

EXHIBIT "A"

ELECTRIC FRANCHISE

AN ORDINANCE GRANTING TO THE EGYPTIAN ELECTRIC COOPERATIVE ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, CERTAIN RIGHTS IN THE CITY OF MURPHYSBORO, ILLINOIS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURPHYSBORO, ILLINOIS, AS FOLLOWS:

Section 1. That the EGYPTIAN ELECTRIC COOPERATIVE ASSOCIATION, a not for profit corporation of the State of Illinois, its successors and assigns, hereinafter referred to as "Company" is hereby granted the right to construct, erect, renew, maintain and operate in, upon, along, across, under and over the streets, alleys and public ways of the City of Murphysboro as the corporate limits now exist or may hereafter be extended except those areas therein allocated to AMEREN ILLINOIS COMPANY, d/b/a AMEREN ILLINOIS by Service Area Agreement dated July 11, 2014, which agreement by reference hereto is hereby incorporated herein together with any and all amendments to said Service Area Agreement as approved by the Illinois Commerce Commission, for the construction, maintenance and operation of a system for the distribution and sale of electric energy for lighting, heating and power purposes in the respective parts of said City of Murphysboro, hereinafter referred to as "Municipality", for a period of time ending on November 12, 2050 A.D. It is understood that on this date the corporate limits of the City may not include any area included by this grant.

Section 2. The location and height above or the depth below the public thoroughfares of the existing lines of poles, anchors, wires, cables, conduits, vaults, laterals and other fixtures and equipment of said Company within the Municipality, to the extent said equipment is in compliance with the law of the State of Illinois, and the City of Murphysboro, are hereby approved, and the same shall be maintained and operated under and subject to the provisions of this ordinance. Any change in or extension or any of said poles, anchors, wires, cables, conduits, vaults, laterals or other fixtures and equipment, hereinafter referred to as "structures", or the construction of any additional structures, in, upon, along, across, under or over the streets, alleys and public ways of the Municipality shall be made under the direction of the City Mayor, or his designee of the Municipality, who shall, if the proposed change, extension, or construction conforms to the provisions hereof, issue written permits therefore. The height above public thoroughfares of all aerial wires and cables hereafter constructed shall conform to the requirements of the Illinois Commerce Commission or the City of Murphysboro, or such other regulatory body having jurisdiction thereof. All structures hereafter installed shall be so placed, and all work in connection with such installation shall be so performed as not to interfere unreasonably, as determined by the City with ordinary travel over the highways, streets and alleys of the Municipality, or with any municipal water or sewer pipes, and in case of bringing to grade or change of grade, or change of width of any highway, street or alley, said Company, upon due notice, which shall consist of not more than thirty (30) day's prior notice, shall change its structure so as to conform thereto. The tops of all vaults constructed by the Company within the Municipality shall present an even surface with the pavement at the point where laid, and shall be lowered or raised by said Company to conform to the top of paving or improvement as required by the City whenever the grade of the street or alley in which any such vault is located may be at any time hereafter lowered or raised. The Company agrees to install all distribution wires, cables, conduits and laterals underground, except when said equipment is used for the transmission, rather than distribution of electricity, and the lines carry a voltage in excess of 25,000 volts. The Company may request a variance from this requirement, which may be granted by the City Mayor of the City, or his designee of the Municipality, upon the showing of need therefore which is justifiable in the sole discretion of the City Mayor or his designee.

Section 3. Said Company, after doing any excavating, shall leave the surface of the ground in a neatly graded condition. All sidewalks, parkways or pavements disturbed by said Company shall be restored by it within thirty (30) working days after disturbance to as good a condition as it was before said sidewalk,

parkway or pavement was disturbed by it, and in the event that any such sidewalk, parkway or pavement shall become uneven, unsettled or otherwise require repairing because of such disturbance by the Company, then said Company shall, within thirty (30) working days, upon receipt of notice from the Municipality so to do, cause, such sidewalk, parkway or pavement to be repaired or restored to as good condition as before said sidewalk, parkway or pavement was disturbed by said Company. For the purpose of this paragraph a working day is defined as a normal week day, Sundays and holidays excluded, for which the maximum temperature of the day is above 38°F, and on which less than .05 of an inch of rain has fallen, and less than 1 inch of rain has fallen on the day previous to the day in question. Said Company shall keep all structures which it shall construct by virtue of this Ordinance, in a reasonably safe condition at all times, and shall maintain such barriers and danger signals during the construction, repair or renewal work performed hereunder as will reasonably avoid damage to life, limb and property.

Section 4. That said Company shall, at its own expense, defend all suits which may be brought against the Municipality on account of or in connection in any way with the grant of the rights contained in this franchise, or in any way resulting from the obligations hereby imposed upon or assumed by the Company, or by reason of or in connection with any damage to life, limb or property as a result of any of the structures constructed by it under or by virtue of this Ordinance, and shall save and hold harmless the Municipality from any and all damages, judgments, costs and expenses of every kind, and any kind, whatsoever, that may arise by reason thereof; provided that notice shall be given to the Company of any claim or suit against the Municipality which, by the terms hereof, said Company shall be obligated to defend or against which the Company has hereby agreed to save and hold harmless the Municipality and provided further that the Municipality shall furnish to said Company all information relating to said claim or suit, and cooperate with said Company in the defense of said claim or suit. Notwithstanding the above agreements, the City of Murphysboro may defend any such claim or suit or assist in same, at its discretion.

