

CHARTER TOWNSHIP OF WATERFORD
ORDINANCE NO. 2016-002

CONSUMERS ENERGY COMPANY GAS FRANCHISE ORDINANCE

AN ORDINANCE, granting to CONSUMERS ENERGY COMPANY, its successors and assigns, the right, power and authority to lay, maintain and operate gas mains, pipes and services on, along, across and under the highways, streets, alleys, bridges, waterways, and other public places, and to do a local gas business in the CHARTER TOWNSHIP OF WATERFORD, OAKLAND COUNTY, MICHIGAN, for a period of thirty (30) years.

THE CHARTER TOWNSHIP OF WATERFORD ORDAINS:

SECTION 1. GRANT, TERM. The CHARTER TOWNSHIP OF WATERFORD, OAKLAND COUNTY, MICHIGAN, ("Township") hereby grants to Consumers Energy Company, a Michigan corporation, its successors and assigns, hereinafter called the "Grantee," the right, power and authority to lay, maintain and operate gas mains, pipes and services on, along, across and under the highways, streets, alleys, bridges, waterways, and other public places, and to do a local gas business in the Township, for a period of thirty(30) years ("Franchise").

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

SECTION 3. CONDITIONS.

(a) No highway, street, alley, bridge, waterway or other public place used by said Grantee shall be obstructed longer than necessary during the work of construction, maintenance, or repair, and unless weather or other factors outside Grantee's control prevent it, shall be promptly restored within a reasonable time to the same order and condition as when said work was commenced. If Grantee fails to complete required restoration within the time required, the Township may, after providing Grantee with a five (5) business day written notice of the Township's intention to do so, perform or secure performance of the required restoration, with the Township's actual and reasonable administrative costs and expenses in doing so to be paid by Grantee to the Township within 30 days of the Township's billing or invoice.

(b) Grantee shall comply with all current and future federal, state, and local laws applicable to the installations and business for which this Franchise is granted, provided, however, that nothing herein shall be construed as a waiver by Grantee of any of its existing or future rights under state or federal law. Except for emergency and service restoration work, Grantee shall not perform work without first securing any applicable governmental permits and approvals required for that work.

(c) Except as necessary in an emergency or described by Grantee and approved by the Township as necessary in an application for and issuance of a permit to perform work, all of Grantee's pipes and mains shall be so placed in the highways and other public places as not to interfere with the use thereof for highway uses and purposes, and other public uses and purposes that are existing.

(d) Grantee, at its own cost and expense, shall relocate or remove its installations in a public area for which this Franchise is granted, whenever such relocation or removal is required by a Township Board Resolution as being necessary for use of the public area for a public improvement in furtherance of a public purpose of the Township. This provision is not a waiver of Grantee's existing or future rights under state or federal law, and does not restrict or impair Grantee's rights under any applicable laws regarding vacation or relocation of streets.

SECTION 4. HOLD HARMLESS. Said 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, repair, or maintenance of the structures and equipment hereby authorized. In case any action is commenced against the Township on account of the permission herein given, said Grantee shall, upon notice, defend the Township and save it free and harmless from all loss, cost and damage arising out of such negligent construction, repair, or maintenance.

SECTION 5. EXTENSIONS. Said Grantee shall construct and extend its gas distribution system within the Township and shall furnish gas to applicants residing therein in accordance with applicable laws, rules and regulations.

SECTION 6. FRANCHISE NOT EXCLUSIVE. The rights, power and authority herein granted, are not exclusive. Either manufactured or natural gas may be furnished hereunder.

SECTION 7. RATES. Said Grantee shall be entitled to charge the inhabitants of the Township for gas furnished therein, the rates as approved by the Michigan Public Service Commission for so long as said Commission or its successors has the authority and jurisdiction to fix and regulate gas rates and rules regulating such service in the Township. Such rates and rules shall be subject to review and change at any time upon petition therefor being made by either the Township, acting by its Township Board of Trustees, or by said Grantee.

SECTION 8. REVOCATION. The franchise granted by this ordinance is subject to revocation upon sixty (60) days written notice by the party desiring such revocation.

SECTION 9. MICHIGAN PUBLIC SERVICE COMMISSION, JURISDICTION. Said Grantee shall, as to all other conditions and elements of service not herein fixed, be and remain subject to the reasonable rules and regulations of the Michigan Public Service Commission or its successors, applicable to gas service in the Township.

SECTION 10. SALE, ASSIGNMENT, AND TRANSFER OF FRANCHISE. Grantee shall not sell, assign, sublet, or transfer this Franchise without the written consent of the Township, which shall not be unreasonably withheld.

SECTION 11. REPEALER. This ordinance, upon being published, effective, and accepted as provided in Section 12, shall repeal and supersede the provisions of any prior ordinance granting a franchise to Consumers Energy Company or Consumers Power Company, specifically including Consumers Power Company Gas Franchise Ordinance No. 142, adopted by the Township Board of Trustees on May 12, 1986.

SECTION 12. EFFECTIVE DATE. This ordinance shall take effect immediately upon the day of publication thereof; provided, however, 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 filed with the Township Clerk. Upon such acceptance, this ordinance shall constitute a contract between the Township and Grantee.

CERTIFICATION

I certify that the foregoing Consumers Energy Company Gas Franchise Ordinance No. 2016-002, was duly adopted by the Charter Township of Waterford Board of Trustees on the 12th day of September 2016.

CHARTER TOWNSHIP OF WATERFORD



September 14, 2016

Date

Sue Camilleri, Township Clerk

Introduced: May 23, 2016
Adopted: September 12, 2016
Published and Effective: September 14, 2016
Accepted: