

**TABLE I: FRANCHISE AGREEMENTS**

<i>Ord. No.</i>	<i>Date Passed</i>	<i>Description</i>
-	2-26-1985	Granting a natural gas distribution franchise to Southeastern Gas Company (1989 Code, §§ 29.000, 29.010, 29.020)
2021-02	7-6-2021	Granting an electric generation, transportation and distribution business to DTE Electric Company
2022-01	6-21-2022	Granting the right to lay, operate, maintain and replace gas pipes, mains, conductors, service pipes and other apparatus and facilities for the manufacture, transmission and distribution of gas to SEMCO Energy Gas Company



## SUMMARY

This proposed ordinance replaces and supersedes any previous franchises the village granted to DTE Electric, by adopting a new ordinance, Ordinance No. 2021-02 *DTE Electric Company Franchise Agreement*, to permit DTE Electric Company to operate an electric generation, transportation and distribution business within the Village of Port Sanilac.

**BY COUNCIL MEMBER Mike Balysh:**

**AN ORDINANCE** to replace and supersede any previous franchises the village granted to DTE Electric, by adopting a new ordinance, Ordinance No. 2021-02, '*DTE Electric Company Franchise Agreement*', to permit DTE Electric Company to operate an electric generation, transportation and distribution business within the Village of Port Sanilac.

**IT IS HEREBY ORDAINED BY THE PEOPLE OF THE VILLAGE OF PORT SANILAC THAT:**

**Section 1.** Any previous ordinances or agreements granting franchise rights to DTE Electric, be amended by adopting a new ordinance, Ordinance No. 2021-02, to read as follows:

*"DTE Electric Company Franchise Agreement*

**Section 1. Definitions.**

For purposes of this Ordinance No. 2021-02, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Village means the Village of Port Sanilac, Sanilac County, Michigan or the territory within the Village limits of the Village of Port Sanilac.

DTE means DTE Electric Company, a corporation organized under the laws of the State of Michigan and its successors and assigns.

Ordinance shall mean this Ordinance No. 2021-02.

**Section 2. Grant of electric franchise to use public rights of way; non-exclusive.**

Subject to this part, applicable provisions of the Michigan Constitution of 1963, applicable state statutes, rules and regulations, and applicable federal statutes, rules and regulations, the village hereby grants a non-exclusive franchise to use the village's public highways, streets, alleys or other public places to DTE, and its successors and assigns. This franchise grants to DTE the right and privilege, in its reasonable discretion, subject to regulations of the Michigan Public Service Commission, or successor agency having similar jurisdiction (i) to transact local business within the village, (ii) to generate, transport and distribute electricity, and to install, maintain, operate and use all voltages of electricity distribution facilities and other necessary equipment on, along, across, and under the highways, streets, alleys, bridges and other public places within the village, (iii) to convey, supply and sell electric power and related services within the village, and (iv) to undertake all other incidental matters thereto.

**Section 3. Term.**

The franchise granted herein shall continue in effect for a period of thirty (30) years from the effective date of this Ordinance, subject to revocation at the will of the village and as otherwise provided in Section 9 below.

**Section 4. Electric service and extension of system.**

This franchise grants DTE and its successors and assigns the right to furnish electric services, pursuant to regulations of the Michigan Public Service Commission, or successor agency having similar jurisdiction, and in accordance with applicable laws, rules and regulations.

**Section 5. Use of streets and other public places.**

(a) DTE shall not obstruct public rights-of-way longer than necessary during the construction or repair of electrical services and shall be restored to the same good order and condition as when the work was commenced. DTE may trim or remove trees that are located within the public rights-of-way if necessary, to safely provide or maintain electrical service.

(b) DTE shall not damage, harm or injure any street, highway, alley or other public space, or any trees or other foliage, or in any manner disturb or interfere with any water main, gas pipes, or public or private sewer lines currently constructed or that may be constructed in the future.

(c) DTE's electrical system and associated appurtenances shall not unnecessarily interfere with the use of the public rights-of-way.

(d) Except in the case of an emergency or storm, DTE shall notify the village in writing at least 48 hours prior to undertaking any work in the village 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, which, except in the case of an emergency or storm, obstruction shall not continue for more than four hours beyond the stated time unless the Village grants an extension of time. DTE shall, at the Village's request, provide plans and specifications showing the nature and extent of the proposed excavation and construction. DTE is solely responsible for obtaining any necessary governmental permits for such excavation or construction.

(e) This Ordinance shall not be construed to prevent DTE from immediately commencing construction or repair work, including tree trimming, resulting from a storm or other natural disaster when deemed necessary to prevent danger to life or property and, in such

case, DTE shall notify the village of the construction or repair work as soon as reasonably practical.

(f) The village shall promptly reimburse DTE for the cost to repair or replace any DTE property damaged by the village, its agents or contractors.

