

Windsor Charter Township
Eaton County, Michigan
Lansing Board of Water and Light Electric Franchise Ordinance
Ordinance No. 44
Introduced for Publication and Subsequent Final Adoption

At a meeting of the Township Board of Windsor Charter Township, Eaton County, Michigan, held at the Windsor Charter Township Board Meeting Room on January 8, 2019, at 7:30 p.m., Township Board Member Slucter moved to introduce the following Ordinance for posting, publication and subsequent final adoption, which motion was seconded by Township Board Member Braman :

An ordinance, granting to the City of Lansing by its Lansing Board of Water and Light, its successors and assigns, the right, power and authority to construct, maintain and operate facilities for the transmission and distribution of electric energy on, along, across and under the highways, streets, bridges, and other public places and to operate and maintain the same and to transact a local business in the Township of Windsor, Eaton County, Michigan, for a period of thirty years.

THE CHARTER TOWNSHIP OF WINDSOR, EATON COUNTY, MICHIGAN ORDAINS:

Section 1. TITLE. This Ordinance shall be known and cited as the Lansing Board of Water and Light Electric Franchise Ordinance.

Section 2. GRANT, TERM. The Charter Township of Windsor, Eaton County, Michigan, hereinafter called the "Township," hereby grants the right, power and authority to the City of Lansing by its Lansing Board of Water and Light, a municipal utility operating under the laws of the State of Michigan, its successors and assigns, hereinafter called the "Grantee," to construct, maintain and commercially use electric facilities consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, communication wires for the purpose of operating the utility, transformers and other electrical appliances, pad mounted equipment, substations, switchgear for the purposes of transmitting, transforming and distributing electricity on, over, under, along and across the highways, streets, alleys, bridges, other public places, and on private property by easements and to conduct a local electric business in the Township for a period of thirty (30) years from the date of acceptance by the Grantee, but revocable at the will of either party upon sixty (60) days written notice by the party desiring such revocation, unless approved by vote of the electors.

The rights, privileges, and franchise hereby granted shall not be construed as exclusive, and the Township Board hereby reserves the power to grant similar rights, privileges, and franchises to any other person or persons, firm or firms, corporation or corporations.

Section 3. CONSIDERATION. In consideration of the rights, power and authority hereby granted, said Grantee shall faithfully perform all things required by the terms hereof.

Section 4. PLACEMENT, CONSTRUCTION AND MAINTENANCE OF SYSTEM. All of Grantee's towers, masts, and poles shall be so placed on either side of the highways, streets, alleys and bridges as not to unnecessarily interfere with the use thereof for highway, street, alley and bridge 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, streets, alleys, and bridges. All work performed by said Grantee in said highways, streets, alleys, and bridges shall be done so as to minimize interference with the use thereof, obstructed no longer than necessary during the work of construction or repair, and when completed, the same shall be left in the same order and condition as when work was commenced. The Grantee shall have the right to cut or trim trees if necessary in the conducting of such business, subject, however to the supervision of highway authorities.

Said lines and appurtenances shall be constructed so as to interfere as little as possible with the proper lawful use of the streets, alleys, and public places. The installation of all poles, conduits, and appurtenances shall be according to industry standards and shall be subject to such reasonable regulations as shall be prescribed by said Township Board from time to time.

Section 5. INDEMNIFICATION OF THE TOWNSHIP. To the extent permitted by law, the Grantee shall at all times keep and save the Township, its officers, board members, employees and agents, free and harmless from all loss, costs and expense to which it may be subject by the negligent construction and maintenance of the structures of Grantee hereby authorized or activities directly related to Grantee's operation in the Township. In any action commenced against the Township, its officers, board members, employees and agents, based on the permission herein granted, Grantee shall, to the extent permitted by law, defend the Township, its officers, board members, employees and agents, and keep and save them free and harmless from all loss, cost and damage arising out of such negligent construction, operation or maintenance. At no time shall Grantee be required to defend Grantor for any loss, cost or damage arising out of Grantor's own negligence, acts or failure to act.

Section 6. RATES. The rates and rules and regulations governing the supply and use of electricity shall be the same as in the City of Lansing except that the rates shall be increased within the boundaries of the Township by the amount of any taxes, license fees, franchise fees, or any other charges against the Grantee's property or its operations, or the production and/or sale of electrical energy, levied or imposed by the Township.

Section 7. EXTENSIONS. To the extent permitted by law, Grantee shall furnish electric service to all residents requesting such service within the Township pursuant to Grantee's distribution line extension rules and any applicable law or regulation.

Section 8. GRANTEE RULES. The Grantee shall have authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable the Grantee to exercise its rights and perform its obligations under this franchise, and to assure uninterrupted service to each and all of its customers. Provided, however, that such rules, regulations, terms and conditions shall not be in conflict with the provisions hereof or of laws of the State of Michigan.

Section 9. ACCEPTANCE. This franchise shall be accepted by the Grantee within sixty (60) days from the date of the adoption of this Ordinance. Grantee shall accept the franchise set forth in this Ordinance in writing filed with the Township Clerk.

Section 10. SEVERABILITY. If any provision of this franchise is to any extent illegal, otherwise invalid, or incapable of being enforced, such provision shall be excluded to the extent of such invalidity or unenforceability; all other provisions hereof shall remain in full force and effect.

Section 11. REPEAL. This franchise shall repeal any and all previous electric franchises granted by the Township to Grantee, including the July 1986 Electric Franchise agreement between the LANSING BOARD OF WATER and LIGHT and THE CHARTER TOWNSHIP OF WINDSOR.

Section 12. EFFECT. This Ordinance shall take effect after its adoption and publication as required by law, provided that Grantee shall accept the terms of the franchise as provided herein according to Section 9. If Grantee does not timely accept, this Ordinance shall be ineffective.