

Bear Creek Township  
Emmet County, Michigan

ORDINANCE NO. 17-02

A REVOCABLE, NONEXCLUSIVE ELECTRIC UTILITY FRANCHISE, granting to GREAT LAKES ENERGY COOPERATIVE, its successors and assigns, the right, power and authority to lay, maintain and operate electric lines, poles and services on, along, across and under the highways, streets, alleys, bridges and other public rights-of-way within the Township of Bear Creek, to provide electric service within the Township, and to conduct a local electric public utility business incident to such service in the Township.

The Township of Bear Creek ORDAINS:

Section 1. Grant of 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 electric lines, poles, cables, conduits, and other electrical equipment and appliances in the highways, streets, alleys and other public rights-of-way within the Township of Bear Creek, Emmet County, Michigan, (the "Township") and a non-exclusive franchise is hereby granted to the Company, its successors and assigns, to transact local business in the Township for the purposes of transmitting, selling and distributing electricity into and through the Township and all other matters incidental thereto.

Section 2. 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 rights-of-way 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 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.

No road, street, alley, or highway shall be entered or opened for the laying, erecting, constructing, or installing of electrical lines, poles, wires, or conduits except following application to the Emmet County Road Commission or the Township or other authority having jurisdiction in the premises (whichever is applicable), stating the nature of the proposed work and the route, and upon obtaining the necessary approval of the applicable body for such work

Section 3. Force Majeure. The Company shall not be under any liability for failure to furnish electric 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 4. 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. 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 any of the activities permitted hereby or under the predecessor hereof, whether or not judgment is entered against the Township.

Section 5. 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 twenty-four (24) 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 6. 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 franchises.

Section 7. Franchise Revocable. This Franchise shall be revocable at the will of the Township.

Section 8. Additional Conditions. This Franchise is granted subject to the following additional conditions:

- (a) The Company shall not disturb or interfere with any other utility lines within the Township and shall otherwise cooperate with other utilities in the location of any new or relocated utility lines within the township.
- (b) No street, highway, alley or public right-of-way shall be allowed to remain encumbered by any construction work for a longer period than shall be reasonably necessary to perform such work.

- (c) All electric lines hereafter installed shall be located underground and not suspended between poles or other structures unless specifically consented to by the Township. Unless otherwise prohibited by state law or local ordinance, new customer service along existing overhead lines may continue to be installed overhead.
- (d) Nothing in this franchise shall be construed in any manner as a surrender by the Township of its legislative power nor shall it in any manner be interpreted as limiting the rights of the Township or the County Road Commission to regulate the use of any street, highway, alley, or public right-of-way within either of their jurisdictions.

Section 9. Interpretation of Franchise. 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 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.

Ayes: Keiser, Notestine, Mays, Flynn  
Nays: None  
Date Passed: March 6, 2002

Attested, by Order of the Township of  
Bear Creek, Emmet County, Michigan

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Township Clerk

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Township Supervisor

#### CERTIFICATION

The undersigned, being the duly qualified and acting Clerk of Bear Creek Township, Emmet County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board at a regular meeting held on March 6, 2002, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and, (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Dated: March 6, 2002

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Bear Creek Township Clerk

ACCEPTANCE

This Franchise is hereby accepted by the Company on April 8, 2002  
pursuant to the terms and conditions set forth in the foregoing Franchise.

GREAT LAKES ENERGY COOPERATIVE

By \_\_\_\_\_  
Its: \_\_\_\_\_

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