

**CHARTER TOWNSHIP OF MERIDIAN**

**LANSING BOARD OF WATER AND LIGHT  
ELECTRIC FRANCHISE ORDINANCE**

ORDINANCE NO. 2025-05

*An ORDINANCE granting the City of Lansing by its LANSING BOARD OF WATER AND LIGHT, its successors and assigns, the rights, privileges, and franchise to construct, maintain and commercially use electric lines and power facilities consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers, switchgear, substations, and other electrical appliances on, over, under, along and across the highways, streets, alleys, bridges and other public places, and to conduct a local electric utility business in the CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, for a period of thirty years.*

THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN ORDAINS:

SECTION 1. GRANT, TERM. The CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN (the “Township”) hereby grants the rights, privileges, and franchise to the LANSING BOARD OF WATER AND LIGHT, a municipally owned utility, its successors and assigns (the “Grantee”) to in the defined service area described in Exhibit A and as may be amended through subsequent expansions and contractions (the “Service Area”) construct, maintain, and commercially use electric lines and power facilities consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers, and other electrical appliances (collectively “electric power facilities,” or “facilities”) for the purpose of transmitting, transforming, and distributing electricity on, under, along and across the highways, streets, alleys, bridges, waterways, and other public places in the Service Area, and to conduct a local electric utility business and have a nonexclusive franchise to provide electricity and electric utility service in the Service Area 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 the franchise granted by this Ordinance is approved by a vote of the Township 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.

This grant shall not be construed as affecting the title to any public place, nor shall it be interpreted as a surrender of the Township’s legislative power or a limit on the Township’s statutory or constitutional authority to regulate the use of public places within its territory or compliance with this Ordinance.

SECTION 2. CONSIDERATION. In consideration of the valuable rights, privileges, and franchise hereby granted, Grantee shall faithfully perform all things required by the terms of this Ordinance.

SECTION 3. CONDITIONS. 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 public use thereof. The installation of Grantee's poles, conduits, and appurtenances shall be according to well-accepted industry standards and shall be monitored by the Township, to the extent not inconsistent with state law. 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 which the Township shall monitor so as to secure persons or property against injury within the Township-at-large. All work performed by Grantee in said highways, streets, alleys, and bridges shall be done so as to minimize interference with the public use thereof, and when completed, the same shall be restored to as good condition as when work was commenced.

Grantee shall have the right to trim trees if necessary in the conducting of such business, subject, however, to the supervision of the highway authorities and with at least five (5) business days' prior notice to the Township to facilitate coordination with its residents and its own use of its public places, except to the extent that such trimming is necessary in response to an emergency to restore service or protect the health, safety, or wellbeing of the public.

Before commencing the construction or erection of poles, wires, transformers and other similar or related equipment which will take place in any street, alley, bridge, waterway or other public place, the Grantee shall provide the Township Manager with at least fifteen (15) business days' advance notice, including a description of the work to be performed, to allow the Township reasonable opportunity to respond to their effects upon municipal services and public safety. This notice requirement shall not apply to the installation of electric service lines to customer premises nor to work performed solely on privately owned property. At the Township Manager's request, Grantee may be required to provide plans and specifications showing the nature and extent of proposed construction, but plans and specifications are not required for Grantee to maintain existing electric power facilities or for emergency service. Grantee shall allow the Township, its employees, and agents to conduct reasonable inspections of Grantee's facilities within the Township.

Grantee shall, at its expense and upon request of the Township, protect, support, temporarily disconnect, relocate, and/or remove from the highways, streets, alleys, bridges, waterways, or other public places any of Grantee's facilities when required by reason of traffic conditions; public safety; street vacation; freeway or street construction; change or establishment of street grade; or installation of sewers, drains, water pipes, signal lines, tracks, or other public improvements. Nothing herein shall be construed as a waiver by Grantee of any of its existing or future rights under state or federal law, and nothing herein shall restrict or impair Grantee's rights under any statutes or laws regarding the vacation or relocation of public street.

