Article 2. Grant of Franchise

§ 1.0 Definitions

Under the following terms and conditions:

A franchise for the distribution of electric energy within the Town of Hot Sulphur Springs is hereby granted to Mountain Parks Electric Cooperative, a rural electric cooperative corporation, and is subject to the following terms and conditions:

1. The franchise is subject to the terms of this ordinance.
2. The franchise is revocable by the Board of Trustees of the Town of Hot Sulphur Springs.

An Ordinance Granting a Franchise to the Town of Hot Sulphur Springs

ORDINANCE NO. 2008-5
TOWN OF HOT SULPHUR SPRINGS
§ 16.2 Third Parties

§ 16.1 Successors and Assigns

Article 16. Miscellaneous

§ 15.4 Amendments to Franchise

Article 15. Amendments

§ 14.3 Termination

§ 14.2 Modification

§ 14.1 Notification

§ 13.1 Limitations on Company Remedy

Article 13. Removal of Company Parties at End of Franchise

§ 12.2 Continued Cooperation by Company

§ 12.1 Town’s Right to Purchase or Condemn

Article 12. Purchase or Condensation

§ 11.1 Condition of Town Required

§ 11.2 Transfer Costs

Article 11. Transfer of Franchise

§ 10.1 Underground Electric Distribution Lines in New Areas

Article 10. Underground Construction and Overhead Conversion

§ 9.3 Town’s Responsibility

§ 9.2 Right of Entry into Town in Relation to Ordinance

§ 9.1 Town Held Harmless

Article 9. Indemnification of the Town

§ 8.4 Underground Conduit

§ 8.3 Town Use

Article 8. Town Use of Company Facilities

§ 7.2 Copies of Plans

§ 7.1 Bills
ARTICLE I. DEFINITIONS

§ 1.0 Definitions

§ 1.1.0 Council;
§ 1.1.1 Council Approval

Article 17. Approval

§ 1.6.5 Amendment's Fees;
§ 1.6.5.1 Initial Amendment's Fees;
§ 1.6.5.2 Revisions to Initial Amendment's Fees;
§ 1.6.5.3 Revisions to Initial Amendment's Fees.
§ 2.5. Recession Area.

The franchise shall take effect on September 1, 2008. The term of this franchise shall be for

§ 2.4. Term of Franchise.

twelve years beginning with the effective date of this franchise and expiring on August 31, 2020.

§ 2.3. Street Lighting Service.

The right reserved in this franchise encompasses the franchise to provide lighting service to

and public easements

§ 2.2. Scope of Grant.

such grant includes the right and obligation to furnish electrical energy other than electric energy

§ 2.1. Grant of Franchise.

and other public rights-of-way in said town

ARTICLE 2. GRANT OF FRANCHISE

1.1. Streets and their public ways within the town. the company shall not have the right to locate, build or construct facilities

No provision in this agreement to the company's building, poles, street lights and other operations

subsumed the company, the company shall not have the right to locate, build or construct facilities

and other provisions contained in this franchise, the term of which shall be for twelve years beginning with the effective date of this franchise and expiring on August 31, 2020.
§ 3.3, Company Obligation

The franchisee agreement is an agreement to the franchisee that the Company is entitled to receive from the franchisee a franchise fee. The franchisee is required to pay the franchise fee to the Company in accordance with the terms of the franchise agreement. Any failure to pay the franchise fee in a timely manner may result in the termination of the franchise agreement. In the event of a franchisee's failure to pay the franchise fee, the Company may exercise its rights under the franchise agreement.

§ 3.4, Franchisee Fee in Lieu of Other Fees

In the event that the franchisee is unable to meet the obligations of the franchise agreement, the Company may require the franchisee to pay the franchise fee in lieu of other fees. In the event of a franchisee's failure to pay the franchise fee, the Company may exercise its rights under the franchise agreement.

§ 3.5, Change of Franchise Fee and Other Franchise Terms

Any changes to the franchise fee or other franchise terms must be approved by the Company. Any changes to the franchise fee or other franchise terms must be approved by the Company in accordance with the terms of the franchise agreement. Any changes to the franchise fee or other franchise terms must be approved by the Company in accordance with the terms of the franchise agreement.

§ 3.2, Payment Schedule

The franchisee must pay the franchise fee in accordance with the terms of the franchise agreement. Any failure to pay the franchise fee in a timely manner may result in the termination of the franchise agreement. In the event of a franchisee's failure to pay the franchise fee, the Company may exercise its rights under the franchise agreement.

ARTICLE 3, FRANCHISE FEES

This section outlines the procedures for the payment of the franchise fee by the franchisee. The franchise fee is due on the date specified in the franchise agreement. Any failure to pay the franchise fee on the due date may result in the termination of the franchise agreement. In the event of a franchisee's failure to pay the franchise fee, the Company may exercise its rights under the franchise agreement.
ARTICLE 4. SUPPLY, CONSTRUCTION AND DESIGN
The Company will comply with all Town requirements regarding our presence in the Town.

§ 7.2 Compliance With Town Requirements

For the protection of the health, safety and welfare of its citizens, the Town may require the Company to adopt and maintain in the exercise of its power to render service and to operate the Town’s power plant, any Town rules, regulations, or standards which the Town may adopt from time to time in addition to the provisions herein contained, that are reasonable and necessary to secure the safety, health and welfare of the Town.

§ 7.3 Town Regulations

ARTICLE 3. COMPLIANCE

All communications activities within the Town shall be conducted in accordance with the Town’s rules and regulations.

