall be borne by the party whose equipment was found negligent. To include transformers, transmission lines, poles, guide wires, and etc. as related to the standard operating conditions of said equipment.

#### **Sec. 5. Franchise not exclusive.**

The rights, power and authority herein granted are not exclusive. The rights to do electric business hereunder are several, and such rights may be separately exercised, owned and transferred. This franchise shall not be assigned by the grantee without the permission of the township, which shall not be unreasonably withheld. No assignment shall be approved until the assignee is shown to the township to have the financial, technical and practical ability to perform and conform to the requirements of this franchise ordinance. The provisions of this section shall not be interpreted to prevent the granting of additional franchises. The township does not grant a property right by this franchise.

#### **Sec. 6. Extensions.**

Said grantee shall from time to time extend its and [sic] electric systems to and within said township, and shall furnish or [sic] electricity to applicants residing therein in accordance with applicable laws, rules and regulations.

#### **Sec. 7. Rates.**

The grantee shall be entitled to charge the inhabitants of said township for electricity furnished therein, the rate as approved by the Michigan public service commission. Such rates and rules shall be subject to review and change at any time upon petition therefor being made by either said township acting by its township board, or by said grantee. In the event the authority to set electric rates is ever legally available to the township, and the

township so elects, then rates shall be set by the township.

**Sec. 8. Revocation.**

The franchise granted by this ordinance is subject to revocation upon 60 days written notice by the party desiring such revocation. Revocation by the township shall be at will.

**Sec. 9. Township jurisdiction.**

The grantee shall be and remain subject to all ordinances, rules and regulations of the township now in effect, or which might subsequently be adopted for the regulation of land uses or for the protection of the health, safety and general welfare of the public; provided however that nothing herein shall be construed as a waiver by grantee of any of its existing or future rights under state or federal law. Further, this franchise is governed, including the interpretation or effect of any term hereof, by Michigan law, statutes and constitution, which shall prevail over any term of this franchise.

**Sec. 10. Michigan public service commission jurisdiction.**

Said grantee shall, as to all other conditions and elements of electrical service, not herein fixed, be and remain subject to the reasonable rules and regulations of the Michigan public service commission or its successors, applicable electric service in said township.

**Sec. 11. Effective date.**

This ordinance shall take effect upon the day after the date of publication thereof, provided however, it shall cease and be of no effect after 30 days from its adoption unless within said period the grantee shall accept the same in writing filed with the township clerk. Upon acceptance and publication hereof, this ordinance shall constitute a contract terminable at will by the township between said township and said grantee.

**ARTICLE IV.**

**CONSUMERS POWER COMPANY\***

---

\* **Editors Note:** Printed herein is Ordinance No. 12.310, adopted on August 5, 1996. Amendments are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original. Obvious misspellings have been corrected without notation. For stylistic purposes, headings and catchlines have been made uniform and the same system for citations to state statutes and expression of numbers in text as appears in the Code of Ordinances has been used. A consistent scheme of capitalization has also been used. Additions for clarity are indicated by brackets.

---

**ELECTRIC FRANCHISE ORDINANCE**

Ordinance No. 12.310, adopted Aug. 5, 1996

An ordinance granting to Consumers Power Company, its successors and assigns, the right, power and authority to construct, maintain and commercially use electric lines consisting of towers, masts, poles,

crossarms, guys and other electrical appliance on, along, across and under the highways, streets, alleys, bridges and waterways, and to do a local electric business in the Township of Egelston, Muskegon County, Michigan for a period of 30 years.

The Township of Egelston, Muskegon county, Michigan ordains:

**[Sec. 1.] Sec. 12.311. Grant terms.**

The Township of Egelston, Muskegon County, state of Michigan, (hereinafter called "grantor"), hereby grants to Consumers Power Company, its successors and assigns, (hereinafter called "grantee") the right, power and authority to construct, maintain and commercially use electric lines consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers and other electrical appliances on, along, across and under the highways, streets, alleys, bridges and waterways, and to do a local electric business in the Township of Egelston, Muskegon County, Michigan for a period of 30 years.

**[Sec. 2.] Sec. 12.312. Consideration.**

In consideration of the rights, power and authority hereby granted, said grantee shall faithfully perform all things required by the terms hereof. Grantee shall be responsible for payment of all publication expenses in connection with the adoption of this franchise ordinance; furthermore, grantee shall reimburse the township for any legal expense incurred in connection with the adoption of this ordinance, up to a maximum of \$500.00.