**Section 6. Indemnification.**

DTE shall use due care in exercising the privileges in this Ordinance and, at its sole cost and expense, shall indemnify and hold harmless the village, and its employees and agents, from any liability which may be imposed upon or incurred by the indemnitee(s), for all damages and costs which may be recovered against the village arising from the default, carelessness, or negligence of DTE or any of its officers, agents, and servants that may arise out of, or be in any way connected with, the operation and maintenance or condition of DTE's electric generation, transportation or distribution system and other necessary equipment within the village rights of way, or DTE'S failure to comply with any federal or state statute, regulation or rule, or any provision of this Ordinance.

**Section 7. Standards and conditions of service; rules, regulations and rates.**

Under this article, the rates to be charged for electric services within the village, and the standards and conditions of service and operation within the village, shall be the same as set forth in DTE's schedule of rules, regulations, and rates as applicable in the cities, villages, and villages where DTE is now supplying electric service, or as shall hereafter be validly prescribed for the village under the orders, rules, and regulations of the Michigan Public Service Commission, or other authority having jurisdiction over the provision of such service within the village.

**Section 8. Successors and assigns.**

Whether so expressed or not, the words "DTE Electric Company" and "DTE" are intended and shall be held and construed to mean and to include both DTE Electric Company and its successors and assigns.

**Section 9. Revocability of Franchise.**

The franchise herein granted shall be revocable, at the will of this village, in accordance with MCL Section 460.602, as amended from time to time; PROVIDED, however, pursuant to such statute, if both parties desire at a future time to have the franchise designated as irrevocable, they may do so by submitting their request to a vote of the village electors. DTE shall pay the cost of any special election held for the occasion.

**Section 10. Acceptance by DTE.**

DTE shall file a written acceptance of electric franchise with the Office of the Village Clerk within thirty (30) days after the effective date of this Ordinance.

**Section 11. Entire agreement.**

This article contains the entire agreement between the village and DTE which grants an electric franchise and thereby, the permission to use the public rights-of-way within the village. Neither the village nor DTE makes any representations except those expressly or by reference set forth in this Ordinance.”

**Section 2.** All ordinances or parts of ordinances, in conflict with this ordinance are repealed.

**Section 3.** This ordinance is declared necessary to preserve the public peace, health, safety, and welfare of the People of the Village of Port Sanilac.



**Section 4.** This ordinance shall take effect immediately after the date of publication thereof, which shall be within 10 days after the date of its adoption and shall continue in effect for a period of thirty years thereafter.

ENACTED at a regular meeting of the Board of Trustees of the Village of Port Sanilac held on the 6th day of July, 2021. Motion by: Mike Balysh. Seconded by: Sue Balysh

Yeas: 7; Nays: 0

Signature: Debbie Paradossi

Print: Debbie Paradossi

**Village of Port Sanilac Clerk**

Signature: [Handwritten Signature]

Print: RAYMOND S. MAZU

**Village of Port Sanilac President**

**CERTIFICATION**

The foregoing is a true copy of Ordinance No. 2021-02 which was enacted by the Village of Port Sanilac Board of Trustees at a regular meeting held on July 6, 2021.

Debbie Paradossi

**Village of Port Sanilac Clerk**

**THE VILLAGE OF PORT SANILAC**

**FRANCHISE GRANTED TO  
SEMCO ENERGY GAS COMPANY**

**Ordinance No. #2022-01**

An Ordinance, granting to SEMCO Energy Gas Company, a division of SEMCO Energy, Inc., a Michigan corporation, 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 under the jurisdiction of the Village of Port Sanilac, and to conduct a local gas business in the Village of Port Sanilac, located in Sanilac County, Michigan, for a period of thirty years. Furthermore, it is the responsibility of SEMCO Energy Gas Company to obtain any permits from other agencies.

**THE VILLAGE OF PORT SANILAC ORDAINS:**

**Section 1. GRANT OF FRANCHISE.** The Village of Port Sanilac, located in Sanilac County, Michigan (the "Village"), hereby grants to SEMCO Energy Gas Company, a division of SEMCO Energy, Inc., a Michigan corporation, its successors and assigns, (the "Grantee") the right, power and authority to construct, lay, operate, maintain and replace in the public streets, highways, alleys and other public places in the Village of Port Sanilac, Michigan, all needful and proper gas pipes, mains, conductors, service pipes and other apparatus and facilities requisite for the manufacture, transmission and distribution of gas for all purposes to the Village of Port Sanilac, and the inhabitants thereof, and for conducting gas elsewhere to supply neighboring cities, villages and other territories supplied with gas by said Grantee, for a period of thirty years.

