



Township Ordinances

ORDINANCE 64 ALGER DELTA FRANCHISE AGREEMENT

An Agreement granting to Alger Delta Cooperative Electric Association, its successors and assigns, the right, power and authority to lay, maintain and operate poles, lines, and other appurtenances and other utility services, and communication related thereto on, along, across and under the highways, streets, alleys, bridges and other public places, and to transact a local electric public utility business in the Township of Chocolay, Marquette County, Michigan for a period of twenty-three years.

The Township of Chocolay ORDAINS:

Section 1 Grant of Electric Franchise

The Township of Chocolay, Marquette County, Michigan, (the "Township") hereby grants consent, permission, right and authority is hereby given to Alger Delta Cooperative Electric Association, 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 transmission and distribution lines, poles, cables, conduits, appliances, buildings and other appropriate appurtenances in the highways, streets, alleys and other public places in the Township of Chocolay, Marquette County, Michigan, and grants the Company a non-exclusive franchise, its successors and assigns, to transact local business in the Township for the purposes of producing, storing, transmitting, selling and distributing electricity in, 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.

Section 4 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.





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Section 5 Force Majeure

The Company shall not be liable 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 in any part by acts of God or public enemy, terrorist acts, civil disturbance, 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 Company's Control.

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 twenty-three (23) 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 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 Coordination of Construction Plans

The Company shall coordinate efforts to construct new or relocated transmission and distribution lines, or appurtenances, in the highways, streets, alleys, or other public places within the Township with plans for construction of Township owned utilities or other planned improvements to said rights-of-way and public places.

Section 8 Franchise Revocable

This Franchise shall be subject to revocation during its term at the will of the Township. Any such revocation must be communicated to the Company in writing and such revocation will become effective sixty (60) days following receipt of written notice of 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. In the case of conflict between this Franchise and any such franchises, ordinances or resolutions, this Franchise shall control. 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.





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Section 10 Successors and Assigns

The words "Alger Delta Cooperative Electric Association" and the "Company," wherever used herein, are intended and shall be held and construed to mean and include both Alger Delta Cooperative Electric Association and its successors and assigns, whether so expressed or not. The Company may assign the rights and obligations under this Agreement as long as the Company provides prior written notice to the Township of any such assignment.

