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CABLE TV FRANCHISE

Ord. No. 15

Adopted: Aug. 13, 1980

An Ordinance granting a non-exclusive franchise to Com-Star Cablevision, Inc. a Michigan corporation, its successors and assigns, to own, operate and maintain a cable television system in the Township of Vevay, County of Ingham, Michigan, setting forth conditions accompanying the grant for franchise.

50.001 Short title.

Sec. 1. This Ordinance shall be known and may be cited as the Township of Vevay Cable TV Ordinance.

50.002 Definitions.

Sec. 2. For the purpose of this Ordinance the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- (1) "*Township*" is the Township of Vevay in the State of Michigan.
- (2) "*Board*" is the Township Board of Vevay Township.
- (3) "*Company*" is Com-Star Cablevision, Inc. a Michigan Corporation, the grantee of rights under this Ordinance.
- (4) "*Grantee*" refers to Com-Star Cablevision, Inc., or anyone who succeeds said Company in accordance with the provisions of this franchise.
- (5) "*FCC*" is the Federal Communications Commission, Washington, D.C. 20554.
- (6) "*Cable Television System*" or "*CATV System*" shall mean a system of antennas, cables, wires, lines, towers, waveguides or any other conductors, convertors, equipment or facilities by which the signals of one or more television or radio stations are received directly, or indirectly over the air and are amplified or otherwise modified and distributed primarily by wire or cable to subscribing numbers of the public who pay for such service.
- (7) "*Gross Subscriber Revenues*" shall mean those revenues derived by the Company from regular subscriber services, namely carriage of broadcast signals and required non-broadcast services.

50.003 Qualifications of grantee and grant of authority.

Sec. 3. Having conducted public proceedings concerning the Company's application for the franchise herein granted, discussing the legal character, financial, technical and other qualifications of the Company and the adequacy and feasibility of its arrangements for the construction of a Cable Television System in the Township, the Board hereby finds that its construction arrangements are adequate and feasible; pursuant to such finding, the Board hereby grants the Company a non-exclusive franchise, right and privilege to construct, erect, operate, modify and maintain, in, upon, along, across, above, over and under highways, streets, alleys, sidewalks, public ways and public places now laid out or dedicated and all extensions thereof, and additions thereto, in the Township, all poles, wires, cables, underground conduits, manholes and other television conductors and fixtures necessary for the maintenance and operation of a Cable Television System for the purpose of distributing to the public television and radio signals, other electronic impulses in order to furnish television and radio programs and various communications and other electrical services.

50.004 Compliance with all applicable laws and ordinances.

Sec. 4. Grantee shall at all times during the life of this franchise be subject to the lawful exercise of the police power of the Township and to provide such reasonable regulations as the Township shall hereinafter provide, and shall comply with all applicable state and federal regulations. In the event that the utilities in new subdivisions go underground, the CATV System shall be installed underground.

50.005 Term.

Sec. 5. Subject to the provisions herein, the rights and privileges of the Grantee shall continue for a period of fifteen years from the date of adoption of this Ordinance, which shall be deemed to constitute a contract between the Township and said Grantee. Further, said Grantee shall have the right of first refusal in renegotiations. Until such time as modification is requested by the Grantee, this franchise is revocable at the will of the Township Board.

50.006 Renewal.

Sec. 6. No renewal hereof shall be granted unless authorized by the Board. The Company's past performance, the adequacy of the franchise's provisions, and the consistency of those provisions with applicable FCC rules shall be considered, and such renewal shall not be unduly withheld.

50.007 Territory involved.

Sec. 7. The franchise extends throughout the present territorial corporate limits of the Township. Service rendered by the Grantee shall be made available where a density of not less than sixty homes per cable mile exists from existing cable system.

50.008 Transmission line placement.

Sec. 8. The poles used by Grantee's transmission and distributing system, wires and appurtenances shall be located, erected and maintained on existing utility facilities where possible, and Grantee shall go underground when all utilities do, but not necessarily in the utilities facilities.

50.009 Liability and indemnification of township.

Sec. 9. Grantee shall indemnify and hold the Township harmless at all times during the term of this franchise and specifically agrees that it will pay all damages and penalties which the Township may be legally required to pay as a result of granting this franchise. Such damages and penalties shall include, but not be limited to, damages arising out of the installation, operation, or maintenance of the CATV System authorized herein, whether or not any acts or omission complained of is authorized, allowed, or prohibited by the franchise.

