

CHAPTER 18

GREAT LAKES ENERGY COOPERATIVE ELECTRIC FRANCHISE ORDINANCE

AN ORDINANCE, granting to Great Lakes Energy Cooperative, its successors and assigns, the right, power and authority to construct, maintain and commercially use electric lines consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers and other electrical appliances and facilities on, under, along and across the highways, streets, alleys, bridges, waterways, and other public places, and to do a local electric business in the Township of Oakfield, Kent County, Michigan, for a period of 15 years.

THE TOWNSHIP OF OAKFIELD ORDAINS:

18.1 Grant, Term. The Township of Oakfield, Kent County, Michigan, hereby grants the right, power and authority to the Great Lakes Energy Cooperative, a Michigan non-profit electric cooperative, its successors and assigns (hereinafter "Grantee"), to construct, maintain and commercially use electric lines consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers and other electrical appliances and facilities, for the purpose of transmitting, transforming and distributing electricity on, under, along and across the highways, streets, alleys, bridges, waterways, and other public places, and to do a local electric business in the Township of Oakfield, Kent County, Michigan, for a period of 15 years.

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

18.3 Conditions. All of Grantee's towers, masts and poles shall be neat and sightly, and so placed on either side of the highways, streets, alleys, bridges and waterways, as not to unnecessarily interfere with the use thereof for highway, street and alley purposes. All of Grantee's wires carrying electricity shall be securely fastened so as not to endanger or injure persons or property in said highways, streets and alleys and shall be done so as not to interfere with the use thereof, and when completed, the same shall be left in as good of condition as when work was commenced.

Grantee shall provide notice to the Township before undertaking any significant operation to lay, maintain, operate or install facilities within the Township. The Township may, in its discretion, impose conditions upon the location of such facilities, including requiring that they be underground in certain instances, where such location is a necessary aid to the public health, safety and welfare and, in particular, to the free and effective flow of traffic.

The Grantee shall at all times use due care in exercising the privileges contained in this franchise and shall be liable to the Township and to every owner of property abutting the Grantee's electric lines and other facilities, for all damages and costs arising from the default, carelessness or negligence of the Grantee or its officers, agents and servants.

18.4 Indemnification and Hold Harmless. As part of the consideration for the granting of this franchise, the Grantee shall, at its sole cost and expense, fully indemnify and hold the Township, its officers, boards, commissions, agents and employees, harmless against any and all claims, demands, lawsuits, actions, liability and judgments for damages arising out of the granting or operation of this franchise, including but not limited to liability for damages to any former holder of a public utility franchise whose franchise may have been revoked and superseded by this franchise. In further consideration for the granting of this franchise, the Grantee shall pay actual attorney's fees, costs and expenses which may be incurred by the Township in defense of or in response to any claim, demand, lawsuit, action or administrative proceeding arising out of the granting of this franchise or the revocation of prior franchises, whether or not judgment is entered against the Township.

18.5 Vacation of Rights-of-Way and Relocation of Facilities. The Township has the right to vacate any public right-of-way within the Township as well as any right to use same possessed by the Grantee, and/or the Township may require the Grantee to relocate its lines and facilities at said Grantee's own expense when such vacation and/or relocation is made necessary to secure the public health and welfare or is otherwise required by the Township in the exercise of a governmental function. This re-location shall include the re-location of facilities underground where such a re-location is in the public interest and advances the public health, safety and welfare.

18.6 Franchise Not Exclusive. The rights, power and authority herein granted, are not exclusive.

18.7 Revocation. The franchise granted by this Ordinance is subject to revocation upon 60 days written notice by the party desiring such revocation.

18.8 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 electric service in said Township.

18.9 Effective Date. This Ordinance shall take effect upon the day after the date of publication thereof, provided, it shall cease and be of no effect after 30 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.