

## ORDINANCE NO. 55

### **PENINSULA TOWNSHIP ORDINANCE GRANTING FRANCHISE TO TRAVERSE CITY LIGHT & POWER DEPARTMENT TO TRANSACT LOCAL BUSINESS FOR A PERIOD OF 30 YEARS**

An Ordinance to grant a non-exclusive franchise to Traverse City Light & Power Department to transact local business within the Township of Peninsula Township.

#### THE TOWNSHIP OF PENINSULA ORDAINS:

There is hereby adopted an Ordinance granting to the Traverse City Light & Power Department, its successors and assigns, a Michigan municipal electric utility, a non-exclusive franchise to transact local business within the Township of Peninsula, pursuant to the following terms:

1. Grant of Franchise. The Township of Peninsula, State of Michigan, hereafter referred to as Township, hereby grants to Traverse City Light & Power Department and its successors and assigns hereinafter referred to as Grantee, a franchise to construct, lay, operate, replace, repair, maintain, and commercially use electric and telecommunications facilities consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers, underground wires and equipment, and other necessary electrical and telecommunication works in, on, under, along and across the highways, streets,

alleys, bridges, and other public places, and a non-exclusive franchise to transact local business in that area of the Township of Peninsula, Grand Traverse County, Michigan, described in paragraph 2 hereof for the purposes of producing, storing, transmitting, selling, and distributing electricity and telecommunication services into and through the Township and all other matters incidental thereto.

2. Consideration. In consideration of the rights, power and authority hereby granted, Grantee shall faithfully perform all things required by the terms hereof.

3. Franchise Area. The Franchise Area is described on Attachment A, attached hereto and incorporated here by reference.

4. Construction and Maintenance Standards. All of the Grantee's towers, masts, and poles shall be neat and sightly, and so placed on either side of the highways, streets, alleys, and bridges as not to unnecessarily interfere with the use thereof for highway, street, and alley purposes. All of the Grantee's wires carrying electricity shall be securely fastened so as not to endanger or injure persons or property in said highways, streets, and alleys. All work performed by said Grantee in said highways, streets, alleys, bridges, and other public places shall be done so as not to interfere with the use thereof, including the Township's use and maintenance of its utilities, and when completed, the same shall be left in as good condition as when work was commenced. The Grantee shall have the right to excavate and to trim trees if necessary, in the conduct of such business, subject, however, to the supervision of the highway authorities.

5. Hold Harmless. The Grantee 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 negligent construction and maintenance of the facilities hereby authorized. In case any action is commenced against the Township on account of the permission herein granted, said Grantee shall, upon notice, defend the Township and save it free and harmless from all loss, costs, and damage of any nature, including reasonable attorney fees, arising out of such negligent construction and maintenance.

6. Non-Exclusive Rights. The rights, power, and authority herein granted are not exclusive.

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

8. Additional Conditions. In addition to other conditions contained herein, the foregoing grant shall be subject to the following conditions:

A. Before commencing the construction of any electric transmission line or changing the route thereof, the Grantee shall notify the County Road Commission of the proposed construction and obtain approval from the County Road Commission and, if the County Road Commission should so require, file with it plans and specifications of the proposed construction.

B. The Grantee shall at all times conform to all ordinances of the Township now in force and as amended or enacted hereinafter.

C. The Grantee shall keep on file at its principal office full and complete

plans showing the general location of all franchise equipment and facilities installed on any public property within the Township. The Grantee shall file with the Township Clerk on or before the first Monday in February of each year up to date mapping products (electronic or hardcopy) showing the location of all franchise equipment and facilities installed in public places of the Township.

D. The Township may require that the Grantee, before entering upon any public place for the purpose of initial installation of any pole, line, equipment or facility, file plans and specifications for such proposed pole, line, equipment or facility and shall not undertake such initial installation until the Township Board shall have approved the plans and specifications, which will not unreasonably be withheld, conditioned or delayed. This provision shall not apply to lines, equipment, or facilities installed on existing poles or pole lines, equipment, or facilities necessary for service drops.

E. The Grantee shall raise its wires or otherwise move them for the passage of any structure when so requested by the County Road Commission. Such work by Grantee shall be without charge if it is determined by the County Road Commission to be necessary for public purposes.

F. Within twelve (12) months after the use of any franchise equipment or facility has been permanently discontinued or after the franchise expires or is otherwise terminated, the Grantee shall remove such property from any public place in the Township and restore such public place so as to conform in all respects with the current condition of such public place at the date of such restoration; provided such

property shall not be removed if the Township Supervisor shall determine that such removal shall cause unreasonable damage to such place, and the Township Supervisor thereupon requests that any such property shall remain in place then such property shall not be removed and title thereto shall become vested in the Township.

9. Non-Assignment. The Grantee shall not assign the franchise or otherwise transfer it or permit others to use it except on prior written approval by ordinance enacted by the Township Board or except as required by law.

10. Effective Date. This Ordinance shall take effect on the day after the date of publication thereof, which publication shall be made within 30 days after its adoption, provided it shall cease and be of no effect after thirty (30) days from its adoption, unless within said period the Grantee shall accept the same in writing and file its acceptance with the township clerk.

Upon the acceptance and publication hereof, this Ordinance shall constitute a contract between the Township and Grantee, subject to each party's right to revocation contained in paragraph above, for a period of thirty (30) years from the date Grantee's acceptance is filed with the township clerk.



Date: 3/9/22

Rob Manigold



Date: 3/10/22

Rebecca Chown

**ATTACHMENT A**

**FRANCHISE AREA**

The franchise area shall be as follows:

Sections 31 and 36 of Peninsula Township, Grand Traverse County, Michigan.