SECTION 4. INDEMNIFICATION. To the extent permitted by law, Grantee shall at all times keep and save the Township free and harmless from all loss, costs and expense to which it may be subject and caused by the negligent construction, operation, or maintenance of Grantee's facilities or due to activities directly related to Grantee's operation in the Township; and in any action against the Township on account of the permission herein given, Grantee shall, upon notice, defend the Township and save it free and harmless from all loss, cost and damage arising out of such negligent construction and maintenance; provided, however, that this hold harmless

provision shall not apply to any loss, cost, damage or claims arising out of the negligence of the Township, its employees or its contractors. To the extent permitted by law, the Township shall hold harmless and defend the Grantee from any and all claims, damages, or litigation made against Grantee as a result of the acts or obligations imposed by the Township on Grantee for Grantee to operate within the Service Area that otherwise fail to comply with state or federal law. Nothing herein shall be construed as a waiver of governmental immunity for third party claims as available to each party as a matter of law.

SECTION 5. EXTENSIONS. Grantee shall construct and extend its electric power facilities within the Township, subject to coordination with the Township Manager or his or her designee, and furnish electric service to applicants residing therein in accordance with applicable laws and Grantee's rules and regulations.

SECTION 6. SERVICE AREA. To the extent permitted by law, and consistent with Grantee's rules and regulations, Grantee shall furnish electric utility service to all customers requesting such service within Grantee's service area as indicated on the map attached as Exhibit A and as may be amended through any subsequent expansions or contractions. Grantee shall keep the Township apprised of the scope and routes within its service area and give advance notice of any extension or contraction thereof by providing written notice of the same no later than fifteen (15) business days before any such extension or contraction takes place. This notice requirement shall not apply to extensions or contractions that do not impact a public right of way or involve less than 5 residential customers.

SECTION 7. REPEAL. This Ordinance shall revoke and supersede any and all previous franchises granted by the Township to Grantee, including the 1988 Electric Franchise Agreement between the Township and Grantee. For the time between expiration of the 1988 Electric Franchise Agreement and the effective date of this Ordinance, the terms of the 1988 Electric Franchise Agreement are deemed controlling.

SECTION 8. 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, user fees, or any other charges against the Grantee's property or its operations, or the production or sale of electrical energy, levied or imposed on Grantee by the Township or this Ordinance.

SECTION 9. FRANCHISE FEE. During the term of the franchise granted by this Ordinance or the operation of the electric power facilities pursuant to this Ordinance, and to the extent permitted by law, Grantee shall, in exchange for the valuable franchise granted by this Ordinance, pay to the Township a franchise fee in an amount reasonably proportional to the Township's regulatory costs incurred as a result of Grantee's electric power facilities and operation within the Service Area, including but not limited to the costs of: (1) responding to resident inquiries and concerns regarding Grantee's electric utility business and its electric power facilities within the Township; (2) administering, regulating, inspecting, repairing, and maintaining the Township's streets, rights-of-way, pedestrian and bicycle pathways, and public places due to the occupation, use of, and wear and tear attributable to Grantee's operation of its electric utility business and its electric power facilities; (3) providing police, fire, and emergency services to regulate, preserve, and

protect Grantee's electric utility business and property interests within Grantee's service area, including responding to downed power lines or other damaged facilities belonging to Grantee, protecting the public against any dangers, responding to the health and safety needs of Grantee's employees, agents or contractors while repairing, maintaining, or constructing the electric power facilities within the Township and extinguishing any fires or responding to any other emergencies caused by Grantee's downed power lines or other damaged facilities; (4) overseeing and verifying Grantee's compliance with this Ordinance; (5) insuring the risks to persons and property associated with the Grantee's operation of its electric utility business; (6) attorney fees and other legal costs associated with implementing and regulating the application of this agreement; and (7) required information and communications technology and personnel dedicated to the servicing of the Grantee's customers in the service area, among others.

Grantee and the Township acknowledge and agree that the Township's regulatory costs incurred as a result of the obligations enumerated above are a valid basis for the imposition of a franchise fee and Grantee shall therefore pay a five percent (5%) franchise fee, which may be adjusted from time to time by resolution of the Township Board to accurately reflect the Township's regulatory costs as enumerated above, but in no case shall the franchise fee exceed five percent (5%) of Grantee's revenue excluding sales tax from the retail sale of electric energy by Grantee within the Township.