§ 4.8. Technology Improvements

The Compliance Agreement requires the Company to submit annual reports to the Town regarding its compliance with the requirements of the Agreement. The reports must include a detailed description of the Company’s efforts to comply with the requirements.


Any substitution of materials or equipment must be approved by the Town before it is used.

§ 4.15. Service to New Areas

If any new areas are developed within the boundaries of the Town, the Company must notify the Town in writing.

§ 4.7. Environmental Protection

The Company shall comply with all applicable environmental laws and regulations.
§ 7.2 Copies of Items

Within the Town, which is served by the Company, every two years a complete listing of all the Town's accounts, and a list of real property, inventory, and utility account information, including rates, prices, service quality, and service service, shall be made available for public inspection.

§ 7.1 Biennially

ARTICLE 7: REPORTS TO TOWN

The Town shall have the right to inspect all reasonable slabs and any portion of the Company's systems as close to the Town as feasible. The Town shall have the right to inspect at all reasonable times any portion of the Company's systems as close to the Town as feasible.

ARTICLE 6: PUBLIC UTILITIES COMMISSION

The Town and the Company recognize the need to protect the consumer, as well as the need to protect the environment. The Town and the Company recognize the need to protect the consumer, as well as the need to protect the environment.

§ 5.2 Inspection

The provision of the Commission's services, as well as the need to protect the consumer, as well as the need to protect the environment. The Town and the Company recognize the need to protect the consumer, as well as the need to protect the environment.

§ 4.4 Compliance With Rural Development/Programs and Procurement

The Town will not be subject to inspection for compliance with the Town's Code of Ethics. The Town will not be subject to inspection for compliance with the Town's Code of Ethics.

§ 3.5 Review of Commission and Design

be the Town's agent for inspection and compliance with Town ordinances and regulations on any such project.
ARTICLE 9. DEFINITION OF THE TOWN

The Company shall have the right to use for the purpose of shading within the Town and area adjacent to such Town, the Town or segment of the Town designated by the Company in accordance with the provisions of the TNC (National Transit Coordinating Board) and other applicable federal, state, and local regulations. The Company shall not be liable for any damage caused by use of such structures, and the Company shall have the right to remove any such structures at its discretion. The Company shall provide adequate notice to the Town for all its operations and ensure that all work is performed in accordance with the Town's regulations and codes.
ARTICLE 13. REMOVAL OF COMPANY FACILITIES AT END OF FRANCHISE

§ 13.1 Limitations on Company Removal

ARTICLE 14. PURCHASE OR CONDEMNATION

§ 14.2 Transfer Costs

ARTICLE 15. TRANSFER OF FRANCHISE

§ 15.2 Overhead Conversion

ARTICLE 16. UNDERGROUND CONSTRUCTION AND OVERHEAD CONVERSION

§ 16.1 Underground Electric Distribution Lines in New Areas
§ 14.3. Mediation

If mediation fails to resolve the dispute within 60 days, then mediation shall be considered closed with the dispute remaining unresolved. If mediation fails to resolve the dispute within 60 days, then mediation shall be considered closed with the dispute remaining unresolved.

§ 14.2. Notification

Any party may provide notice to the other party of any provision of this Agreement that the non-compliance of which is a material breach of this Agreement.

ARTICLE 14. NONCOMPLIANCE

Company be entitled to remove any or all of said systems in use under the terms of this Agreement.

§ 14.1. Notification

Any party may provide notice to the other party of any non-compliance with this Agreement that the non-compliance of which is a material breach of this Agreement.

§ 14.4. Termination

If all conditions precedent to termination under this Agreement have occurred, or have otherwise been excused, this Agreement shall be terminated and all rights of each party thereunder shall cease to exist.

§ 14.5. No Other Rights

The provisions of this Article 14 shall not bar the effect of any right of action or remedy provided for under any other provision of this Agreement.
made other than those contained in this franchise. This franchise constitutes the entire agreement of the parties. There have been no representations made other than those contained in this franchise.

§ 16.5 Further Agreement

will survive the expiration of the franchise. The surviving party will be entitled to recover the balance of the franchise fee and any expenses incurred by that party in connection with the franchise. The surviving party will be entitled to recover the balance of the franchise fee and any expenses incurred by that party in connection with the franchise.

§ 16.4 Severability

PRATHER, Colorado 80460-0170
P.O. Box 70
321 W. Fourth Avenue
Moab, Utah 84532

For the Company

Herb Soper/Spurges, Colorado 80451
P.O. Box 106
Town of Hot Sulphur Springs

For the Town

and to the Company’s General Manager. Currently, the address are as follows:

§ 16.3 Representatives

Nothing contained in this franchise shall be construed to provide rights to third parties.

§ 16.2 Third Parties

successors and assigns

upon which the Notice shall be mailed and forwarded by certified mail to the person and under the franchise. Notice shall be mailed and forwarded by certified mail to the person.

No Notice shall be served on any action to be taken under the franchise. Notice shall be mailed and forwarded by certified mail to the person.

Both parties shall designate next to issue in writing representations for the Company and the Town. Where shall designate next to issue in writing representations for the Company and the Town.

§ 16.1 Successors and Assigns

ARTICLE 16. MISCELLANEOUS

include a change notification of section 13.

The word “franchisee” as used in this section does not

ARTICLE 15. AMENDMENTS

acquired under any law of this state.

§ 15.1 Amendments to Franchise
ARTICLE I. APPROVAL

The Town, including reasonable attorney’s fees, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred in the enforcement of this Ordinance against the Town for a breach of the ordinance or for an interpretation of this ordinance. In the event either the Town or the Company acts inappropriately, the Company, or the Company’s insurers, shall bear the costs and reasonable attorney’s fees.