The Grantee shall, at all times during the terms of this franchise, carry and require their contractors to carry:

- (1) Insurance in such forms and in such companies as shall be approved or disapproved by the Township Attorney to protect the Township and Grantee from and against any and all claims, injury or damages to persons or property, both real and personal, caused by the construction, erection, operation, and maintenance of any structure, equipment or appliance. The amount of such insurance shall not be less than \$500,000.00 as to any one person, and \$1,000,000.00 as to any one accident; and against liability due to injury or death of persons, \$500,000.00 as to any one person and \$1,000,000.00 as to any one accident.
- (2) Workman's Compensation Insurance as provided by the laws of the State of Michigan as amended.
- (3) Automobile Insurance with limits of not less than \$200,000.00/\$500,000.00 of public liability coverage and automobile property damage insurance with a limit of \$200,000.00 carrying all automotive equipment.
- (4) All of said insurance coverage shall provide with a thirty day notice of the Township in the event of material alteration or cancellation of any coverage afforded in said policies prior to the date said material alteration or cancellation shall become effective.
- (5) Copies of all policies required hereunder shall be furnished to and filed with the Township Clerk prior to the commencement of operations or the expiration of prior policies as the cause may be.
- (6) The Grantee shall pay and by the acceptance of this franchise, specifically agrees, that it will pay all expenses incurred by the Township in defending itself with regard to all damages, penalties or other claims resulting from the acts of Grantee.

50.010 Prohibition of discriminatory or preferential practice.

Sec. 10. The Company shall not, as to rates, service, facilities, rules, regulations, or in any other respect, make or grant preference or advantages to any person, nor subject any person to any prejudices or disadvantages provided, however, that nothing in this chapter shall be deemed to prohibit the establishment of service without charge to public or private educational institutions, and such public buildings or facilities as shall from time to time be designated by the Township.

50.011 Notice of interruption for repairs.

Sec. 11. Whenever it is necessary to shut off or interrupt service for the purpose of making repairs, adjustments or installations, the Company shall do so at such time as will cause the least amount of inconvenience to its customers. Unless such interruption is unforeseen and immediately necessary, it shall give reasonable notice thereof to all customers affected thereby.

50.012 Local office or agent and complaint procedures.

Sec. 12. The Company shall share or maintain a local business office or agent within the City of Mason for receiving, via a non-toll telephone call, inquiries or complaints regarding the quality of service, equipment malfunctions, billing disputes and similar matters. Inquiries or complaints shall be received during normal business hours Monday through Friday. All complaints and inquiries will be investigated, responded to or acted upon as promptly as is practical, and unless circumstances otherwise require, within three business days of their receipt.

50.013 Franchise fee.

Sec. 13. The Grantee shall pay three percent of the gross subscriber revenue years one through fifteen. Should similar fee payments be required by a state agency now or subsequently charged with the regulation of cable television, the fees provided for herein and the fees payable to said state agency when added together, shall not exceed the maximum amount permitted by applicable federal law, rules or regulations. Gross subscriber revenues shall include income from installations, advertising and pay TV revenues.

50.014 Inspection of company's records.

Sec. 14. The Company shall keep books and records in accordance with good accounting practices and shall deliver to the Township financial and income statements in such form and at such times as the Township may reasonably require.

50.015 Services.

Sec. 15A.

- (1) Television stations allocated by FCC Rules and Regulations for Mason.
- (2) Earth satellite stations to be carried:

WTBS	Atlanta
WGN	Chicago
CBN	Christian Broadcast Network

- (3) Star View Cinema—full length feature films, no commercials, no editing.

50.016 Rates.

Sec. 15B. The Company's initial rates for service rendered to residential customers shall not exceed the following schedule:

(1) Primary installation during initial installation phase (first TV set and/or FM).....	\$25.00
(2) Primary and secondary installation after initial installation in community is completed (per TV set and/or FM).....	20.00
(3) Converter deposit (each) if required	20.00
(4) Monthly rate for primary TV set or FM.....	8.95
(5) Monthly rate for secondary TV set or FM (each).....	2.00
(6) Reconnect charge	10.00
(7) Transfer charge.....	10.00
(8) Star View Cinema full-length feature films	8.00
(9) Apartments/Commercial/and Underground installations to be negotiated on an individual basis. (Not to exceed individual home rates.)	
(10) Emergency Alert System	(NC)

The Company may add to the monthly service charge specified above any taxes or fees levied upon its gross subscriber revenues by Township, state or federal governmental bodies, and any fees or charges imposed upon the Company for the use and distribution of copyrighted material.