Section 5. As a consideration for the rights, privileges and authority hereby granted, while said Company is using any pole or poles erected or maintained hereunder, it will permit the Municipality the use of sufficient space of the poles or adequate facilities for the successful operation of the Municipality's police and fire alarm signal systems to be accomplished by two methods: (1) by means of one pole fixture to be placed, in accordance with the Company's specifications, by the Municipality at its expense at the top of the space available for the use of the Company of any of said poles, it being understood that the poles upon which space is permitted the Municipality shall be considered, for the purpose of this agreement, as personal property; provided that such wires shall be so placed and maintained by the Municipality that the use of the same will not interfere with the operation and maintenance of the Company's equipment or its use of said poles, and provided further that a thirty (30) inch climbing space shall be maintained between the pole pins on poles jointly used with another public utility. All such police and fire alarm signal wires shall be attached and maintained under the direction and supervision of said Company's authorized representatives, and only upon the following conditions: No such police and fire alarm signal wires shall be attached to any of said poles of said company if such wires shall carry a voltage of more than four hundred (400) volts, nor if the transmitted power exceeds one hundred fifty (150) watts, nor if, in any part of the circuit of such wire, it is supported upon a pole on which there is any wire carrying a constant potential alternating current exceeding five thousand (5,000) volts between conductors, or twenty-five hundred (2,500) volts or less normally to ground, or a direct current circuit of seven hundred fifty (750) volts or less to ground, or a constant current series are or incandescent light circuit carrying seven and five-tenths (7.5) amperes or less, then such police or fire alarm signal wire shall be attached to such pole at a point not less than four (4) feet below such wire used for the supply of electrical energy. (2) In the event there is insufficient space on the poles, as is established by the Rules and Regulations of the Illinois Commerce Commission for the proper placement of lines, cables, or fixtures, the Company will permit the Municipality the use of other facilities furnished by it for the successful operation of the police and fire alarm systems. The Company reserves the right to designate the type of facilities to be furnished to the Municipality for the purposes as stated herein. All expenses of said facilities and installation of same shall be borne by the Municipality.

Section 6. The Company after five (5) day's written notice from the governing body of the Municipality to do so, shall remove or raise or lower its structures temporarily to permit the moving of a building or any other object along a highway provided the benefited party or parties shall agree to pay the Company an amount equal to the actual cost to effect such temporary changes in its structures; and provided further that, pending the determination of such actual cost, the benefited party or parties shall have deposited with the Company an amount equal to the cost as estimated by the Company. Should any amount of such deposit remain unexpended, after deducting the actual cost involved, said amount shall be returned to the party making the deposit. Should the benefited party or parties object to the estimated cost, the City Mayor or his designee shall determine a reasonable cost which shall be binding upon both the Company and the benefited party or parties insofar as the sum to be deposited with the Company, but the benefited party or parties shall be liable for the actual cost, no more and no less.

Section 7. In case said Company shall fail or neglect to comply with any or all of the provisions of this Ordinance, the Municipality reserves the right to repeal this Ordinance or rescind this contract, and forfeit the rights hereby created or sought to be created, provided that no such repeal, rescission or forfeiture shall exist or be claimed because of such failure or neglect, until written notice of such failure or neglect so claimed shall have been given to said Company, and a reasonable opportunity afforded it to comply with the provisions hereof or to prove that such compliance already exists.

Section 8. That this Ordinance shall be in full force and effect thirty (30) days from the time of its passage by the Council of the Municipality and upon the filing with the Clerk thereof, by the Egyptian Electric Cooperative Association, of its written and unconditional acceptance of all the provisions of this Ordinance, executed by its proper officers thereunto duly authorized, under the corporate seal of said Company and attested by its Secretary or Assistant Secretary.

Section 9. That the Municipality shall have access, at all reasonable hours, to all the Company's plants, contracts and engineering, accounting, financial and statistical customer and service records relating to the property and the operation of the Company to all of the records required to be kept by this ordinance. The following records and reports shall be filed with the City Clerk within 60 days after written request:

A. Company rules and regulations, copies of such rules, regulations, terms and conditions adopted by the Company for the conduct of its business.

B. Gross revenue. An annual summary report showing gross revenues received by the Company from its operations within the City within the preceding year, and such other information as the Municipality shall request with respect to properties and expenses related to the Company's service within the City.

Section 10. Nothing contained herein shall prohibit the City from imposing any type of tax, allowed by law, upon the Company, or upon the customers of the Company, or any tax concerned with the operation of the Company, of any manner or nature whatsoever as allowed by law.

Section 11. Fair Employment. The Company agrees that it will not discriminate against any employee or applicant for employment, because of race, creed, sex, color, or national origin. The Company will take affirmative action to insure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin. The Company will, in all solicitations or advertisements for employees placed by or on behalf of the Company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Company further will comply with all aspects of the Fair Employment Practices Act of the United States of America, the State of Illinois, or Ordinances of the City of Murphysboro pertaining thereto. The Company shall further cause the foregoing provision to be inserted in all contracts or subcontracts for work covered by this contract so that such provision will be binding upon each contractor or subcontractor, provided that this provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Section 13. That this ordinance shall be known as Ordinance No. 15-20 of the Ordinances of the City of Murphysboro.