The franchise fee payment shall be made by Grantee to the Township in accordance with the terms and conditions set forth in this Ordinance and the Township's fee resolution, provided, however, that (a) the effective date of any imposed franchise fee, or amendments to the franchise fee, shall be no sooner than sixty (60) days after the Township provides written notice of the fee resolution to Grantee, (b) remittance to the Township shall be quarterly subject to a year-end reconciliation to actual retail sales revenues as of December 31, and (c) the Township may terminate the franchise fee at any time. Such fee may appear on the corresponding energy bills. To the extent the Grantee is precluded from remitting such franchise fee to the Township, remittance to the Township will cease.

**SECTION 10. GRANTEE RULES.** Grantee shall have authority to promulgate such rules, regulations, terms, and conditions governing the conduct of electric utility business as shall be reasonably necessary to enable Grantee to exercise its rights and perform its obligations under this Ordinance, and to assure uninterrupted service to each and all of its customers. Provided, however, that such rules, regulations, terms, and conditions shall not conflict with the provisions of this Ordinance, applicable ordinances adopted by the Township pursuant to its statutory or constitutional authority to regulate the use of public places within its territory, regulations adopted by the County of Ingham, or the laws and regulations of the State of Michigan.

**SECTION 11. EFFECTIVE DATE.** This Ordinance shall take effect upon the day after the date of its publication; provided, however, it shall cease and be of no effect after thirty days from its adoption unless within said period Grantee shall accept the same in writing filed with the Township Clerk. Upon acceptance and publication, this Ordinance shall also constitute a contract between the Township and Grantee.

SECTION 12. PUBLICATION AND ADMINISTRATIVE COSTS. The Township shall assume the cost of publication of this Ordinance or a notice of its adoption as required by law.

SECTION 13. FOOTE ACT FRANCHISE. Nothing in this Ordinance shall be construed as either party rendering an opinion or position as to whether the Grantee has vested franchise rights under the Foote Act, 1905 PA 264. Grantee does not relinquish any right to assert, and the Township does not waive any right to contest.

SECTION 14. INTEGRATION. This Ordinance supersedes all prior discussions and agreements between the Township and Grantee with respect to the franchise granted and all other matters contained herein and constitutes the sole and entire agreement between the Township and Grantee.

SECTION 15. SEVERABILITY. If any provision of this Ordinance 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 of this Ordinance shall remain in full force and effect.

I, Scott Hendrickson, Supervisor of the Charter Township of Meridian, certify that the foregoing Ordinance was duly enacted by the Township Board of the Charter Township of Meridian, Ingham County, Michigan on the 18 day of November, 2025.

  
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Scott Hendrickson, Supervisor

I, Angela Demas, Clerk of the Charter Township of Meridian, Ingham County, Michigan, hereby certify that the above Ordinance is a true copy of the action taken by the Township Board of the Charter Township of Meridian, on the date set forth and published as set forth above.

  
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Angela Demas, Clerk

ACCEPTANCE

TO THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN:

The LANSING BOARD OF WATER AND LIGHT accepts the franchise granted to it under the above Ordinance by the Township Board of the Charter Township of Meridian on the 18 day of November, 2025, which Ordinance is entitled as follows:

*An ORDINANCE granting the City of Lansing by its LANSING BOARD OF WATER AND LIGHT (Grantee), its successors and assigns, the rights, privileges, and franchise to construct, maintain and commercially use electric lines and power*

*facilities consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers, switchgear, substations, and other electrical appliances on, over, under, along and across the highways, streets, alleys, bridges and other public places, and to conduct a local electric utility business in the CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, for a period of thirty years.*

LANSING BOARD OF WATER AND LIGHT

Dated: \_\_\_\_\_, 2025      By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A  
DESCRIPTION OF SERVICE AREA**

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# MERIDIAN TOWNSHIP

-  **BWL Service Area**
-  **Streets**
-  **Railroad**
-  **Water**
-  **Parcels**
-  **Meridian Township Boundary**

