

ORDINANCE NO. 04-006

CONSUMERS ENERGY COMPANY GAS FRANCHISE ORDINANCE

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 on, along, across and under the highways, streets, alleys, bridges, waterways, and other public places, and to do a local gas business in Sections 33, 34, 35 and 36 of the CHARTER TOWNSHIP OF JAMESTOWN, OTTAWA COUNTY, MICHIGAN, for a period of thirty years.

THE CHARTER TOWNSHIP OF JAMESTOWN ORDAINS:

SECTION 1. **GRANT, TERM.** The CHARTER TOWNSHIP OF JAMESTOWN, OTTAWA 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 on, along, across and under the highways, streets, alleys, bridges, waterways, and other public places, and to do a local gas business in Sections 33, 34, 35 and 36 of the CHARTER TOWNSHIP OF JAMESTOWN, OTTAWA 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 highway, street, alley, bridge, waterway 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 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.

SECTION 4. **HOLD HARMLESS.** Said Grantee shall at all times keep and save the Charter 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 Charter Township on account of the permission herein given, 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.

SECTION 5. **EXTENSIONS.** Said Grantee shall construct and extend its gas distribution system within said Sections 33, 34, 35 and 36 of the Charter Township and shall furnish gas to applicants residing therein in accordance with applicable laws, rules and regulations.

SECTION 6. **FRANCHISE NOT EXCLUSIVE.** The rights, power and authority herein granted, are not exclusive. Either manufactured or natural gas may be furnished hereunder.

SECTION 7. **RATES.** Said Grantee shall be entitled to charge the inhabitants of said Charter Township for gas 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 rates and rules regulating such service in said Charter Township, are hereby granted for the term of this franchise. Such rates and rules shall be subject to review and change at any time upon petition therefor being made by either said Charter Township, acting by its Township Board, or by said Grantee.

SECTION 8. **REVOCATION.** The franchise granted by this ordinance is subject to revocation upon sixty (60) days written notice by the party desiring such revocation.

SECTION 9. **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 gas service in said Charter Township.

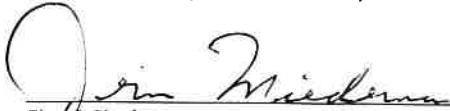
SECTION 10. **REPEALER.** This ordinance, when accepted and published as herein provided, shall repeal and supersede the provisions of a gas ordinance adopted by the Charter Township Board on March 24, 1997 entitled:

AN ORDINANCE, granting to CONSUMERS POWER COMPANY, doing business as CONSUMERS ENERGY COMPANY, 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, and to do a local gas business in Sections 35 and 36 of the CHARTER TOWNSHIP OF JAMESTOWN, OTTAWA COUNTY, MICHIGAN, for a period of thirty years.

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

SECTION 11. **EFFECTIVE DATE.** This ordinance shall take effect upon the day after the date of publication thereof; provided, however, 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 Charter Township and said Grantee.

We certify that the foregoing Franchise Ordinance was duly enacted by the Township Board of the CHARTER TOWNSHIP OF JAMESTOWN, OTTAWA COUNTY, MICHIGAN, on the 8th day of November, 2004.

  
Jim Miedema, Township Supervisor

Attest:

  
Ruth Pruis, Township Clerk