50.017 Necessity of franchise.

Sec. 16. No person shall own or operate a community antenna television system in the Township except by franchise issued by the Board granting such power to any such grantee.

50.018 Color TV.

Sec. 17. The facilities used by the Grantee shall be capable of distributing color television signals, and when signals the Grantee receives are in color, they shall be in all cases distributed in color to subscribers.

50.019 Limitation of services.

Sec. 18. Services performed pursuant to this franchise issued hereunder shall not include the performance of repairing, servicing or selling television sets or television antennas, nor shall the Grantee recommend service by any other persons except for such items as may be directly related to the cable installation and/or connection.

50.020 Construction.

Sec. 19. Upon granting of the franchise the Company may commence construction. Construction shall continue until such time as the Company shall have those areas of the Township completed in which a density of at least sixty homes per cable mile exist from the existing system.

50.021 Signal quality requirements.

Sec. 20. The Company shall meet all requirements as set forth by FCC and shall guarantee quality pictures to all subscribers on the system.

50.022 Specifications.

Sec. 20A.

Magnavox:	MX-500 Series Electronics capable of: 12 VHF 9 Mid Band Channels 14 Super Band Channels 7 Sub Band Channels
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RMS Electronics:	GID-3 Cable (jacketed) SLM-GID Attenuation Data @ 68 F 1.2 @ 220 MHz
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Scientific Atlanta: Earth Station
Rohn: 120' self support, painted and lighted tower
Oak: Convertors

Home installation equipment:	Belden Cable RG 59 Messenger RG 59 Regular
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Supportive manufacturers technical specifications are also enclosed for your examination and consideration.

Maintenance and Repair Facilities located in Mason.

Central Office located in Mason.

Full engineering and technical staff located in Mason.

Technical Staff:

- 1 Engineer
- 1 Chief Technician
- 2 Technician/Installers

Channels to be carried:

17	WTBS	Atlanta	24 Hours
9	WGN	Chicago	24 Hours
	The Movie Channel		24 Hours
	PTL Network		24 Hours
	ESPN Sports		24 Hours
6	WJIM	Lansing	
10	WILX	Jackson	
23	PBS	East Lansing	
12	WJRT	Flint	
50	IND.	Detroit	
5	WNEM	Bay City	
2	WJBK	Detroit	
4	WDIV	Detroit	
7	WXYZ	Detroit	

Sixteen (16) channels offered which includes one (1) active local origination channel as demonstrated in the Mason system. There are three (3) additional channels to be added at a future date.

50.023 Safety requirements.

Sec. 21. The grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public. The Grantee shall install and maintain its wires, cables, fixtures and other equipment in accordance with the requirements of the codes of the Township and all codes adopted by reference therein and in such manner that they will not interfere with any installations of the Township or of any public utility serving the Township.

All structures and all lines, equipment and connections in, over and under and upon the streets, alleys, sidewalks and public ways or places in the Township, wherever situated and located, shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good order and repair.

50.024 Transfer of franchise and change of control of grantee.

Sec. 22. Prior approval of the Board shall be required where the effective control of Grantee is acquired by a person or group of persons. If that person or

group of persons is willing to accept the covenants of this Ordinance and prove to the Township that he or the said corporation are financially, technically and administratively capable, such approval shall not be unduly withheld.

50.025 Removal of facilities.

Sec. 23. Upon termination of service to any subscriber, the Grantee shall promptly remove all its facilities and equipment from the premises of such subscriber upon his request.

50.026 Further agreement and waiver by grantee.

Sec. 24. The Grantee agrees to abide by all provisions of this franchise and further agrees that it will not at any future time set up as against the Township or the Board any claim that the provisions of this franchise are unreasonable, arbitrary or void.

50.027 Number of channels.

Sec. 25. The Grantee shall utilize the best equipment available and shall build a distribution network capable of carrying not less than 21 channels. Additional satellite stations will be added. A set of technical standards covering the equipment to be used by the Grantee will be made available to the Township if they so wish.

50.028 Modification of FCC rules.

Sec. 26. Consistent with the requirements of FCC Rule 76.31, any modification or amendment thereof by the FCC shall, to the extent applicable, be considered to be part of this franchise as of the effective date of such amendment, and shall be incorporated herein by specific amendment hereto within one year from the effective date of the FCC's amendment or at the time of renewal of this franchise, whichever occurs first.

