



**CHARTER TOWNSHIP OF TEXAS  
AEP FRANCHISE ORDINANCE  
ORDINANCE NO. 368**

**THE CHARTER TOWNSHIP OF TEXAS ORDAINS:**

**SECTION I.**

Indiana Michigan Power Company, its successors and assigns (hereinafter called “Grantee”) is hereby granted the right, privilege, franchise, and authority to acquire, construct, maintain, and operate in, above, under, across, and along the streets, thoroughfares, alleys, bridges, public easements, and public places (as the same now exist or may hereafter be laid out) of the Charter Township of Texas, Kalamazoo County, State of Michigan (“Public Ways”), lines for the transmission and distribution of electric energy, either by means of overhead or underground conductors, with all the necessary or desirable appurtenant equipment (the “Facilities”), to render public utility service in said Township and to the inhabitants thereof by supplying electric energy to said Township and the inhabitants thereof, and persons or corporations beyond the limits thereof for all purposes for which electric energy is now or may hereafter be used, and the transmission and distribution of the same within, through, or across said, Charter Township of Texas, Kalamazoo County State of Michigan, subject to such reasonable regulation of the placement and operation of the Facilities as the Township Board shall prescribe from time to time and as is permitted under applicable state law.

**SECTION II.**

Said Facilities shall be constructed in a manner that shall not unreasonably interfere with the traveling public in its use of the Public Ways.

**SECTION III.**

The rights, privileges, and franchise hereby granted shall be in force and effect for a period of ten (10) years from the date of the passage of this Ordinance, but revocable at the will of the Township Board unless approved by vote of the electors.

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

**SECTION IV.**

Said Grantee shall save the Township harmless from any and all liability arising in any way from Grantee’s negligence in the erection, maintenance, or operation of said Facilities,



except to the extent arising out of the Township's negligence or willful misconduct. If any demand is made or any action is commenced against the Township resulting from Grantee's acts or omissions (or the actions of Grantee's officers, agents, employees, contractors, successors, or assigns), in connection with the Facilities or the Grantee's use of the Public Ways, Grantee shall, upon notice, defend and indemnify the Township and save it free and harmless from all loss, cost and damage arising out of such negligent construction and maintenance. Except when arising out of or related to any negligent act or omission of the Township or its agents, employees, or contractors, the Township and its agents, employees, and contractors shall not be liable to the Grantee for any interference with or disruption in the operation of the Facilities, or the provision of service over or through the Facilities, or for any damages arising out of the Grantee's use of the Public Ways.

#### SECTION V.

Whenever said Grantee shall begin the erection or installation of any lines or equipment, it shall promptly and diligently prosecute the work to completion and leave the streets, thoroughfares, alleys, bridges, and public places where such work is done in as good condition of repair as before such work was commenced.

#### SECTION VI

The Township may require the Grantee to vacate or relocate any portion of the Facilities within the Public Ways at the Grantee's expense if such vacation or relocation is necessary to secure the public health and welfare or is otherwise required by the Township in the exercise of a governmental function. If Grantee's electrical system components located within the Public Ways physically interfere with Township improvements made in furtherance of the rights of the public to the Public Ways, the Grantee shall relocate components of the electrical system to a mutually agreeable alternative location within the Public Ways at no charge to the Township, provided however, that nothing in this provision shall be construed as a waiver by Grantee of any of its existing or future rights under state or federal law.

#### SECTION VII.

Wherever in this Ordinance, reference is made to the Township or the Grantee, it shall be deemed to include the respective successors or assigns of either; and all rights, privileges, franchises, and obligations herein contained by or on behalf of said Township, or by or on behalf of said Grantee, shall be binding upon, and inure to the benefit of the respective successors or assigns of said Township, or of said Grantee, whether so expressed or not.

#### SECTION VIII.

This Ordinance shall be accepted by the Grantee within sixty (60) days from the date of the passage of same.



SECTION IX.

This franchise shall take effect after its adoption, acceptance and publication as required by law.