**[Sec. 3.] Sec. 12.313. Conditions.**

No street, alley, bridge, highway or waterway used by said grantee shall be obstructed longer than necessary during the work of construction or repair, and shall be restored to the same order and condition as when said work was commenced. All of grantee's structures and equipment shall be so placed on either side of the highways so as not to unnecessarily interfere with the use thereof for all highway purposes and the reasonable use of the right-of-way by other utilities, public or private. The same conditions shall apply to streets, alleys, bridges or waterways. All of grantee's wires carrying electricity shall be erected according to all statutes, ordinances, codes and standards of the industry and the State of Michigan. They shall be erected and securely fastened so as to avoid the endangerment or injury of persons or properties in any place. The grantee shall have the right to trim trees if necessary in the conducting of such business, subject however to the supervision of highway authorities. Before erecting any structure or installing any equipment within the public rights-of-way, the grantee shall give the township supervisor at least 30 days notice explaining the intended work and its location; said notice provisions shall not apply to routine maintenance, emergency repairs or construction, or to the installation of service drops or hook-ups. The rights and authority granted by the township to grantee hereunder do not include or endorse the right to use the land of others without consent or to commit trespass in the furtherance of the construction, repair or maintenance of grantee's facilities located in the public rights-of-way. In the event of incidental damage to property of others, or permitted landscaping in the right-of-way, the grantee shall fully restore same to its previous condition.

**[Sec. 4.] Sec. 12.314. Hold harmless.**

Said grantee shall at all times save and keep the township free and harmless from all loss, costs and expense to which it may be subject by reason of the negligent operation, construction or maintenance of the

structures and equipment hereby authorized. In case any action is commenced against the township on account of the permission herein granted, said grantee shall, upon notice, defend the township and save it free and harmless from all loss, cost and damage arising out of such negligent construction and maintenance.

**[Sec. 5.] Sec. 12.315. Franchise not exclusive.**

The rights, power and authority herein granted are not exclusive. The rights to do electric business hereunder are several, and such rights may be separately exercised, owned and transferred. This franchise shall not be assigned by the grantee without the permission of the township, which shall not be unreasonably withheld. No assignment shall be approved until the assignee is shown to the township to have the financial, technical and practical ability to perform and conform to the requirements of this franchise ordinance. The assignment of this franchise by grantee to an affiliated corporation as part of a corporate reorganization does not require township permission. The provisions of this section shall not be interpreted to prevent the granting of additional franchises. The township does not grant a property right by this franchise.

**[Sec. 6.] Sec. 12.316. Extensions.**

Said grantee shall from time to time extend its electric systems to and within said township, and shall furnish electricity to applicants residing therein in accordance with applicable laws, rules and regulations.

**[Sec. 7.] Sec. 12.317. Rates.**

The grantee shall be entitled to charge the inhabitants of said township for electricity furnished herein, the rate as approved by the Michigan public service commission. Such rates and rules shall be subject to review and change at any time upon petition therefor being made by either said township acting by its township board, or by said grantee.

**[Sec. 8.] Sec. 12.318. Revocation.**

The franchise granted by this ordinance is subject to revocation upon 60 days written notice by the party desiring such revocation. Revocation by the township shall be at will.

**[Sec. 9.] Sec. 12.319. Township jurisdiction.**

The grantee shall be and remain subject to all ordinances, rules and regulations of the township now in effect, or which might subsequently be adopted for the regulation of land uses or for the protection of the health, safety and general welfare of the public; provided however that nothing herein shall be construed as a waiver by grantee of any of its existing or future rights under state or federal law. Further, this franchise is governed, including the interpretation or effect of any term hereof, by Michigan law, statute and constitution, which shall prevail over any term of this franchise.

**[Sec. 10.] Sec. 12.320. Michigan Public Service Commission jurisdiction.**

Said Grantee shall, as to all other conditions and elements of electrical service, not herein fixed, be and remain subject to the reasonable rules and regulations of the Michigan public service commission or its successors, applicable electric service in said township.

**[Sec. 11.] Sec. 12.321. Effective date.**

This ordinance shall take effect upon the day after the date of publication thereof, provided however, it shall cease and be of no effect after 30 days from its adoption unless within said period the grantee shall accept the same in writing filed with the township clerk. Upon acceptance and publication hereof, this ordinance shall constitute a contract terminable at will by the township between said township and said grantee.