50.029 Severability.

Sec. 27. If any section, subsection, sentence, clause, phrase or any portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

50.030 Installation of public buildings.

Sec. 28. All public, private and parochial schools will be installed with one hook up at no charge. Police, Fire and Municipal buildings as designated by the Board will also be installed at no charge. No monthly fee or pay TV programming will be charged and/or provided.

50.031 Effective date.

Sec. 29. This Ordinance shall be effective upon publication.



Part 51

**51.000 CONSUMERS POWER COMPANY GAS AND/OR ELECTRIC
FRANCHISE
Ord. No. 18
Adopted: March 3, 1986**

An Ordinance, granting to Consumers Power Company, its successors and assigns, the right, power and authority to lay, maintain and operate gas mains, pipes and services, and 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 on, along, across and under the highways, streets, alleys, bridges and other public places, and to do a local gas and/or electric business in the Township of Vevay, Ingham County, Michigan.

51.001 Grant of franchise.

Sec. 1. The Township of Vevay, Ingham County, Michigan, hereby grants to the Consumers Power Company, a Michigan corporation, its successors and assigns, hereinafter called the "Grantee," the right, power and authority to lay, maintain and operate gas mains, pipes and services, and 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 on, along, across and under the highways, streets, alleys, bridges and other public places, and to do a local gas and/or electric business in the Township of Vevay, Ingham County, Michigan.

51.002 Grantee responsibility.

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

51.003 Conditions of work.

Sec. 3. No street, alley, bridge, highway or other public place used by said Grantee shall be obstructed longer than necessary during the work of construction or repair, and shall be restored to the same order and condition as when said work was commenced. 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. All of Grantee's wires carrying electricity shall be securely fastened so as not to endanger or injure persons or property in said highways. The Grantee shall have the right to trim trees if necessary in the conducting of such business, subject, however, to the supervision of the highway authorities.

51.004

CONSUMERS POWER COMPANY FRANCHISE (Ord. No. 18)

51.004 Indemnification.

Sec. 4. 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 negligent construction and maintenance of the structures 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 negligent construction and maintenance.

51.005 Rights; type of gas.

Sec. 5. The rights, power and authority herein granted are not exclusive. The right to do a gas business and the right to do an electric business hereunder are several, and such rights may be separately exercised, owned and transferred. Either manufactured or natural gas may be furnished hereunder.

51.006 Extensions of system.

Sec. 6. Said Grantee shall from time to time extend its gas and electric systems to and within said Township, and shall furnish gas or electricity to applicants residing therein in accordance with applicable laws, rules and regulations.

51.007 Rates and rules.

Sec. 7. The Grantee shall be entitled to charge the inhabitants of said Township for gas and/or electricity 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 and electric rates and rules regulating such service in said Township, are hereby granted. 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.

