

ORDINANCE NO. 2021-03

GREAT LAKES ENERGY COOPERATIVE FRANCHISE ORDINANCE

AN ORDINANCE GRANTING GREAT LAKES ENERGY COOPERATIVE A FRANCHISE TO CONDUCT A LOCAL ELECTRIC, BROADBAND AND COMMUNICATION BUSINESS IN ALLENDALE CHARTER TOWNSHIP, OTTAWA COUNTY, MICHIGAN.

THE CHARTER TOWNSHIP OF ALLENDALE, OTTAWA COUNTY, MICHIGAN, ORDAINS:

Section 1. Grant of Franchise. The Township of Allendale, located in Ottawa County, Michigan (the "Township") hereby grants to Great Lakes Energy Cooperative, its subsidiaries, successors, and assigns (the "Company") consent, permission, right and authority 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 the Company, its subsidiaries, successors, and assigns, to transact local business in the Township for the purposes of producing, storing, transmitting, selling, and distributing electricity and broadband communication services into and through the Township and all other matters incidental thereto.

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

Section 3. Construction and Location. All such equipment, services, and appurtenances shall be constructed so as to interfere as little as possible with the proper lawful use of the streets, thoroughfares, alleys, bridges and public places. Location of all equipment and appurtenances shall be subject to such reasonable regulations as shall be prescribed by the Township and Ottawa County (the "County") from time to time and shall be subject to all reasonable provisions of the ordinances of the Township and of the laws of the State of Michigan.

Section 4. Hold-Harmless. The Company shall save the Township (including its Township Board, officers, employees and agents) harmless from any and all liability arising in any way from negligence in the erection, maintenance, or operation of any of the electrical distribution equipment and/or appurtenances.

Section 5. Prompt Completion. Whenever the Company shall begin the erection of any electrical distribution equipment or appurtenances, or any other work

pursuant to the franchise granted by the Township, the Company shall promptly and diligently pursue the work to completion and leave the streets, thoroughfares, alleys, bridges and public places where such work is done in the same or better condition of repair as before the work was commenced. If the Company shall fail to complete such restoration within 30 days after the completion of the erection of any electrical distribution equipment or appurtenance or any other work pursuant to the franchise granted by the Township, to the reasonable satisfaction of the Township, then the Township upon 10 days written notice to the Company, may, at its option, cause such restoration to be done. The Company shall in that event pay to the Township all reasonable costs thereof in the itemized amounts reported by the Township to the Company. Such payment shall be made within 30 days after the Township mails the itemized report to the Company. Should the Company elect to move any of its electrical distribution equipment because of street construction or the placement of other municipal utilities, the Company shall move such electrical distribution equipment at its sole expense. However, if (a) the electrical distribution equipment is located at the proper location in the right-of-way as specified by the applicable County and Township standards; and (b) an engineer representing the Township certifies in the exercise of reasonable engineering judgment that it is necessary that such equipment be moved for construction or placement of utilities to proceed, then such equipment shall be moved at the expense of the Township or its third-party contractor(s).

Section 6. Successors and Assigns. Whenever in this Ordinance reference is made to the Township or the Company, the reference shall be deemed to include the respective successors or assigns of either. All rights, privileges, and obligations contained in this Ordinance by or on behalf of the Township, or by or on behalf of the Company, shall be binding upon and inure to the benefit of the respective successors or assigns of the Township or of the Company, whether so expressed or not.

Section 7. Rates and Charges. The rates and charges for electrical energy and other commodities or services provided by the Company within the Township shall be based upon the actual reasonable cost of such commodities and services and shall not exceed the rates and charges for similar commodities and services to similar customers within the Company unless, as a result of peculiar or unforeseen circumstances, such costs are greater than within the Company; in the latter case, reasonable and commensurate additional costs may be charged. In the event that the Township does not agree to such additional rates and charges, the Company and the Township agree that the question of whether there are peculiar or unforeseen circumstances in the Township which occasion additional costs and whether the charges related to such costs, if any, are reasonable may, at the option of the Township, be submitted to the Michigan Public Services Commission for a determination.

