

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
ORDINANCE #136**

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 ON, ALONG, ACROSS AND UNDER THE HIGHWAYS, STREETS, ALLEYS, BRIDGES, WATERWAYS, AND OTHER PUBLIC PLACES, AND TO DO A LOCAL GAS BUSINESS IN THE CHARTER TOWNSHIP OF SUPERIOR, WASHTENAW COUNTY, MICHIGAN, FOR A PERIOD OF THIRTY YEARS.

THE CHARTER TOWNSHIP OF SUPERIOR ORDAINS:

Section 136-01. Grant Term. The CHARTER TOWNSHIP OF SUPERIOR, WASHTENAW 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 on, along, across and under the highways, streets, alleys, bridges, waterways, and other public places, and to do a local gas business in the CHARTER TOWNSHIP OF SUPERIOR, WASHTENAW COUNTY, MICHIGAN, for a period of thirty years.

Section 136-02. Consideration. In consideration of the rights, power and authority hereby granted, said Grantee shall faithfully perform all things required by the terms hereof.

Section 136-03. Use of Streets and Other Public Places. Grantee, its successors and assigns, shall not unnecessarily obstruct the passage of any of the highways, streets, alleys, or other public places within said Charter Township and shall within a reasonable time after making an opening or excavation, repair the same and leave it in as good condition as before the opening or excavation was made.

No road, bridge, street, alley, or highway, public or private, shall be opened by the Grantee for the laying of trunk lines or lateral mains except upon application to the Washtenaw County Road Commission, other authority having jurisdiction in the premises, and approval by the Charter Township Board, stating the nature of the proposed work and the route. Upon receipt of such application, it shall be the duty of the Washtenaw County Road Commission, or such other authority having jurisdiction in the premises, to act promptly in reviewing such application and to signify its consent by granting a permit for the work unless there is a reasonable basis for refusing such consent and permit. It is understood that the location of gas pipelines and related structures when located within a right-of-way or utility easement not existing on the effective date of this ordinance shall be subject to the provisions of the Zoning Ordinance of Superior Charter Township; provided however, that nothing herein shall be construed as a waiver by Grantee of any of its existing or future rights under state or Federal law.

Section 136-04. Hold Harmless. Said Grantee, its successors and assigns, shall use due care in exercising the privileges herein contained and 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

resulting from or alleged to have resulted from any act or omission of the Grantee, or its officers, agents and servants. In case any action is commenced against the Charter Township on account of the permission herein given said Grantee shall, upon notice, indemnify, defend and hold harmless the Charter Township against all claims, demands, damages and costs resulting from or alleged to have resulted from any act or omission of the Grantee, or its officers, agents and servants and shall be liable to said Charter Township for all damages and costs which may be recovered against the Charter Township arising from any act or omission of the Grantee, or its officers, agents and servants. Providing further, that this hold harmless agreement shall not apply to any loss, costs, damages or claims arising solely out of the negligence of the Charter Township, its employees or its contractors. Furthermore, in the event that any loss, costs, damages or claims arise out of the joint negligence of the Charter Township, its employees or its contractors and the Grantee, or its officers, agents and servants, this hold harmless agreement shall not apply to the proportional extent of the negligence of the Charter Township, its employees or its contractors.

Section 136-05. Extensions. Said Grantee shall construct and extend its gas distribution system within said Charter Township, and shall furnish gas to applicants residing therein in accordance with applicable laws, rules and regulations.

Section 136-06. Franchise not Exclusive. The rights, power and authority herein granted, are not exclusive. Either manufactured or natural gas may be furnished hereunder.

Section 136-07. 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 therefore being made by either said Charter Township, acting by its Township Board, or by said Grantee.

Section 136-08. Revocation. The franchise granted by this ordinance is subject to revocation upon sixty (60) days written notice by the party desiring such revocation.

Section 136-09. 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 136-10. 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 guarantee 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.