51.008 Revocation.

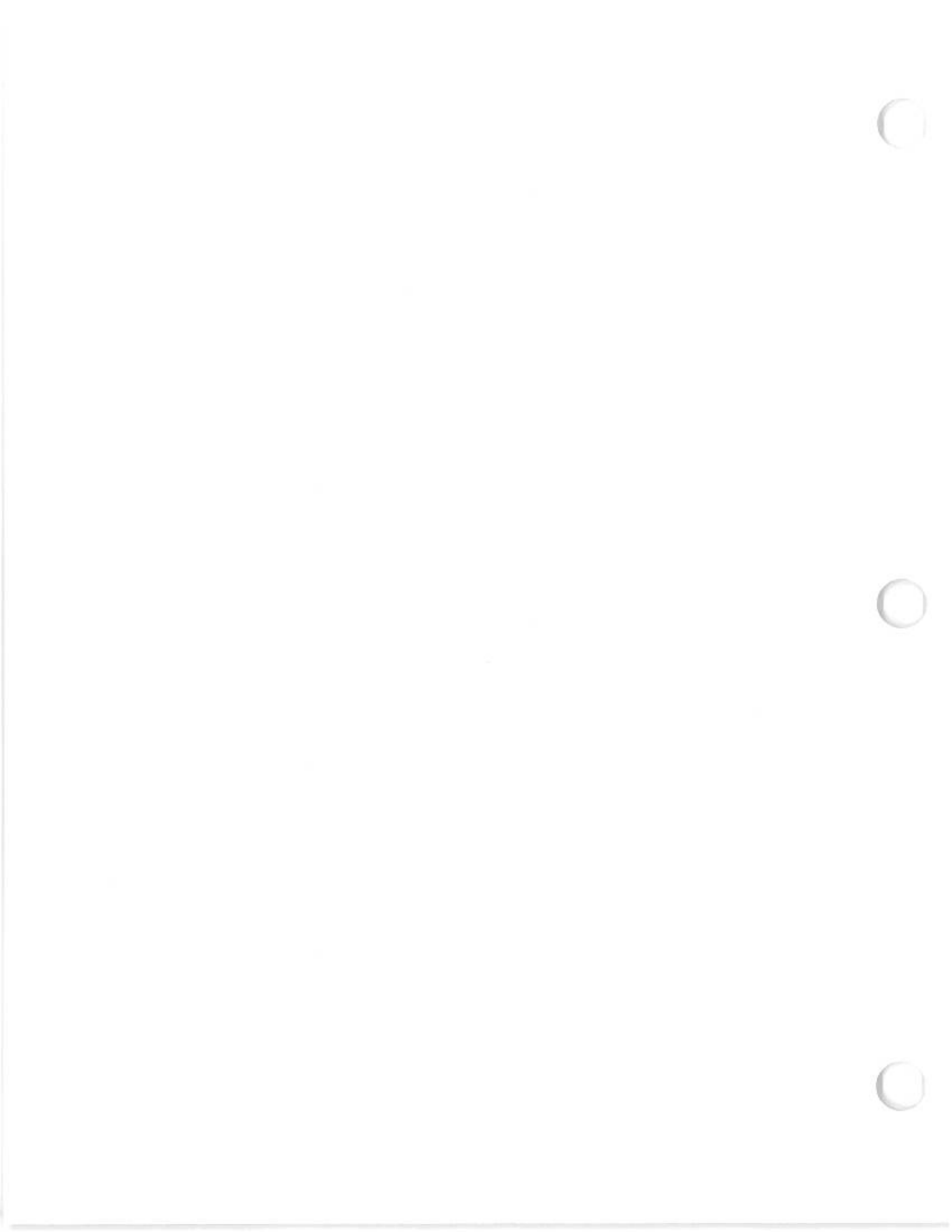
Sec. 8. The franchise granted by this ordinance is subject to revocation upon 60 days written notice by the party desiring such revocation.

51.009 Rules and regulations.

Sec. 9. Said Grantee shall, as to all other conditions and elements of service, both gas and electric, 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 or electric service in said Township.

51.010 Effective date.

Sec. 10. This ordinance shall take effect upon the day after the date of publication thereof, provided, it shall cease and be of no effect after thirty 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.



VEVAY TOWNSHIP

INGHAM COUNTY, MICHIGAN

ORDINANCE NO. 18.01

CONSUMERS ENERGY COMPANY GAS AND ELECTRIC FRANCHISE ORDINANCE

PREAMBLE

AN ORDINANCE, granting to CONSUMERS ENERGY COMPANY, its successors and assigns, the right, power and authority to lay, maintain and operate gas mains, pipes and services, and 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 on, along, across and under the highways, streets, alleys, bridges, waterways, and other public places, and to do a local gas and/or electric business in the TOWNSHIP OF VEVAY, INGHAM COUNTY, MICHIGAN, for a period of thirty years.

The Township of Vevay, Ingham County, Michigan, hereby ordains:

SECTION 1. GRANT, TERM. The TOWNSHIP OF VEVAY, INGHAM COUNTY, MICHIGAN, hereby grants to the Consumers Energy Company, a Michigan corporation, its successors and assigns, hereinafter called the "Grantee," the right, power and authority to lay, maintain and operate gas mains, pipes and services, and 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 on, along, across and under the highways, streets, alleys, bridges, waterways, and other public places, and to do a local gas and/or electric business in the TOWNSHIP OF VEVAY, INGHAM COUNTY, MICHIGAN, for a period of thirty years.

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. CONDITIONS. No street, alley, bridge, highway, waterways, or other public place used by said Grantee shall be obstructed longer than necessary during the work of construction or repair, and shall be restored to the same order and condition as when said work was commenced. 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. All of Grantee's wires carrying electricity shall be securely fastened so as not to endanger or injure persons or property in said highways. The Grantee shall have the right to trim trees if necessary in the conducting of such business, subject, however, to the supervision of the highway authorities.

