

CHARTER TOWNSHIP OF JAMESTOWN

COUNTY OF OTTAWA, MICHIGAN

At a regular meeting of the Township Board of the Charter Township of Jamestown, held at the Township Hall on the 20th day of September, 2021, at 7:00 p.m.

PRESENT: Members: VanHaitsma, DeHaan, Miller, Miedema, Miller and Tacoma

ABSENT: Members: McCormick

The following ordinance was offered by Member DeHaan and supported by Member Miller:

ORDINANCE NO. 21-004

**GREAT LAKES ENERGY COOPERATIVE
ELECTRIC FRANCHISE ORDINANCE**

AN ORDINANCE GRANTING TO GREAT LAKES ENERGY COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, POWER AND AUTHORITY TO CONSTRUCT, LAY, MAINTAIN AND OPERATE ELECTRIC AND FIBER LINES, POLES AND SERVICES ON, ALONG, ACROSS AND UNDER THE HIGHWAYS, STREETS, ALLEYS, BRIDGES, WATERWAYS, AND OTHER PUBLIC PLACES, AND TO CONDUCT A LOCAL ELECTRIC BUSINESS IN THE CHARTER TOWNSHIP OF JAMESTOWN, OTTAWA COUNTY, MICHIGAN, FOR A PERIOD OF THIRTY (30) YEARS.

THE CHARTER TOWNSHIP OF JAMESTOWN ORDAINS:

Section 1. Grant of Franchise. The Charter Township of Jamestown, Ottawa County, Michigan (the "Township"), hereby grants to the Great Lakes Energy Cooperative, its subsidiaries, successors and assigns (the "Company"), consent, permission, right and authority to construct, lay, operate, maintain, use and replace electric, fiber, and other communication lines, poles, cables, conduits, appliances, buildings and other necessary facilities, including smart grid technology on, under, along and across the highways, streets, alleys, bridges, waterways, 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 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. Conditions. 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 excavation, repair the same and leave it in as good a condition as before the opening or excavation was made. All of the

Company's towers, masts, poles, and other facilities shall be neat and sightly, and so placed on either side of the highways, streets, alleys, bridges and waterways, as not to unnecessarily interfere with the use thereof for highway, street and alley purposes. All of the Company's wires, and fiber lines not buried underground shall be securely fastened so as not to endanger or injure persons or property in said highways, streets and alleys and shall be laid so as not to interfere with the use thereof, and when completed, the same shall be left in as good of condition as when work was commenced.

The Company, shall not commercially use, sell or provide broadband or other telecommunications services within the Township unless or until it obtains a permit, pays the fees and charges, and fulfills the mapping requirements for telecommunications providers as required by the Metropolitan Extension Telecommunications Right-Of-Way Oversight Act, the same being Act 48 of the Public Acts of Michigan of 2002 (the "METRO Act").

The Company shall provide notice to the Township before undertaking any significant operation to lay, maintain, operate or install facilities within the Township. The Township may, in its discretion, impose conditions upon the location of such facilities, including requiring that they be underground in certain instances, where such location is a necessary aid to the public health, safety and welfare and, in particular, to the free and effective flow of traffic.

The Company shall at all times use due care in exercising the privileges contained in this franchise and shall be liable to the Township and to every owner of property abutting the Company's electric lines, fiber lines, and other facilities, for all damages and costs arising from the default, carelessness or negligence of the Company or its officers, agents and servants.

Section 4. Indemnification and Hold Harmless. As part of the consideration for the granting of this Franchise, the Company shall, at its sole cost and expense, fully indemnify and hold the Township, 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.

Section 5. Vacation of Rights-of-Way and Relocation of Facilities. The Township has the right to vacate any public right-of-way within the Township as well as any right to use same possessed by the Company, and/or the Township may require the Company to relocate its lines and facilities at the Company's own expense when such vacation and/or relocation is made necessary to secure the public health and welfare or is otherwise required by the Township in the exercise of a governmental function. This re-location shall include the re-location of facilities underground where such a re-location is in the public interest and advances the public health, safety and welfare.

Section 6. Franchise Not Exclusive. The rights, power and authority herein granted, are not exclusive, and nothing contained herein shall prevent the Township from granting other non-exclusive franchises.

Section 7. Revocation. The franchise granted by this ordinance is subject to revocation upon sixty (60) days written notice by the party desiring such revocation.

Section 8. **Michigan Public Service Commission, Jurisdiction.** The Company shall, as to all other conditions and elements of service not herein fixed, be and remain subject to the reasonable rules and regulations of the Michigan Public Service Commission or its successors, applicable to electric service in the Township.

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 “Great Lakes Energy Cooperative” and “Company,” wherever used herein, are intended and shall be held and construed to mean and include both Great Lakes Energy Cooperative and its subsidiaries, successors, and assigns whether so expressed or not.

Section 11. **Effective Date; Term of Franchise; Acceptance by the Company.** This Franchise shall take effect the seven days 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. Upon acceptance and publication hereof, this ordinance shall constitute a contract between the Township and the Company.

AYES: Brouwer, DeHaan, VanHaitsma, Miedema, Miller and Tacoma

NAYS: None

ORDINANCE DECLARED ADOPTED.

Passed and adopted by the Township Board of the Charter Township of Jamestown, County of Ottawa, Michigan, on September 20, 2021, and approved by me on September 21, 2021.



Laurie VanHaitsma, Supervisor
Charter Township of Jamestown

Attest:



Candy DeHaan, Township Clerk

First Reading: August 16, 2021

Second Reading: September 20, 2021

Ordinance becomes effective: October 8, 2021

CERTIFICATE OF TOWNSHIP CLERK

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the Township Board of the Charter Township of Jamestown, County of Ottawa, State of Michigan, at a regular meeting held on September 20, 2021, and that the public notice of said meeting was given pursuant to the Open Meetings Act, being Act No. 267 of Public Acts of Michigan of 1976, as amended including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for said meeting.

I further certify that said Ordinance has been recorded in the Ordinance Book of the Township and such recording has been authenticated by the signatures of the Supervisor and the Township Clerk.



Candy DeHaan
Township Clerk

ACCEPTANCE

TO THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF
JAMESTOWN, OTTAWA COUNTY, MICHIGAN:

The GREAT LAKES ENERGY COOPERATIVE hereby accepts the franchise granted to it
by your Township Board, on the 20th day of September, 2021, which said franchise was adopted as
Ordinance No 21-004.

Dated: OCTOBER 7, 2021.

GREAT LAKES ENERGY COOPERATIVE

By: Adam Burles

Its: REGULATORY MANAGER