**ARTICLE V.**

**MUSKEGON COUNTY\***

---

\* **Editors Note:** Printed herein is Ordinance No. 2006-02, adopted on February 6, 2006. Amendments are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original. Obvious misspellings have been corrected without notation. For stylistic purposes, headings and catchlines have been made uniform and the same system of citations to state statutes and expression of numbers in text as appears in the Code of Ordinances has been used. A consistent scheme of capitalization has also been used. Additions for clarity are indicated by brackets.

---

**GAS FRANCHISE ORDINANCE**

Ordinance No. 2006-02, adopted Feb. 6, 2006

An ordinance granting to Muskegon County, its successors and assigns, the right, power and authority to lay, maintain and operate gas mains, pipes and services on, along, across and under the highways, streets, alleys, bridges and other public places, and to do a local gas business in the Township of Egelston, Muskegon County, Michigan for a period of 30 years.

The Township of Egelston ordains:

**Sec. 1. Grant of franchise and consent to laying of pipes, etc.**

Subject to all the terms and conditions mentioned in this ordinance, consent is hereby given to Muskegon County (the "county"), and to its successors and assigns, to lay, maintain, operate and use gas pipes, mains, conductors, service pipes, and other necessary equipment in the highways, streets, alleys, and other public places in the Township of Egelston, Muskegon County, Michigan, and a franchise is hereby granted to the county, its successors and assigns, to transact local business in said Township of Egelston for the purposes of conveying gas into and through and supplying and selling gas in said Township of Egelston and all other matters incidental thereto.

**Sec. 2. Gas service and extension of system.**

If the provisions and conditions herein contained are accepted by the county, as in section 6 hereof provided, then the county shall furnish gas to applicants residing therein in accordance with applicable laws, rules and regulations; and provided further that such initial installation and any extensions shall be subject to the main extension provision, the area expansion program provisions (if and where applicable), and other applicable

provisions now or from time to time which may hereafter be contained in the county's rules and regulations for gas service as may be filed with the Michigan public service commission or successor agency having similar jurisdiction.

### **Sec. 3. Use of streets and other public places.**

The county, its successors and assigns, shall not unnecessarily obstruct the passage of any of the highways, streets, alleys or other public places within said Township of Egelston and shall within a reasonable time after making an opening or excavation, repair the same and leave it in as good condition as before the opening or excavation was made. The county, its successors and assigns, shall use due care in exercising the privileges herein contained and shall be liable to said Township of Egelston for all damages and costs which may be recovered against the Township of Egelston from the default, carelessness, or negligence of the county or its officers, agents and servants.

No road, street, alley, or highway shall be opened for the laying of trunk lines or lateral mains except upon application to the highway commissioner or the township of Egelston other authority having jurisdiction in the premises, stating the nature of the proposed work and the route. Upon receipt of such application, it shall be the duty of the highway commissioners or the township board, or such other authority as may have jurisdiction, to issue a permit to the county to do the work proposed.

### **Sec. 4. Standards and conditions of service, rules, regulations and rates.**

The county may be under the jurisdiction of the Michigan public service commission to the extent provided by statute; and the rates to be charged for gas, and the standards and conditions of service and operation hereunder, shall be the same as set forth in the county's schedule of rules, regulations, and rates as applicable in the several cities, villages and townships in which the county is now rendering gas service, or as shall be hereafter validly prescribed for the Township of Egelston under the orders, rules and regulations of the Michigan public service commission or other authority having jurisdiction in the premises.

### **Sec. 5. Successors and assigns.**

The words "Muskegon County" and "the county," wherever used herein, are intended and shall be held and construed to mean and include both Muskegon County and its successors and assigns, whether so expressed or not.

### **Sec. 6. Effective date, term of franchise ordinance, acceptance by company.**

This ordinance shall take effect the day following the date of publication thereof, which publication shall be made within 30 days after the date of its adoption, and shall continue in effect for a period of 30 years thereafter, subject to revocation at the will of the Township of Egelston at any time during said 30 year period; provided, however, that when this ordinance shall become effective the township clerk shall deliver to the county a certified copy of the ordinance accompanied by written evidence of publication and recording thereof as required by law, and the county shall, 60 days after the date this ordinance takes effect, file with the township clerk its written acceptance of the conditions and provisions hereof.

### **Sec. 7. Effect and interpretation of ordinance.**

All ordinances and resolutions, and parts thereof, which conflict with any of the terms of this ordinance are hereby rescinded. In the case of conflict between this ordinance and any such ordinances or resolutions, this ordinance shall control. The catchline headings which precede each section of this ordinance are for convenience in reference only and shall not be taken into consideration in the construction or interpretation of any of the provisions of this ordinance.