

Chapter 5 – Consumers Energy Company Electric Franchise

Section 1. Grant, Term.

The CHARTER TOWNSHIP OF EUREKA, MONTCALM COUNTY, MICHIGAN, hereby grants the right, power and authority to the Consumers Energy Company, a Michigan corporation, its successors and assigns, hereinafter called the "Grantee," to construct, maintain and commercially use electric lines consisting of towers, masts, poles, cross arms, guys, braces, feeders, transmission and distribution wires, transformers and other electrical appliances for the purpose of transmitting, transforming and distributing electricity on, under, along and across the highways, streets, alleys, bridges, waterways, and other public places, and to do a local electric business in the CHARTER TOWNSHIP OF EUREKA, MONTCALM 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 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 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 Charter 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 electric distribution system within said Charter Township, and shall furnish electric service 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.

Section 7. Rates

Said Grantee shall be entitled to charge the inhabitants of said Charter 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 electric 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 Charter Township Board, or by said Grantee.

Section 8. Revocation

The franchise granted by this chapter 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 electric service in said Charter Township.