

ORDINANCE NO. 102

CONSUMERS ENERGY COMPANY GAS FRANCHISE ORDINANCE

AN ORDINANCE, granting to CONSUMERS ENERGY COMPANY, its successors and assigns, the right and authority to lay, maintain and commercially operate gas lines and facilities including but not limited to mains, pipes, services and on, under, along, and across public places including but not limited to highways, streets, alleys, bridges, and waterways, and to conduct a local gas business in the TOWNSHIP OF MANCHESTER, WASHTENAW COUNTY, MICHIGAN, for a period of thirty years.

THE TOWNSHIP OF MANCHESTER ORDAINS:

SECTION 1. GRANT and TERM. The TOWNSHIP OF MANCHESTER, WASHTENAW COUNTY, MICHIGAN, hereby grants to Consumers Energy Company, its successors and assigns, hereinafter called "Consumers" the right and authority to lay, maintain and commercially operate gas lines and facilities including but not limited to mains, pipes, services and valves on, under, along, and across public places including but not limited to highways, streets, alleys, bridges, and waterways, and to conduct a local gas business in the TOWNSHIP OF MANCHESTER, WASHTENAW COUNTY, MICHIGAN, for a period of thirty years.

SECTION 2. CONDITIONS. Consumers shall not obstruct public rights-of-way longer than necessary during the construction or repair of equipment, and right-of-way shall be restored to the same good order and condition as when the work commenced. Consumers' gas systems and associated appurtenances shall not unnecessarily interfere with the use of the public rights-of-way. Except in the case of an emergency or otherwise provided in an annual or site-specific permit, Consumers shall notify the Township in writing prior to undertaking any work in the Township involving excavation in or the closing of any public rights-of-way. The notice shall state the intended duration of any rights-of-way obstruction. Consumers shall, at the Township's request, provide plans and specifications showing the nature and extent of the proposed construction. Consumers is solely responsible for obtaining any necessary governmental permits for such excavation or construction and shall pay therefor such reasonable and prudent fees as may be legally required by such public authority to offset its direct costs of permitting. This Agreement shall not be construed to prevent Consumers from immediately commencing or continuing construction or repair work when deemed necessary to prevent danger to life or property and, in such case, Consumers shall notify the Township of the construction or repair work as soon as reasonably practicable.

SECTION 3. INDEMNIFICATION and DUTY TO DEFEND. Consumers shall hold the Township free and harmless from all loss, costs and expense to which it may be subject by reason of the negligent construction, operation, and maintenance of the lines and related facilities hereby authorized or due to activities directly related to Consumers' operation in the Township. In case any action is commenced against the Township, its officers, board members, employees and agents, based on the rights, privileges, and franchise herein granted, Consumers shall, upon notice, defend the Township, its officers, board members, employees, and agents and hold them harmless from all loss, costs and damage arising out of such negligent construction, operation, or maintenance of any of Consumers' natural gas facilities constructed hereunder, or any other negligent or intentional actions on the part of Consumers or its agents or contractors. Nothing herein shall be construed as a waiver of governmental immunity for third party claims available to each party as a matter of law.

SECTION 4. EXTENSIONS. Consumers shall construct and extend its gas distribution system within said Township and shall furnish gas service to applicants residing therein in accordance with applicable laws, rules and regulations.

SECTION 5. FRANCHISE NOT EXCLUSIVE. The rights, power and authority herein granted, are not exclusive and the Township Board hereby reserves the power to grant similar rights, privileges, and franchises to any other person or persons, firm or firms, corporation or corporations.

SECTION 6. RATES and CONDITIONS. Consumers shall be entitled to provide gas service to the inhabitants of the Township at the rates and pursuant to the conditions as approved by the Michigan Public Service Commission. Such rates and conditions shall be subject to review and change upon petition to the Michigan Public Service Commission.

SECTION 7. REVOCATION. The franchise granted by this ordinance is subject to revocation at will upon sixty (60) days written notice by either party. Upon revocation this ordinance shall be considered repealed and of no effect past, present or future. Upon revocation or termination provided herein or at the expiration of the term for which the franchise under this ordinance is granted and to the extent such action is permissible under current applicable law, the Township may order Consumers, in writing, to remove any and all portions of its local distribution natural gas facilities located within the Township and/or authorized hereunder. Consumers may recover reasonable costs of such removal in any legally permissible manner.

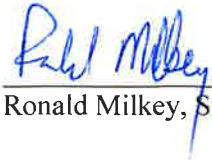
SECTION 8. MICHIGAN PUBLIC SERVICE COMMISSION JURISDICTION. Consumers remain subject to the reasonable rules and regulations of the Michigan Public Service Commission applicable to gas service in the Township and those rules and regulations preempt any term of any ordinance of the Township to the contrary.

SECTION 9. REPEALER. This ordinance, when enacted, shall repeal and supersede the provisions of any previous Consumers' gas franchise ordinance adopted by the Township including any amendments.

SECTION 10. EFFECTIVE DATE. This ordinance shall take effect on July 21, 2023.

SECTION 11. SEVERABILITY. If any provision of this ordinance is to any extent illegal, otherwise invalid, or incapable of being enforced, such provision shall be excluded to the extent of such invalidity or unenforceability; all other provisions of this ordinance shall remain in full force and effect.

We certify that the foregoing Franchise Ordinance was duly enacted by the Township Board of the TOWNSHIP OF MANCHESTER, WASHTENAW COUNTY, MICHIGAN, on the 13th day of June, 2023.



Ronald Milkey, Supervisor

Attest:

I, Danell Proctor, Clerk of the TOWNSHIP OF MANCHESTER, WASHTENAW COUNTY, MICHIGAN, DO HEREBY CERTIFY that the ordinance granting Consumers Energy Company, a gas franchise, was properly adopted by the Township Board of the TOWNSHIP OF MANCHESTER, WASHTENAW COUNTY, MICHIGAN, and that all proceedings were regular and in accordance with all legal requirements.



Danell Proctor, Township Clerk

Dated: June 13, 2023