

TOWNSHIP OF PORTER

COUNTY OF CASS, STATE OF MICHIGAN

AGREEMENT GRANTING TO MIDWEST ENERGY COOPERATIVE
CONSENT TO USE PUBLIC PLACES FOR ELECTRIC, COMMUNICATION AND UTILITY
TRANSMISSION AND DISTRIBUTION
SYSTEM AND FRANCHISE TO TRANSACT LOCAL UTILITY BUSINESS

An AGREEMENT granting to MIDWEST ENERGY COOPERATIVE, its successors and assigns, the right, power and authority to construct, maintain and operate lines for the transmission and distribution of electric energy, communications, and other utility services, on, along, across and under the highways, streets, alleys, bridges, and other public places, and to transact a local electric business, in the TOWNSHIP OF PORTER, CASS COUNTY, MICHIGAN, for a period of thirty years.

SECTION 1

CONSENT TO USE PUBLIC STREETS AND OTHER PUBLIC PLACES

The Township of Porter, Cass County, State of Michigan (hereinafter called "Township" or "Grantor"), hereby grants to Midwest Energy Cooperative (hereinafter called "Grantee") its consent to construct, maintain and operate electric, communication and other utility lines consisting of towers, masts, poles, cross arms, guys, braces, feeders, transmission and distribution wires, transformers, and other appropriate appurtenances, on, along, across and under the highways, streets, alleys and other public places in the Township, subject to the terms and conditions hereinafter provided, for a period of thirty (30) years from the date of this Franchise.

SECTION 2

FRANCHISE TO TRANSACT LOCAL UTILITY BUSINESS

The Township also hereby grants to Grantee a franchise to transact a local electric business in the Township. Grantee shall furnish electricity to such users within the Township as may be within the Grantee's service area, now or in the future, in accordance with applicable laws, rules and regulations.

SECTION 3

CONSIDERATION

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

SECTION 4

CONDITIONS

No highway, street, alley, bridge or other public place used by Grantee shall be obstructed longer than necessary during the work of construction or repair, and shall be restored to as good order and condition as when Grantee commenced the work. All of Grantee's towers, masts, poles and related appurtenances shall be so placed as not to unnecessarily interfere with the use of any public right-of-ways. Grantee will use its best efforts to not unreasonably interfere with or disrupt any public utility apparatus or facilities operated by the Township and, to the extent Grantee interferes with or disrupts any such public utility apparatus or facilities, Grantee shall restore such apparatus or facilities to as good order and condition as when Grantee commenced work. All of Grantee's wires carrying electricity shall be placed and securely fastened so as to not endanger or injure persons or property. Grantee shall have the right to reasonably trim trees within the public ways covered by this Agreement as may be advisable and necessary to properly maintain its utility transmission/distribution lines.

SECTION 5

INDEMNIFICATION; HOLD HARMLESS

The Grantee shall at all times indemnify and keep and save the Township and its officials and employees free and harmless from all loss, costs and expense to which they may be subject by reason of the negligent construction, maintenance, operation and use of the places, services and equipment hereby authorized. In case any action is commenced against the Township or its officials or employees resulting from Grantee's negligent construction, maintenance, operation and use of the places, services and equipment hereby authorized, Grantee shall, upon notice defend the same and save them free and harmless from all loss, costs and damage arising out of such permission. However, , this indemnification and hold harmless obligation shall not apply to all to any loss, costs, damage of claims arising solely out of the negligence of the Township or its officials, employees, or contractors.

SECTION 6

CONSENT/FRANCHISE NOT EXCLUSIVE

The rights, power and authority herein granted are not exclusive and the Township may grant similar rights, power and authority to one or more other public or private utility companies.

SECTION 7

TOWNSHIP JURISDICTION

Grantee shall be and remain subject to all ordinances, rules and regulations of the Township now in effect, or which might subsequently be adopted for the regulation of land uses or for the protection of the health, safety and general welfare of the public; 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 8

MICHIGAN PUBLIC SERVICE COMMISSION, JURISDICTION

Grantee shall be and remain subject to the reasonable rules and regulations of the Michigan Public Service Commission or its successors applicable to the subject of this Agreement.

SECTION 9

ASSIGNMENT OF CONSENT/FRANCHISE

The words "Midwest Energy Cooperative" and "Grantee," wherever used herein, are intended and shall be held and construed to mean and include Midwest Energy Cooperative and its parent, subsidiaries, successors, affiliates, and assigns, whether so expressed or not. The word "Grantee," wherever used herein, is intended and shall be held and construed to mean and include Midwest Energy Cooperative and its successors and assigns, whether so expressed or not. Grantee shall not assign the consent or franchise granted herein to any other person or entity without the Township Board's prior approval unless the assignee is, in the Grantee's reasonable opinion, financially able to carry out Grantee's obligations hereunder and, if State authorization is required by applicable law, is properly authorized by the Michigan Public Service Commission or such other governmental authority as may then have jurisdiction of the subject matter.

SECTION 10

REPEALER

Upon execution by both parties, this Agreement shall supersede any prior agreement or ordinance whereby Grantor granted to Grantee consent to conduct an electric, communication or other utility transmission or distribution system and/or a local business franchise.

SECTION 11

REVOCAATION

Either party may revoke the franchise to transact a local electric business granted herein upon sixty (60) days written notice to the other party.

SECTION 12

FORCE MAJEURE

The Grantee shall not be liable for failure to furnish service as herein provided, or for any breach of the Grantee's obligations hereunder, if such failure or breach is caused by acts of God, labor troubles, riot, or any other causes or contingencies not reasonably within the control of the Grantee.

SECTION 13

AUTHORIZATIONS AND SIGNATURES

By signing below the representatives of the Township and Grantee attest that they are authorized to approve this Agreement on behalf of their respective principals.

SECTION 14

EFFECTIVE DATE

Upon adoption, the Township Clerk shall deliver to Grantee a certified copy of this Franchise. Additionally, the Township shall publish this Franchise within thirty (30) days of its adoption and this Franchise shall take effect upon the day after the date of publication thereof, continuing for a term of thirty (30) years from that date; provided, however, it shall cease and be of no effect after sixty (60) 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, the Franchise shall constitute a contract between said Township and said Grantee.

Ayes: 5

Nays: 0

Date Passed: 7/12/16

Attested, by Order of the Porter Township of
Cass County, Michigan

Date: 7/12/16

G. Dan Harvey
G. Dan Harvey, Supervisor
Porter Township

Date: 7/12/16

Marty Russell
Marty Russell, Clerk
Porter Township

ACCEPTANCE

Midwest Energy Cooperative, the Grantee under a Franchise approved by Porter Township, Cass County Michigan, hereby accepts the Franchise, pursuant to the terms and conditions thereof.

Date: _____

Robert L Hance, President & CEO
Midwest Energy Cooperative

This Agreement may be executed in duplicate originals.