

ORDINANCE NO. 30
TOWNSHIP OF ROLLIN

COUNTY OF LENAWEЕ, STATE OF MICHIGAN

AGREEMENT GRANTING TO MIDWEST ENERGY COOPERATIVE
CONSENT TO USE PUBLIC PLACES FOR ELECTRIC TRANSMISSION
SYSTEM AND FRANCHISE TO TRANSACT LOCAL ELECTRIC BUSINESS

An AGREEMENT granting to MIDWEST ENERGY COOPERATIVE, its successors and assigns, the right, power and authority to construct, maintain and operate lines for the transmission and distribution of electric energy on, along, across and under the highways, streets, alleys, bridges, and other public places, and to transact a local electric business, in the TOWNSHIP OF ROLLIN, LENAWEЕ COUNTY, MICHIGAN, for a period of thirty years.

SECTION 1

CONSENT TO USE PUBLIC STREETS AND OTHER PUBLIC PLACES

The Township of Rollin, Lenawee County, State of Michigan (hereinafter called "Township" or "Grantor"), hereby grants to Midwest Energy Cooperative (hereinafter called "Grantee") its consent to construct, maintain and operate electric lines consisting of towers, masts, poles, cross arms, guys, braces, feeders, transmission and distribution wires, transformers, and other appropriate appurtenances, on, along, across and under the highways, streets, alleys and other public places in the Township, subject to the terms and conditions hereinafter provided.

SECTION 2

FRANCHISE TO TRANSACT LOCAL ELECTRIC BUSINESS

The Township also hereby grants to Grantee a franchise to transact a local electric business in the Township. Grantee shall furnish electricity to such users within the Township as may be within the Grantee's service area, now or in the future, in accordance with applicable laws, rules and regulations.

SECTION 3

CONSIDERATION

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

SECTION 4

NON-DISTURBANCE OF PUBLIC TRAVEL;
RESTORATION; CONSTRUCTION; MAINTENANCE

A. In constructing its transmission/distribution lines and related 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 reasonably necessary during such work. In performing work authorized herein

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.

B. In performing work authorized herein Grantee shall do no unnecessary damage to any street, alley, bridge, highway or other public place, and shall not in any manner disturb or interfere with any water, sewer, or other public or private utility transmission or distribution line now or hereafter laid or constructed by any authorized person or entity. Grantee shall have the right to reasonably trim trees within the public ways covered by this Agreement as may be advisable and necessary to properly maintain its transmission/distribution lines.

C. Before entering upon any street, alley, bridge, highway or other public place to do new construction work authorized herein Grantee shall notify the Township through its designated representative of the proposed work, and if so required by the Township shall file with the Township's designated representative a sufficient plan or map and obtain the approval of the Township for the proposed new construction work before it is begun. This notification requirement shall not apply to repair and maintenance work. The designated representative of the Township shall be the Township Supervisor, unless the Township designates another representative and informs Grantee thereof. The Township shall have a right to supervise and inspect all work authorized herein. Notwithstanding the foregoing, Grantee may immediately commence construction work when deemed necessary to prevent danger to life or property, and in such cases Grantee shall notify the Township of the construction work as soon as reasonably practical.

D. Within a reasonable time of completing any work authorized herein Grantee shall restore the disrupted area as nearly as possible to the order and condition as when said work was commenced.

E. All of Grantee's towers, masts, poles and related appurtenances shall be neatly and sightly placed so as to not unnecessarily interfere with the use of the streets, alleys, bridges, highways or other public places for their intended purposes. All of Grantee's wires carrying electricity shall be placed and securely fastened so as to not endanger or injure persons or property.

F. Grantee shall in all respects comply with the rules and regulations of the Lenawee County Road Commission governing work to be performed within public right of ways and shall obtain all necessary permits for workinw within the public right of ways from the Lenawee County Road Commission.

SECTION 5

INDEMNIFICATION; HOLD HARMLESS

The Grantee shall at all times indemnify and keep and save the Township and its officials and employees free and harmless from all loss, costs and expense to which they may be subject by reason of the construction, maintenance, operation and use of the places, services and equipment hereby authorized. In case any action is commenced against the Township or its officials or employees on account of the permission herein granted, said Grantee shall, upon notice defend the same and save them free and harmless from all loss, costs and damage arising out of such permission. However, in the event that any loss, costs, damage or claims arise out of the joint negligence of the Township or its officials, employees, or contractors this hold harmless

obligation shall be construed to not apply to the proportional extent of the negligence of the Township or its officials, employees, or contractors. Further, this hold harmless obligation shall not apply at all to any loss, costs, damage of claims arising solely out of the negligence of the Township or its officials, employees, or contractors.

SECTION 6

CONSENT/FRANCHISE NOT EXCLUSIVE

The rights, power and authority herein granted are not exclusive and the Township may grant similar rights, power and authority to one or more other public or private utility companies.

SECTION 7

TOWNSHIP JURISDICTION

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 8

MICHIGAN PUBLIC SERVICE COMMISSION, JURISDICTION

Grantee shall be and remain subject to the reasonable rules and regulations of the Michigan Public Service Commission or its successors, applicable to the subject of this Agreement.

SECTION 9

ASSIGNMENT OF CONSENT/FRANCHISE

Grantee shall not assign the consent or franchise granted herein to any other entity without the prior approval of the Township Board, and unless the assignee is, in the reasonable opinion of the management of Grantee, financially able to carry out Grantee's obligations hereunder and is properly authorized to do so by the Michigan Public Service Commission or such other governmental authority as may then have jurisdiction of the subject matter.

SECTION 10

REPEALER

Upon execution by both parties this Agreement shall supersede the provisions of any prior agreement or ordinance whereby electric transmission system consent and/or local business franchise was granted to Midwest Energy Cooperative with respect to the Township.

SECTION 11

EFFECTIVE DATE; TERM; REVOCATION; ELECTION

A. This Agreement shall be effective upon execution by both parties and shall thereupon constitute a contract between the Township and Grantee for a period of thirty years from the effective date thereof.

B. The franchise to transact a local electric business granted herein shall be revocable upon sixty (60) days notice during its term at the will of the Township.

SECTION 12

AUTHORIZATIONS AND SIGNATURES

By signing below the representatives of the Township and Grantee attest that they are authorized to approve this Agreement on behalf of their respective principals.

Date: 12-11-02

Roy Walker
Roy Walker, Supervisor
Rollin Township

Date: 12-11-02

Sharon M. Gust
Sharon Gust, Clerk
Rollin Township

Date: 1-7-03

Robert L. Hance
Robert L. Hance, President & CEO
Midwest Energy Cooperative

This Agreement may be executed in duplicate originals.

This ordinance was approved unanimously at a regular meeting of the Rollin Township Board of Trustees December 11, 2002.