

**Powell Township
Marquette County, Michigan**

ORDINANCE NO. 0898-01

FRANCHISE, granting to Alger Delta Cooperative Electric Association, its successors and assigns, the right, power and authority 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 electric public utility business in the Township of Powell, Marquette County, Michigan for a period of thirty years.

The Township of Powell ORDAINS:

Section 1. Grant of 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 Alger Delta Cooperative Electric Association, 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 electric lines, poles, cables, conduits, appliances, buildings and other necessary works in the highways, streets, alleys and other public places in the Township of Powell, Marquette 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 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 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.

Section 3. Force Majeure. The Company shall not be under any liability for failure to furnish 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. 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 5. Franchise Irrevocable if Approved. This Franchise shall be irrevocable during its term if a majority of the electors of the Township approve of this Franchise as irrevocable at the next election following adoption of this Franchise by the Township Board. If the electors of the Township do not approve this Franchise as irrevocable, this Franchise shall nevertheless remain valid and binding in every other particular, but shall be subject to revocation during its term at the will of the Township.

Section 6. 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 7. Successors and Assigns. The words "Alger Delta Cooperative Electric Association" and the "Company," wherever used herein, are intended and shall be held and construed to mean and include both Alger Delta Cooperative Electric Association and its successors and assigns, whether so expressed or not.

Ayes: 3

Nays: 0

Absent: 2

Date Passed: 081198

Attested, by Order of the Township of Powell,
Marquette County, Michigan

Marilyn Hume
Township Clerk

Supervisor declared Ordinance Adopted

Sarah J. Roth
Township Supervisor

Clerk certifies quorum present
at Regular Township Board meeting
called to order by Supervisor on August 11, 1998

ACCEPTANCE

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

ALGER DELTA COOPERATIVE
ELECTRIC ASSOCIATION

By: _____
Its: _____