SECTION 4. HOLD HARMLESS. Said Grantee shall at all times keep and save the Township, its officers, board members, employees and agents, free and harmless from all loss, costs and expense to which it may be subject by reason of the negligent construction and maintenance of the structures and equipment hereby authorized. In case any action is commenced against the Township, its officers, board members, employees and agents, on account of the permission herein granted, said Grantee shall, upon notice, defend the Township, its officers, board



members, employees and agents, and save it free and harmless from all loss, cost and damage arising out of such negligent construction and maintenance.

SECTION 5. COMPLIANCE WITH LAWS. Grantee shall comply with all applicable laws, statutes, ordinances, rules and regulations regarding the installation, construction or use of its electrical system, whether federal, state or local, now in force or which hereafter may be promulgated. Furthermore, Grantee shall secure all necessary permits, licenses and approvals from all appropriate departments, agencies, commissions or boards of the Township or other governmental entities as required by law before any installation is commenced. Nothing herein shall be construed as a waiver by Grantee of any of its existing or future rights under state or Federal law.

SECTION 6. FRANCHISE NOT EXCLUSIVE. The rights, power and authority herein granted are not exclusive. The right to do a gas business and the right to do an electric business hereunder are several, and such rights may be separately exercised, owned and transferred. Either manufactured or natural gas may be furnished hereunder.

SECTION 7. EXTENSIONS. Said Grantee shall from time to time extend its gas and electric systems to and within said Township, and shall furnish gas or electricity to applicants residing therein in accordance with applicable laws, rules and regulations.

SECTION 8. RATES. The Grantee shall be entitled to charge the inhabitants of said Township for gas and/or electricity 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 and electric rates and rules regulating such service in said Township, are hereby granted. 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.

SECTION 9. REVOCATION. The franchise granted by this Ordinance is subject to revocation upon sixty (60) days written notice by the party desiring such revocation.

SECTION 10. MICHIGAN PUBLIC SERVICE COMMISSION, JURISDICTION. Said Grantee shall, as to all other conditions and elements of service, both gas and electric, not herein fixed, be and remain subject to reasonable rules and regulations of the Michigan Public Service Commission or its successors, applicable to gas or electric service in said Township.

SECTION 11. REPEALER. This ordinance, when accepted and published as herein provided, shall repeal and supersede the provisions of a gas and/or electric ordinance adopted by the Township Board on March 3, 1986 entitled:


AN ORDINANCE, granting to CONSUMERS POWER COMPANY, its successors and assigns, the right, power and authority to lay, maintain and operate gas mains, pipes and services, and 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 on, along, across and under the highways, streets, alleys, bridges and other public places, and to do a local gas and/or electric business in the TOWNSHIP OF VEVAY, INGHAM COUNTY, MICHIGAN.

and amendments, if any, to such ordinance whereby a gas and/or electric franchise was granted to Consumers Energy Company.



SECTION 12. 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 thirty 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.

We certify that the foregoing ordinance was duly enacted by the Township Board of TOWNSHIP OF VEVAY, INGHAM COUNTY, MICHIGAN, on the 14th day of December, 2015 and published on the 20th day of December, 2015 as provided by law.



Jesse Ramey, Township Supervisor

Attest:



JoAnne Kean, Township Clerk



52.000

WOLVERINE ELECTRIC SERVICE FRANCHISE

Ord. No. 31

Adopted: August 9, 1990

An Ordinance granting unto Wolverine Power Supply Cooperative, Inc., its successors and assigns, the right, power and franchise for a period of 30 years from and after the adoption and approval hereof, to acquire, construct, operate and maintain in Vevay Township, Ingham County, the necessary facilities for the production, transmission, and sale of electric energy at wholesale to its member-distribution cooperatives and between Wolverine and other parties pursuant to wholesale power agreements, and to use and occupy the highways, streets, alleys, and other public places of the township to set poles, string wires, lay pipes or conduits, and to transact an electric business.

BE IT ORDAINED:

52.001

Grant of franchise.

Sec. 1. That Wolverine Power Supply Cooperative, Inc., its successors and assigns, be and it is hereby granted and vested with the right, power, and franchise for a period of 30 years from and after the adoption and approval hereof, as provided by law, to acquire, construct, maintain or operate in the Township of Vevay the necessary facilities for the production, transmission, and sale of electric energy at wholesale to its member-distribution cooperatives and between Wolverine and other parties pursuant to wholesale power agreements, and to construct and maintain along, upon, across or under the highways, streets, alleys, and other public places of the township to set poles, string wires, lay pipes or conduit and other necessary fixtures and equipment for such purposes within Vevay Township.

