

Sands Township

Marquette County, Michigan

ORDINANCE NO. 59

A FRANCHISE, granting to ALGER DELTA COOPERATIVE ELECTRIC ASSOCIATION, 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 business in Sands Township, Marquette County, Michigan for a period of thirty years.

Sands Township ORDAINS:

Section 1. Grant of Franchise. Sands Township, located in Marquette County, Michigan (the “Township”) hereby grants to Alger Delta Cooperative Electric Association, its subsidiaries, successors, and assigns (“Alger Delta”) 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 Alger Delta, 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, Alger Delta shall faithfully perform all things required by the terms hereof.

Section 3. Use of Streets and Other Public Places. Alger Delta, 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. Alger Delta, 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 Alger Delta’s lines or other facilities, for all damages and costs arising from the negligence of Alger Delta or its officers, agents, and servants.

Section 4. Force Majeure. Alger Delta shall not be liable for failure to furnish service as herein provided, or for any breach of Alger Delta’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 Alger Delta.

Section 5. Hold Harmless. Alger Delta 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 Alger Delta’s negligent construction and negligent maintenance of the structures and equipment hereby authorized. If any action is commenced against the Township resulting from Alger Delta’s negligent construction and maintenance, Alger Delta 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 Alger Delta. 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 Alger Delta a certified copy of the Franchise accompanied by written evidence of publication thereof as required by law, and Alger Delta 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 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 “Alger Delta Cooperative Electric Association” and “Alger Delta,” wherever used herein, are intended and shall be held and construed to mean and include both Alger Delta Cooperative Electric Association and its subsidiaries, successors, and assigns, whether so expressed or not.

I, *Carolyn Kerkela*, the elected Clerk of Sands Township, Attest that Ordinance #59 was duly adopted at a regular meeting of the Sands Township Board on July 11, 2023, with a motion by *Darlene Walch*, seconded by *Carolyn Kerkela*.

Ayes: *D. Kallio, D. Walch, K. Koehn, C. Kerkela*

Nays: *None*

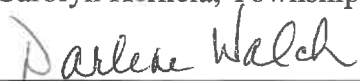
Absent: *J. Yelle*

Date Passed: July 11, 2023

Attested, by Order of the Sands Township,
Marquette County, Michigan



Carolyn Kerkela, Township Clerk



Darlene Walch, Township Supervisor

CERTIFICATION

The undersigned, being the duly qualified and acting Clerk of Sands Township, Marquette County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of an Ordinance duly adopted by the Township Board at a regular meeting held on July 11, 2023, 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: July 11, 2023


Carolyn Kerkela, Sands Township Clerk

