


LEGAL NOTICES
TOWN
**ORDINANCE # 825
AN ORDINANCE GRANTING
A FRANCHISE TO VYVE
BROADBAND J, LLC TO
MAINTAIN A CABLE
COMMUNICATIONS SYSTEM
IN THE TOWN OF SARATOGA;
SETTING FORTH CONDI-
TIONS ACCOMPANYING THE
GRANT OF THE FRANCHISE;
PROVIDING FOR REGULA-
TION AND USE OF THE SYS-
TEM; AND PRESCRIBING
PENALTIES FOR THE
VIOLATION OF ITS
PROVISIONS**

The Town of Saratoga ordains:

FINDINGS

In the review of VYVE BROADBAND J, LLC ("Grantee"), the Town of Saratoga makes the following findings:

The Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;

Grantee's plans for operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard; and
The Franchise granted to Grantee by Grantor complies with the existing applicable laws and regulations.

**SECTION 1.
SHORT TITLE
AND DEFINITIONS**

Short Title. This Franchise Ordinance shall be known and cited as the Cable Communications Ordinance.

Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning ascribed to them by the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), to the extent contained therein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory. **"Basic Cable Service"** means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the franchise to be carried on the basic tier in analog and/or digital format.

"Cable Programming Service" means any Video Programming provided over a Cable System, regardless of service tier, including installation or rental of equipment used for the receipt of such Video Programming, other than: Video Programming carried on the Basic Service Tier; Video Programming offered on a pay-per-channel or pay-per-program basis; or
A combination of multiple channels of pay-per-channel or pay-per-program Video Programming offered on a multiplexed or time-shifted basis so long as the combined service: consists of commonly-identified Video Programming; and is not bundled with any regulated tier of service.

"Cable Service" means the one-way transmission to Subscribers of Video Programming, or other programming service, and Subscriber interaction, if any, which

is required for the selection of such Video Programming or other programming service.

"Cable System" or **"System"** means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include: a facility that serves only to retransmit the television signals of one or more television broadcast stations; a facility that serves Subscribers without using any public right-of-way; a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. §541 (c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; an open video system that complies with 47 U.S.C. §653; or any facilities of any electric utility used solely for operating its electric utility systems.

"Town" means Town of Saratoga, acting by and through its Town Council.

"Drop" means the cable that connects the ground block on the Subscriber's residence to the nearest tap of the System.

"FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

"Franchise" means an initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to 47 USC §546 issued by a franchising authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a Cable System.

"Franchise Area" means the area within the legal boundaries of Town.

"Grantee" is VYVE BROADBAND J, LLC

"Grantor" is the Town of Saratoga.

"Gross Revenue" means all monthly revenue received from Basic Cable Service, Cable Programming Service, and Pay Television directly by Grantee from the operation of its System within Franchise Area. The term "Gross Revenues" shall not include non-Cable Service fees including Installation fees, disconnection fees, upgrades and downgrades of service fees, fees for telecommunications or information services, fees for the sale, leasing and serving of equipment, late fees, insufficient funds checking fees, network capacity and facilities rent for the provision of telecommunications or information services, investment income, any fees itemized and passed through as a result of Franchise imposed requirements, or any taxes or fees on services furnished by the Grantee imposed directly on any Subscriber or user by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit.

"Installation" means the connection of the System from feeder cable to the point of connection,

including Standard Installations and custom installations.

"Lockout Device" means an optional mechanical or electrical accessory to a Subscriber's terminal which inhibits the viewing of a certain program, certain channel, or certain channels provided by way of the Cable System. **"Multichannel Video Program Distributor"** or **"MVPD"** means a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

"Open Video Services" or **"OVS"** means any Video Programming Services provided to any person in the Franchise Area by a Person certified by the FCC to operate an Open Video System pursuant to Section 47 USC §573, as may be amended, regardless of the facilities used.

"Pay Television" means the delivery over the System of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Cable Programming Services.

"Person" is any person, firm, partnership, association, corporation, company, or other legal entity.

"Standard Installation" means any residential installation which can be completed using a Drop of one hundred twenty five (125) feet or less.

"Street" means the surface of, and the space above and below, any public street, road, highway, freeway, lane, alley, path, court, sidewalk, parkway, or drive, or any easement or right-of-way now or hereafter held by Grantor.

