

Presque Isle Township
Presque Isle County, Michigan
ORDINANCE NO. 3-2021

A FRANCHISE, granting to PRESQUE ISLE ELECTRIC & GAS CO-OP, its successors and assigns, the right, power and authority to lay, maintain and operate electric and fiber lines, poles and services on, along, across and under the highways, streets, alleys, bridges and other public places, and to conduct a local electric, broadband, and communication business in the Township of Presque Isle, Presque Isle County, Michigan for a period of thirty years.

The Township of Presque Isle ORDAINS:

Section 1. Grant of Franchise. The Township of Presque Isle, located in Presque Isle County, Michigan (the "Township") hereby grants to Presque Isle Electric & Gas Co-op, its subsidiaries, successors, and assigns (the "Company") consent, permission, right and authority is hereby given to construct, lay, operate, maintain, use, and replace electric, fiber, and other communication lines, poles, cables, conduits, appliances, buildings and other necessary works, in the highways, streets, alleys and other public places in the Township and a non-exclusive franchise is hereby granted to the Company, its subsidiaries, successors, and assigns, to transact local business in the Township for the purposes of producing, storing, transmitting, selling, and distributing electricity and broadband communication services into and through the Township and all other matters incidental thereto.

Section 2. Consideration. In consideration of the rights, power and authority hereby granted, the Company shall faithfully perform all things required by the terms hereof.

Section 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 lines or other facilities, for all damages and costs from the negligence of the Company or its officers, agents, and servants.

Section 4. Force Majeure. The Company shall not be liable for failure to furnish service as herein provided, or for any breach of the Company's obligations hereunder, if such failure or breach is caused by acts of God, labor troubles, riot, or any other causes or contingencies not reasonably within the control of the Company.

Section 5. Hold Harmless. The Company shall at all times keep and save the Township free and harmless from all loss, costs and expense to which it may be subject by reason of the Company's negligent construction and negligent maintenance of the structures and equipment hereby authorized. If any action is commenced against the Township resulting from Company's negligent construction and maintenance, the Company 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.

Section 6. Effective Date; Term of Franchise; Acceptance by the Company. This Franchise shall take effect the day following the date of publication thereof, which publication shall be made within thirty (30) days after the date of its adoption, and shall continue in effect for a period of thirty (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 thereof as required by law, and the Company shall, within sixty (60) days after receipt of the above documents, file with the Township Clerk its written acceptance of the conditions and provisions hereof.

Section 7. Franchise Not Exclusive. The rights, power and authority granted by this Franchise are not exclusive, and nothing contained herein shall prevent the Township from granting other non-exclusive electric or broadband franchises.

Section 8. Franchise Revocable. The franchise granted by this ordinance is subject to revocation upon sixty (60) days written notice by the party desiring such revocation.

Section 9. 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, to the extent of such conflict. The catch line 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.

Section 10. Successors and Assigns. The words "Presque Isle Electric & Gas Co-op" and the "Company," wherever used herein, are intended and shall be held and construed to mean and include both Presque Isle Electric & Gas Co-op and its subsidiaries, successors, and assigns, whether so expressed or not.

Ayes: 5

Nays: 0

Date Passed: 2/8/2021

Attested, by order of the Township of Presque Isle,
Presque Isle County, Michigan

Cynthia Farnell
Township Clerk

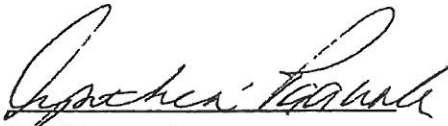
Stephen Lane
Township Supervisor

CERTIFICATION

I HEREBY CERTIFY that the foregoing is a Resolution duly made and passed by the Presque Isle Township Board of Trustees at a regular meeting held on the 8th day of February, 2021, at 7:00 p.m., at the Township offices, located at 12653 E. Grand Lake Road, Presque Isle, Michigan 49777, with a quorum present.

Dated:

2/8/2021



Cynthia Paavola

Presque Isle Township Clerk