

**Charter Township of Alpena**

**Alpena County, Michigan**

**ORDINANCE NO. 146**

**A FRANCHISE, granting to PRESQUE ISLE ELECTRIC & GAS CO-OP, and 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 Charter Township of Alpena, Alpena County, Michigan, for a period of thirty years.**

**The Charter Township of Alpena ORDAINS:**

**Section 1. Grant of Franchise.** The Charter Township of Alpena, located in Alpena County, Michigan (the "Township"), hereby grants to Presque Isle Electric & Gas Co-op, and 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 works, in the highways, streets, alleys, and other public places in the Township, and a non-exclusive franchise is hereby granted to the Company, and 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, and 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 condition as before the opening or excavation was made. The Company, and 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 arising from the negligence of the Company, and its successors and assigns, or officers, agents, and servants of the Company and its successors and assigns.

**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 the

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.

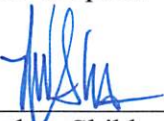
**Section 9. Effect and Interpretation of Franchise.** All other Township franchises, ordinances, and resolutions, and parts thereof, if any, which pertain to Presque Isle Electric & Gas Co-op and which conflict with any of the terms of this Franchise are hereby rescinded, to the extent of such conflict. 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.


Adopted and approved this 22<sup>nd</sup> day of February, 2021, by the Charter Township of Alpena Board of Trustees.

The Township Supervisor declared this ordinance adopted.

Dated: 2.22.21

  
\_\_\_\_\_  
Nathan Skibbe  
Charter Township of Alpena Supervisor

Dated: 2-22-21

  
\_\_\_\_\_  
Michele Palevich  
Charter Township of Alpena Clerk

**CERTIFICATION**

I hereby certify that the foregoing constitutes a true and complete copy of an ordinance duly adopted by the Charter Township of Alpena Board of Trustees at a regular meeting held on the 22<sup>nd</sup> day of February, 2021, with a quorum present.

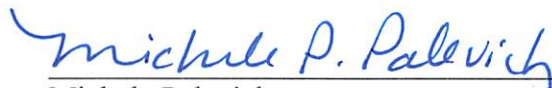
I further certify that the following Board members were present at the meeting: Supervisor Nathan Skibbe, Clerk Michele Palevich, Treasurer Laura Ellery-Somers, Trustee Cash Kroll, Trustee Steven Lappan, and Trustee Russell Rhynard, and that the following Board members were absent: Trustee Norm Poli.

I further certify that the Board member Trustee Russell Rhynard moved for adoption of the ordinance, and the motion was supported by the Board member Trustee Cash Kroll.

I further certify that the following Board members voted upon roll call vote for the adoption of the ordinance: Supervisor Nathan Skibbe, Clerk Michele Palevich, Treasurer Laura Ellery-Somers, Trustee Cash Kroll, Trustee Steven Lappan, and Trustee Russell Rhynard, and that the following Board members voted against the adoption of the ordinance: None.

I further certify that the original ordinance is on file in the records in my office; that the meeting was conducted and public notice was given pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended); and that minutes of such meeting were kept and will be or have been made available as required thereby.

Dated: 2-22-21



Michele Palevich  
Charter Township of Alpena Clerk

**ACCEPTANCE**

This Franchise is hereby accepted by the Company on March 4, 2021, pursuant to the terms and conditions set forth in the foregoing Franchise.

PRESQUE ISLE ELECTRIC & GAS CO-  
OP

By: 

Its: President & CEO