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

**Section 3. CONDITIONS.** No highway, street, alley, bridge or other public place used by Grantee shall be obstructed longer than necessary during the work of construction or repair, and shall be restored to as good order and condition as

when Grantee commenced the work. All of Grantee's pipes and mains shall be so placed in the highways and other public places as not to unnecessarily interfere with the use thereof for highway purposes. Grantee will use its best efforts to not unreasonably interfere with or disrupt any public utility apparatus or facilities operated by the Village and, to the extent Grantee interferes with or disrupts any such public utility apparatus or facilities, Grantee shall restore such apparatus or facilities to as good order and condition as when Grantee commenced work.

**Section 4. HOLD HARMLESS.** Grantee shall at all times keep and save the Village free and harmless from all loss, costs and expense to which it may be subject by reason of the Grantee's negligent construction and negligent maintenance of the structures and equipment hereby authorized. If any action is commenced against the Village resulting from Grantee's negligent construction and maintenance, Grantee shall, upon notice, defend the Village and save it free and harmless from all loss, cost and damage arising out of such negligent construction and maintenance.

**Section 5. FRANCHISE NOT EXCLUSIVE.** The rights, power and authority herein granted, are not exclusive. Either manufactured or natural gas may be furnished hereunder.

**Section 6. RATES.** Grantee shall charge for gas furnished the rates, charges and special taxes as approved from time to time by the Michigan Public Service Commission, or its successors having authority and jurisdiction to fix and regulate gas rates and charges, or as otherwise permitted or required by applicable law or tariff, for the term of this franchise. Such rates shall be subject to Commission review and change at any time upon petition therefore being made by either said Village, acting by its Village Board, or by said Grantee.

**Section 7. REVOCATION.** The franchise granted by this ordinance is subject to revocation upon sixty (60) days written notice by the party desiring such revocation.

**Section 8. MICHIGAN PUBLIC SERVICE COMMISSION JURISDICTION.** 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 said Village

and shall provide service in accordance with the terms and conditions set forth in its applicable tariff as approved from time to time by the Michigan Public Service Commission or its successors.

**Section 9. SUCCESSORS AND ASSIGNS.** The words "SEMCO Energy Gas Company" and "SEMCO Energy, Inc.," wherever used herein, are intended and shall be held and construed to mean and include SEMCO Energy Gas Company and its parent, subsidiaries, successors, affiliates, and assigns, whether so expressed or not. The word "Grantee," wherever used herein, is intended and shall be held and construed to mean and include SEMCO Energy Gas Company, SEMCO Energy, Inc., and the successors and assigns of each, whether so expressed or not. Grantee may assign the rights and obligations under this agreement as long as the Grantee provides prior written notice to the Village of any such assignment.

**Section 10. FORCE MAJEURE.** The Grantee shall not be liable for failure to furnish service as herein provided, or for any breach of the Grantee's obligations hereunder, if such failure or breach is caused by acts of God, labor troubles, riot, or any other causes or contingencies not reasonably within the control of the Grantee.

**Section 11. EFFECTIVE DATE.** Upon adoption, the Village Clerk shall deliver to Grantee a certified copy of this ordinance. Additionally, the Village shall publish this ordinance within thirty (30) days of its adoption and this ordinance shall take effect upon the day after the date of publication thereof, continuing for a term of thirty (30) years from that date; provided, however, it shall cease and be of no effect after sixty (60) days from its adoption unless within said period the Grantee shall accept the same in writing filed with the Village Clerk. Upon acceptance and publication hereof, the ordinance shall constitute a contract between said Village and said Grantee.

Ayes: 6  
Nays: 0

Attested, by Order of the Village of  
Port Sanilac, Sanilac County, Michigan

Date Passed: 6/21/2022

Barbara Kalerian  
Port Sanilac Village Clerk

[Signature]  
Port Sanilac Village President

## CERTIFICATION

The undersigned, being the duly qualified and acting Clerk of The Village of Port Sanilac, Sanilac County, Michigan, hereby certifies that: (1) the foregoing is a true and complete copy of a resolution duly adopted by the Village Board at a regular meeting held on the 21st day of June, 2022 at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and, (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Dated: 6/21/2022

Barbara Ralinear  
Port Sanilac Village Clerk

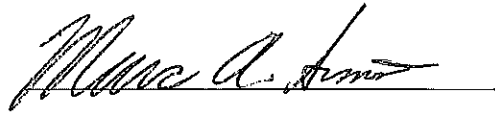
**ACCEPTANCE**

SEMCO Energy Gas Company, a division of SEMCO Energy, Inc., the Grantee under a Franchise approved by the Village of Port Sanilac, County of Sanilac, Michigan, hereby accepts the Franchise, pursuant to the terms and conditions thereof.

Dated: 7-6-2022

**SEMCO Energy Gas Company,  
a division of SEMCO Energy, Inc.**

By:



Marc A. Simone  
Vice President Operations

