

Jamestown Township  
Ottawa County, Michigan

ORDINANCE NO. 98-010

A FRANCHISE, granting to GREAT LAKES ENERGY COOPERATIVE, its successors and assigns, the right, power and authority to lay, maintain and operate gas mains, pipes and services and to lay, maintain and operate electric lines, poles and services on, along, across and under the highways, streets, alleys, bridges and other public places, and to do a local gas and electric public utility business in the Township of Jamestown, Ottawa County, Michigan for a period of thirty years.

The Township of Jamestown ORDAINS:

**Section 1. Grant of Gas and Electric Franchise and Consent to Laying of Pipes, Etc.**

Subject to all the terms and conditions mentioned in this Franchise, consent, permission, right and authority is hereby given to Great Lakes Energy Cooperative, a corporation organized under the laws of the State of Michigan (the "Company"), and to its successors and assigns to lay, maintain, operate and use gas pipes, mains, conductors, service pipes and other necessary equipment, and to lay, maintain, operate and use electric lines, poles, cables, conduits, appliances, buildings and other necessary works in the highways, streets, alleys and other public places in the Township of Jamestown, Ottawa County, Michigan, (the "Township") and a non-exclusive franchise is hereby granted to the Company, its successors and assigns, to transact local business in the Township for the purposes of producing, storing, transmitting, selling and distributing gas and electricity in, into and through the Township and all other matters incidental thereto.

**Section 2. Use of Streets and Other Public Places.** The Company, its successors and assigns, shall not unnecessarily obstruct the passage of any of the highways, streets, alleys, or other public places within the Township and shall within a reasonable time after making an opening or excavations, repair the same and leave it in as good condition as before the opening or excavation was made. The Company, its successors and assigns shall use due care in exercising the privileges herein contained and shall be liable to the Township and to every owner of property abutting the Company's gas pipelines, electrical lines or other facilities, for all damages and costs arising from the default, carelessness, or negligence of the Company or its officers, agents and servants.

No road, street, alley, or highway shall be opened for the laying of gas trunk lines or gas lateral mains except upon application to the Highway Commission or the Township or other authority having jurisdiction in the premises, stating the nature of the proposed work and the route. Upon receipt of such application, it shall be the duty of the Highway Commissioners or the Township Board, or such other authority as may have jurisdiction, to issue a permit to the Company to do the work proposed.

**Section 3. Force Majeure.** The Company shall not be under any liability for failure to furnish gas or electric service as herein provided, or for any breach of the Company's obligations hereunder, if such failure or breach is caused in any part by acts of God, labor troubles, strikes, shortages of supply, accidents, breakage or repair of pipeline, machinery or equipment, failure of suppliers to deliver, shortages of materials or labor, governmental laws, rulings or regulations, or any other causes or contingencies not reasonably within the control of the Company.

**Section 4. Indemnity.** As part of the consideration for the granting of this Franchise, the Company (indemnitor) shall, at its sole cost and expense, fully indemnify and hold the Township (indemnitee), 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 Company 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.

**Section 5. Effective Date; Term of Franchise; Acceptance by the Company.** This Franchise shall take effect the day following the date of publication thereof, which publication shall be made within thirty (30) days after the date of its adoption, and shall continue in effect for a period of thirty (30) years thereafter; provided, however, that when this Franchise shall become effective the Township Clerk shall deliver to the Company a certified copy of the Franchise accompanied by written evidence of publication and recording thereof as required by law, and the Company shall, within sixty (60) days after receipt of the above documents, file with the Township Clerk its written acceptance of the conditions and provisions hereof.

**Section 6. Revocation.** This Franchise shall be subject to revocation during its term at the will of the Township.

**Section 7. Effect and Interpretation of Franchise.** All other franchises, ordinances and resolutions, and parts thereof, which conflict with any of the terms of this Franchise are hereby rescinded. In the case of conflict between this Franchise and any such franchises, ordinances or resolutions, this Franchise shall control. The catch line headings which precede each section of this Franchise are for convenience in reference only and shall not be taken into consideration in the construction or interpretation of any of the provisions of this Franchise.

**Section 8. Successors and Assigns.** The words "Great Lakes Energy Cooperative" and the "Company," wherever used herein, are intended and shall be held and construed to mean and include both Great Lakes Energy Cooperative and its successors and assigns, whether so expressed or not.

Ayes: 7  
Nays: -0-  
Date Passed: October 26, 1998

Attested, by Order of the Township of  
Jamestown, Ottawa County, Michigan

  
Township Clerk

  
Township Supervisor

**ACCEPTANCE**

This Franchise is hereby accepted by the Company on 12-18-98, pursuant to the terms and conditions set forth in the foregoing Franchise.

GREAT LAKES ENERGY COOPERATIVE

By:   
Its: PRES. / COO