Section 8. Trimming and Obstructions. The Company shall make due provisions for the passage of any structure over or under its lines by raising or protecting such lines as may be necessary to accommodate such passage at the expense, however, of the party requesting the movement of the structure. The Company shall have the right to trim trees and remove other obstructions within the areas designated by this Ordinance

subject to submitting to the Township the Company's tree trimming schedule for non-emergency maintenance conditions; however, in an emergency condition, notice shall be suspended and shall be given by the Company after the emergency conditions have been addressed.

Section 9. Plans. Plans showing the location of overhead and underground lines and appurtenances installed in public rights-of-way and any other public places by the Company shall be filed with the Township within 30 days after being requested by the Township.

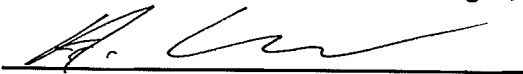
Section 10. Effective Date: Term of Franchise: Acceptance by the Company. This Franchise shall take effect the day following the date of publication thereof, which publication shall be made within thirty (30) days after the date of its adoption, and shall continue in effect for a period of thirty (30) years thereafter, provided, however, that when this Franchise shall become effective the Township Clerk shall deliver to the Company a certified copy of the Franchise accompanied by written evidence of publication thereof as required by law, and the Company 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.

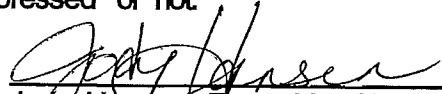
Section 11. Franchise Not Exclusive. The rights, power and authority granted by this Franchise are not exclusive, and nothing contained herein shall prevent the Township from granting other non-exclusive electric or broadband franchises.

Section 12. Revocation. The franchise granted by this Ordinance is subject to revocation at will by the Township.

Section 13. 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 14. Successors and Assigns. The words "Great Lakes Energy Cooperative" and the "Company," wherever used herein, are intended and shall be held and construed to mean and include both Great Lakes Energy Cooperative and its subsidiaries, successors, and assigns, whether so expressed or not.


Adam Elenbaas, Township Supervisor


Jody Hansen, Township Clerk

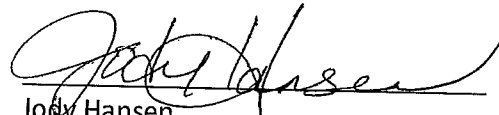
CERTIFICATE

I, Jody Hansen, the Clerk for the Charter Township of Allendale, Ottawa County, Michigan, certify that the foregoing Great Lakes Energy Cooperative Franchise Ordinance was adopted at a regular meeting of the Township Board held on August 23, 2021. The following members of the Township Board were present at that meeting:

Mr. Murillo; Ms. Hansen; Ms. Kraker; Mr. Vander Wall and Mr. Elenbaas. (5)

The following members of the Township Board were absent: Ms. Vander Veen; and Mr. Zeinstra. (2)

The Ordinance was adopted by the Township Board with members of the Board: Mr. Murillo; Ms. Hansen; Ms. Kraker; Mr. Vander Wall and Mr. Elenbaas. (5) voting in favor and members of the Board: None (0) voting in opposition. The Ordinance or a summary of the Ordinance was published in the Grand Rapids Press on September 19, 2021.



Jody Hansen

Allendale Charter Township Clerk

AFFIDAVIT OF POSTING
NOTICE OF ORDINANCE ADOPTION & SYNOPSIS

STATE OF MICHIGAN)
)ss
COUNTY OF OTTAWA)

The undersigned, Jody Hansen, the Allendale Charter Township Clerk, being first duly sworn, deposes and says as follows:

That she posted Ordinance: 2021-03 Great Lakes Energy Cooperative Franchise Ordinance for Allendale Charter Township, after its first reading at a meeting of the Allendale Charter Township Board held on August 23, 2021 and its second reading and adoption, at a meeting of the Allendale Charter Township Board held on September 13, 2021, in the Township Clerk's office and on the Township's website at www.allendale-twp.org on September 15, 2021. The notice of adoption was published in the Grand Rapids Press on September 19, 2021.



Jody Hansen, Clerk
Allendale Charter Township

Subscribed and sworn to before this
15 day of September, 2021.

Elizabeth Catherine Szymanski

Notary Public, Ottawa County, Michigan
Acting in Ottawa County, Michigan
My commission expires: May 16, 2026

Elizabeth Catherine Szymanski
Notary Public - State of Michigan
Ottawa County
My Commission Expires May 16, 2026
Acting in the County of Ottawa