

ORDINANCE # 205

NORDIC ELECTRIC, L.L.C

**ELECTRIC FRANCHISE ORDINANCE
STOCKBRIDGE TOWNSHIP, MICHIGAN**

An ordinance, granting to Nordic Electric, L.L.C., its successors and assigns, the right, power and authority to maintain and operate electric services, 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 electric business in the Township of Stockbridge, Ingham County, Michigan for a period of ten (10) years.

THE TOWNSHIP OF STOCKBRIDGE ORDAINS:

Sec.1. GRANT TERM.

The Township of Stockbridge, Ingham County, Michigan, hereby grants to the Nordic Electric, L.L.C., a Michigan Limited Liability Company, its successors and assigns, hereinafter called the "Grantee," the right, power and authority to maintain, operate and commercially use electric lines over the towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers, and other electrical appliances of Detroit Edison Company, Consumers Power Company, and other utilities, previously franchised by the Township of Stockbridge, on, along, across and under the highways, streets, alleys, bridges and other public places, and to do a local electric business in the Township of Stockbridge, Ingham County, Michigan, for a period of ten (10) years.

Sec. 2. CONSIDERATION.

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

Sec. 3. CONDITIONS.

No right to construct or erect new structures, towers, poles or lines is granted by this Franchise. The Grantee may exercise the rights granted herein over existing and new structures, towers, poles or lines of other previously franchised public utilities. If any right to construct or erect new structures, towers, poles, or lines is granted to Grantee, the conditions of this Ordinance and any subsequently imposed conditions shall be performed. These conditions shall include the following:

A) Safety, Appearance. The safety, functioning and appearance of the property and the convenience and safety of other persons shall not be adversely affected by the installation, maintenance, or construction of facilities necessary for an electrical system.

B) Distribution of Expense. The cost of the installation, construction, operation, maintenance, or removal of such facilities shall be borne by Grantee or subscriber, or a combination of both.

C) Just Compensation. The owner of the property shall be justly compensated by Grantee for any damages caused by the installation, construction, operation, maintenance, or removal of such by Grantee.

D) Minimum Interference. All transmission and distribution structures, lines, and equipment erected by Grantee, within the Township, shall be so located as to cause minimum interference with

the proper use of streets, alleys, and other public ways and public places, and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the said streets, alleys, or public ways and public places.

E) Damage to Public Property. In case of disturbances of any street, sidewalk, alley, public way, or paved area, Grantee shall, at its own cost and in a manner approved by the Township Board or its representative(s), replace and restore such street, sidewalk, alley, public way or paved area in as good a condition as existed before such disturbance.

F) Relocation of Equipment and Materials. If at any time during the period of a franchise granted pursuant to this Ordinance, the Township shall lawfully elect to alter or change the grade of any street, sidewalk, alley, or other public way, Grantee, upon reasonable notice by the Township, shall remove or relocate its poles, towers, lines, wires, cables, conduits, manholes, and other fixtures at its own expense, whether above ground or underground.

G) Interference with Travel. Any poles or other fixtures placed in any public way by Grantee shall be placed in such a manner so as not to endanger persons or property and so as not to interfere with the usual travel on such public way.

H) Engineering Standards & Specifications. All of Grantee's structures and equipment, including but not limited to the distribution system, towers, house connections, structures, poles, lines, wires, cables, fixtures, and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained, and operated in accordance with good engineering practices and meet all relevant specifications of Federal, State and local law. All plans must be reviewed and approved

by the Township Board or its designee in accordance with the above standards.

I) Rights of Permit Holders. Grantee shall, at the request of any private party holding an appropriate permit issued by the Township, temporarily raise or lower its lines to permit the moving of any building or other structure, and the actual expense of such shall be paid by the party so requesting. Grantee may require that such expense be paid before its raising or lowering its lines.

J) Franchise Subject to Police Power. Grantee shall, at all times during the period of a franchise granted hereunder, be subject to all lawful exercise of the police power of the Township and to such reasonable regulations as the Township shall hereinafter provide. Such regulations may include prohibiting Grantee's use of the Township roads, public places, streets or alleys for the installation of additional towers, conduits, poles or lines, and may include regulations requiring, future transmission systems to be installed and maintained underground. The police power may be exercised through amendment of this Ordinance as well as through enactment of separate ordinances and regulations. Unless provided for in a franchise granted pursuant to this Ordinance, such amendments, enactments, and regulations may be adopted without consultation with Grantee.

K) Supervision, Inspection. The Township shall have the right to supervise all construction or installation work performed subject to the provisions of the franchise and make such inspections as it shall find necessary to insure compliance with the terms of the franchise and all other pertinent provisions of law. At the expiration of the franchise or upon its termination or cancellation, as provided for herein, the Township shall have the right to require Grantee to remove at its own expense all portions of the electrical

system from all public streets, alleys, ways, and areas within the Township.

L) Security. Financial guarantees in the form of an irrevocable bank letter of credit or security deposit shall be furnished the Township prior to commencement of construction or erection of any structure, tower, line or pole in the public rights of way, streets, alleys or places in order to insure construction and removal. The irrevocable bank letter of credit or security deposit shall be in the amount determined by the Township Board. The Township Board is authorized to withdraw funds from the security deposit to reimburse the Township for the costs of road and street maintenance and repair caused or contributed to the utility construction, repair or removal or the failure to construct, repair, remove or maintain as required hereunder from time to time. The release of the irrevocable bank letter of credit or security deposit or any portion thereof shall require Township Board approval.

Sec. 4. HOLD HARMLESS.

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.

Sec. 5. FRANCHISE NOT EXCLUSIVE.

The rights, power and authority herein granted are not exclusive. Provided, however, the Township has the right to

grant further franchises to do a electric or other utility business in the Township or any portion thereof.

Sec. 6. 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 or its successors, or other appropriate public authority. The rates shall be subject to review or change at any time upon petition of the Township or the Grantee.

Sec. 8. REVOCATION.

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

Sec. 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 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.

NOTICE OF ORDINANCE ADOPTION

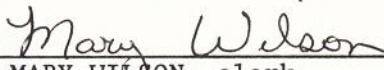
PLEASE TAKE NOTICE that the above Ordinance was adopted by the Stockbridge Township Board on **December 18 1997**.

The above is the full text of the Ordinance.

The effective date is **December 21 .1997**.

A copy of the Ordinance may be purchased or inspected at the Stockbridge Township Hall, South Clinton Street, Stockbridge, Michigan, during regular business hours by appointment with the Clerk,

Phone: 1.517.851.7530.



MARY WILSON, clerk

Dated: December 19 1997.

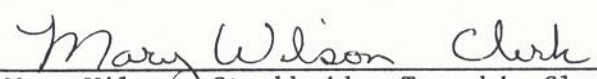
STATE OF MICHIGAN)

COUNTY OF INGHAM)

I, MARY WIISON, Stockbridge Township Clerk, do hereby certify that the within Ordinance was adopted by the Stockbridge Township Board at a regular meeting held on the 18th day of December_1997 by the following roll call vote:

AYES -4 - Curtis, Fay, M Wilson & R Wilson

NAYS -1- Allen



Mary Wilson, Stockbridge Township Clerk

Prepared by:

KEUSCH AND FLINTOFT, P .C. Attorneys at Law

BY: PETER C. FLINTOFT, (P-13531)

119 South Main Street, PO Box 187 Chelsea, Michigan 48118