52.002

Indemnification.

Sec. 2. The Grantee shall save the Township harmless from any liability or judgment that may be made or recovered against the Township by reason of the negligence of the Grantee in the construction or maintenance of its electric transmission system.

52.003

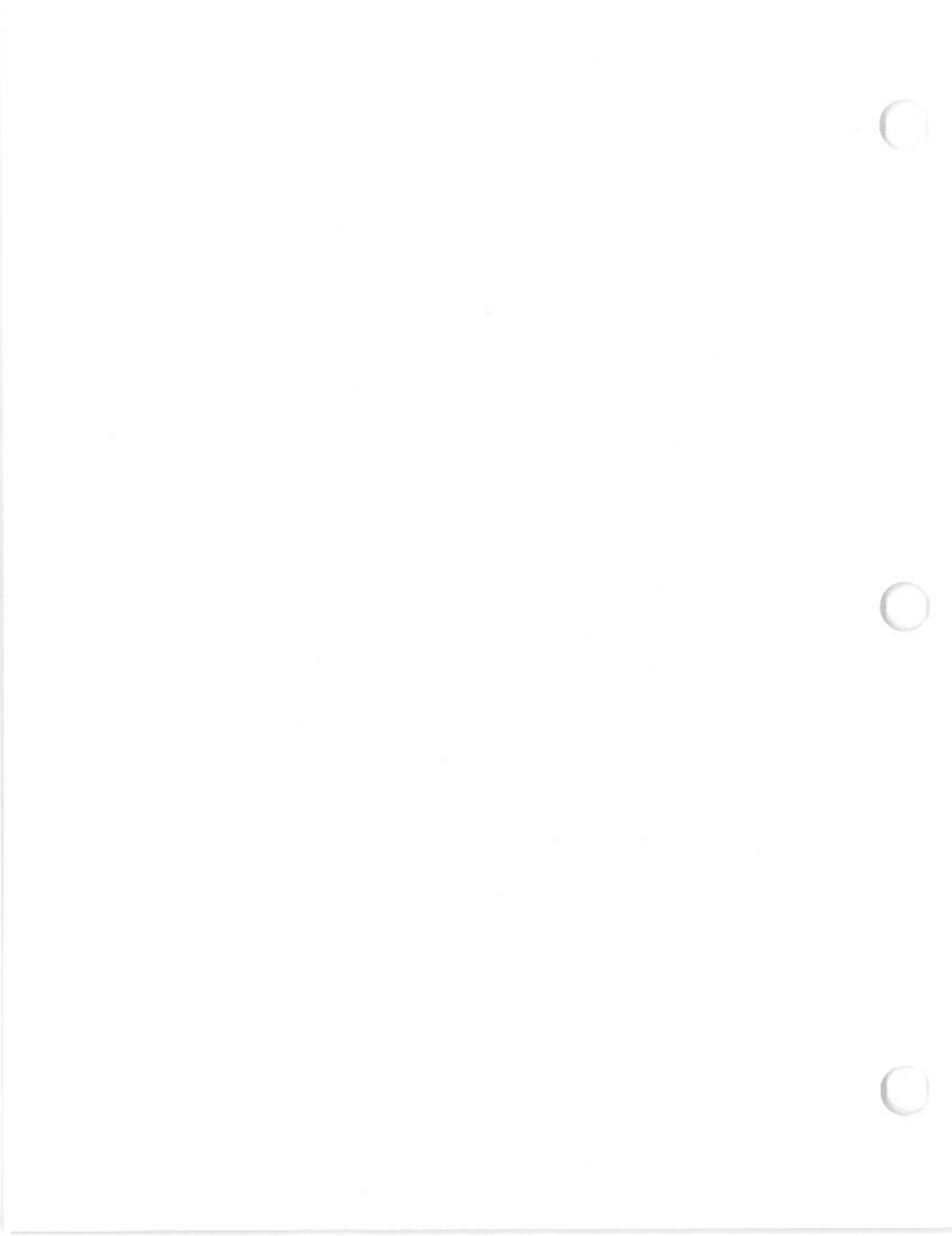
Confirmation.

