

**TOWNSHIP OF Heath  
COUNTY OF ALLEGAN, MICHIGAN**

**HEATH TOWNSHIP ORDINANCE NO. \_\_\_\_\_**

Adopted: \_\_\_\_\_

Effective: \_\_\_\_\_

MICHIGAN GAS UTILITIES FRANCHISE ORDINANCE

An Ordinance, granting to UTILICORP UNITED INC, d/b/a MICHIGAN GAS UTILITIES, 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 and other public places, and to do a local gas business in the TOWNSHIP OF HEATH, ALLEGAN COUNTY, MICHIGAN, for a period of thirty years.

THE TOWNSHIP OF HEATH ORDAINS:

SECTION 1. GRANTING OF FRANCHISE; CONSENT TO DO BUSINESS.

The TOWNSHIP OF HEATH, Allegan County, State of Michigan (hereinafter called "Township" or "Grantor"), hereby grants to Utilicorp United Inc, a Delaware corporation, doing business in the State of Michigan under the assumed name Michigan Gas Utilities (hereinafter called "Grantee"), its successors and assigns, a franchise to use the highways, streets, alleys and other public places in the Township for the purpose of constructing, maintaining and operating a gas distribution system in the Township with full right, power and authority to establish, construct, maintain, extend and operate a plant, stations, mains, pipes, conduits, valves, drips and all other appurtenances, apparatus and appliances within the corporate limits of the Township, for the purpose of supplying and distributing to the Township and its inhabitants, gas for heating and other purposes and, for such purposes to enter upon and use the highways, streets, alleys, and other public places of the township and lay, maintain, operate, repair and extend therein, through and thereunder such mains, pipes, conduits, valves, drips, apparatus, appliances and other appurtenances as may be necessary and proper for the distribution of gas throughout and beyond the Township, and for the purpose of conducting and operating a gas business in the Township subject to the terms and conditions hereinafter provided.

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. NON-DISTURBANCE OF PUBLIC TRAVEL; RESTORATION;

CONSTRUCTION; MAINTENANCE.

In laying its pipes, mains and other appurtenances and repairing and maintaining the same, Grantee shall interfere as little as possible with public travel, and no street, alley, bridge, highway or other public place used by Grantee shall be obstructed longer than necessary during such work. Grantee shall, within a reasonable time, restore same as nearly as possible to the order and condition as when said work was commenced. Grantee shall maintain reasonable barriers, lights, and other devices to warn the users of the streets, alleys, bridges, highways or other public places of work therein. All of Grantee's structures and equipment shall be so placed on either side of the highways as not to unnecessarily interfere with the use thereof for highway purposes.

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 construction, maintenance, operation and use of the services and equipment 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, cost and damage arising out of such construction, maintenance, operation and use.

SECTION 5. EXTENSIONS.

Said Grantee shall construct and extend its gas distribution system to and within said 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.

The Grantee shall be entitled to charge the inhabitants of said Township for gas furnished therein the rates as approved by the Michigan Public Service Commission, to which Commission or its successors authority and jurisdiction to fix and regulate gas rates and rules regulating such service in said Township are hereby granted for the term of this franchise. Such rates and rules shall be subject to review and change at any time upon petition therefor being made by either said Township acting by its Township Board, or by said Grantee, in accordance with the rules and regulations of the Michigan Public Service Commission.

SECTION 8. REVOCATION; IRREVOCABILITY UPON APPROVAL OF ELECTORS.

The franchise granted by this ordinance is subject to revocation upon sixty (60) days written notice by the party desiring such revocation; provided, however, that the same shall become irrevocable if and when confirmed by a majority of the electors of the Township voting upon the question at the next general election or at any special election called for that purpose. If the Grantee does not desire the franchise granted herein to be submitted to a vote of the electors the Township for confirmation, it shall advise the Township of same in writing filed with the Township Clerk at the time of filing its acceptance of this ordinance as set forth below. If the Grantee does not timely provide the Township with such a waiver the Township Clerk shall proceed to submit the franchise granted herein to the vote of the electors of the Township for confirmation at the next regular election, or at a special election held within 60 days of acceptance of the franchise, if the Grantee demands such a special election and pays all the expenses associated with same, in accordance with MCLA 460.601 et seq/MSA 22.171 et seq.

**SECTION 9. TOWNSHIP JURISDICTION.**

Said Grantee shall be and remain subject to all ordinances, rules and regulations of the Township now in effect, or which might subsequently be adopted for the regulation of land uses or for the protection of the health, safety and general welfare of the public; 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.

**SECTION 10. MICHIGAN PUBLIC SERVICE COMMISSION, JURISDICTION.**

As to all other conditions and elements of service, not herein fixed, said Grantee shall be and remain subject to the reasonable rules and regulations of the Michigan Public Service Commission or its successors, applicable to gas service in said Township.

**SECTION 11. REPEALER.**

This ordinance, when accepted and published as herein provided, shall repeal and supersede the provisions of any prior ordinance or contract whereby a gas franchise was granted to Michigan Gas Utilities.

**SECTION 12. EFFECTIVE DATE; TERM.**

This ordinance shall take effect upon the day after the date of publication thereof; provided however, it shall cease and be of no effect after sixty days from its adoption unless within said period the Grantee shall accept the same in writing filed with the Township Clerk. Upon acceptance and publication hereof, this ordinance shall constitute a contract between said Township and said Grantee. If not revoked as provided herein, the franchise granted by this Ordinance shall continue in full force and effect for a period of thirty years from the effective date thereof.

HEATH TOWNSHIP

Sheila Meiste, Clerk

**CERTIFICATE OF ADOPTION**

SHEILA MEISTE, Heath Township Clerk, hereby certifies that in pursuance of law and statute provided, the Board enacted and passed Ordinance No. \_\_\_\_ at a regular meeting of the Township Board held on \_\_\_\_\_, 1994 at the Township Hall, said Ordinance to become effective on \_\_\_\_\_, 1994.

The following members voted "aye":

The following members voted "nay":

I further certify that in accordance with Township Board direction that the adopted Ordinance was published on \_\_\_\_\_, 1994 in the \_\_\_\_\_, a newspaper of general circulation within the Township, and that said Ordinance was recorded in the Ordinance book on \_\_\_\_\_, 1994. I further certify that an attested copy of said Ordinance was filed with the Allegan County Clerk on \_\_\_\_\_, 1994.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Sheila Meiste, Clerk

Attest:

\_\_\_\_\_  
Ron Jones, Supervisor