Sec. 3. The franchise granted herein is subject to confirmation at the next regular election or special election by a majority of the Vevay Township electors voting upon the question in the affirmative.

52.004

Effective date.

Sec. 4. This ordinance will take effect upon publication of the ordinance.



Part 53

Vevay Township
HOMEWORKS TRI-COUNTY ELECTRIC COOPERATIVE
ELECTRICITY SERVICE FRANCHISE ORDINANCE
Ord. No. 72
Adopted: December 12, 2016

53.000

AN ORDINANCE, granting to HOMEWORKS TRI-COUNTY ELECTRIC 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, meters, and other electrical appliances and attachments, on or under, along, and across highways, streets, alleys, bridges and other public places, and for a Grant of Electricity Service Franchise in TOWNSHIP OF VEVAY, INGHAM COUNTY, MICHIGAN, for a period of thirty years.

THE TOWNSHIP OF VEVAY, INGHAM COUNTY, MICHIGAN, ORDAINS:

53.001

SECTION 1. **GRANT, TERM.** The TOWNSHIP OF VEVAY, INGHAM COUNTY, MICHIGAN, hereby grants to the HOMEWORKS TRI-COUNTY ELECTRIC COOPERATIVE, a Michigan corporation, its successors and assigns, hereinafter called the "Grantee," 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, meters, and other electrical appliances and attachments, on or under, along, and across highways, streets, alleys, bridges and other public places, and for a Grant of Electricity Service Franchise in TOWNSHIP OF VEVAY, INGHAM COUNTY, MICHIGAN, for a period of thirty years.

53.002

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.

53.003

SECTION 3. **CONDITIONS.** No street, alley, bridge, highway, waterways, or other public place used by said Grantee shall be obstructed longer than necessary during the work of construction or repair, and shall be restored to the same order and condition as when said work was commenced, at the expense of the Grantee. 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. All of Grantee's wires carrying electricity shall be securely fastened so as not to endanger or injure persons or property in said highways. The Grantee shall have the right to trim trees if necessary in the conducting of such business, subject, however, to the supervision of the highway authorities.

53.004

SECTION 4. **HOLD HARMLESS.** Said Grantee shall at all times keep and save the Township, its officers, board members, employees and agents, free and harmless from all loss, costs and expense to which it may be subject by reason of the negligent operation, construction and maintenance of the system, structures and equipment hereby authorized. In case any action is commenced against the Township on account of the permission herein granted, its officers, board members, employees and agents, said Grantee shall, upon notice, defend and indemnify the Township, its officers, board members, employees and agents, and save it free and harmless from all loss, cost and damage arising out of such negligent operation, construction and maintenance.

53.005

SECTION 5. **COMPLIANCE WITH LAWS.** Grantee shall comply with all applicable laws, statutes, ordinances, rules and regulations regarding the installation, construction or use of its electrical system, whether federal, state or local, now in force or which hereafter may be promulgated. Furthermore, Grantee shall secure all necessary permits, licenses and approvals from all appropriate departments, agencies, commissions or boards of the Township or other governmental entities as required by law before any installation is commenced. Nothing herein shall be construed as a waiver by Grantee of any of its existing or future rights under state or Federal law.

53.006

SECTION 6. **FRANCHISE NOT EXCLUSIVE.** The rights, power and authority herein granted are not exclusive. The right to do an electric business hereunder are several, and such rights may be separately exercised, owned and transferred.

53.007

SECTION 7. **EXTENSIONS.** Said Grantee shall from time to time extend electric systems to and within said Township, and shall furnish electricity to applicants residing therein in accordance with applicable laws, rules and regulations.

53.008

SECTION 8. **RATES.** The Grantee shall be entitled to charge the inhabitants of said Township for electricity 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 and electric rates and rules regulating such service in said Township, are hereby granted. 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.

53.009

SECTION 9. **REVOCATION.** The franchise granted by this Ordinance is subject to revocation upon sixty (60) days written notice by the party desiring such revocation.

53.010

SECTION 10. **MICHIGAN PUBLIC SERVICE COMMISSION, JURISDICTION.** Said Grantee shall, as to all other conditions and elements of service, electric, not herein fixed, be and remain subject to reasonable rules and regulations of the Michigan Public Service Commission or its successors, applicable to gas or electric service in said Township.

53.011

SECTION 11. **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 thirty 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.

Parts 54-64

(Reserved)