"Subscriber" means any Person who lawfully receives Cable Service.

"Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2.
**GRANT OF AUTHORITY AND
GENERAL PROVISIONS**

Franchise Required. It shall be unlawful for any Person to construct, operate or maintain a Cable System or to provide Cable Service or other competing MVPD services, including OVS, in the Franchise Area without a Franchise in the form of a Franchise Agreement as required by Section 2.3.(c) herein.

Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein.

Grant of Nonexclusive Authority. Grantee shall have the non-exclusive right and privilege to construct, erect, operate, repair and maintain, in, upon, along, across, above, over and under the Streets, alleys, public ways and public places now laid out or dedicated and all extensions thereof, and additions thereto in the Franchise Area, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in the Franchise Area of a Cable System as herein defined.

Grantee shall have the right to conduct direct selling in the

Franchise Area, including door to door sales, notwithstanding any peddler or solicitor laws or regulations to the contrary.

This Franchise shall be nonexclusive, and Grantor reserves the right to grant a similar use of said Streets to any MVPD at any time during the period of this Franchise, provided, however, that any additional Franchise shall contain the same substantive terms and conditions as this Franchise in order that one MVPD is not granted a competitive advantage over another. In the event a MVPD commences operation without a Franchise or is granted a Franchise or permit to operate by Grantor, the terms and conditions of which do not comply with this Ordinance, Grantee shall have the right either (i) to accept the material terms of the competitor's Franchise by providing ten (10) days prior written notice to Grantor, which shall then act to amend this Franchise within thirty (30) days; or (ii) to petition Grantor for modifications to this Franchise, in which case Grantor shall work in good faith with Grantee to review and adopt the modifications which Grantee deems necessary, and such review and approval by Grantor shall not be unreasonably denied or withheld. A MVPD is not an entity that provides direct broadcast satellite services for purposes of this Section. Notwithstanding any provisions of this Section to the contrary, if Grantor does not possess authority under applicable laws to require a Franchise of a Person, the provisions of this Section shall not apply.

Franchise Term. This Franchise shall be in effect for a period of ten (10) years from the date of acceptance by Grantee, unless renewed, revoked, or terminated sooner as herein provided.

Previous Franchises. Upon acceptance by Grantee as required by Section 9 herein, this Franchise shall supersede and replace any previous Ordinance or Agreement granting a Franchise to Grantee to own, operate and maintain a Cable System within the Franchise Area.

Rules of Grantee. Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligation under this Franchise.

Territorial Area Involved. This Franchise is granted for the corporate boundaries of Grantor, as it exists from time to time. In the event of annexation by Grantor, or as development occurs, any new territory shall become part of the area covered, provided, however, that Grantee shall not be required to extend service beyond its present System boundaries unless there is a minimum of thirty-five (35) homes per linear strand mile as measured from the tap from which Grantee would extend service. Grantee shall be given a reasonable period of time to construct and activate cable plant to service annexed or newly developed areas, but in no case shall this period of time be more than one (1) year.

Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given (i) when delivered personally to any officer of Grantee

or Grantor, (ii) forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice, report or demand is being given, or (iii) on the next business day if sent by express mail or nationally recognized overnight air courier addressed to the party to whom notice, report or demand is being given, in each case, as follows:

If to Grantor:
TOWN OF SARATOGA
P.O. Box 486
Saratoga, WY 82331

If to Grantee:
VYVE BROADBAND J, LLC
Four International Dr.
Ste. 330
Rye Brook, NY
Attn: General Counsel

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

Drops to Public Buildings. Subject to Grantee's receipt of all required easements, permits or authorizations, Grantee shall provide Standard Installation of one (1) cable Drop, one (1) cable outlet, and monthly Basic Cable Service ("Complimentary Service") without charge to the following public buildings or locations:

School Media Center
315 N. 1st St.
Saratoga Fire Department
114 E. Spring
Saratoga Elementary School
122 W. Elm
Saratoga Middle School
122 W. Elm
Saratoga High School
801 W. Elm
Saratoga Water & Street Dept.
209 S. River St.
Saratoga Police Department
301 S. River St.
Saratoga Library
503 W. Elm
Town of Saratoga
110 E. Spring St.

No redistribution of the free Basic Cable Service provided pursuant to this Section shall be allowed. Additional Drops and/or outlets in any of the above locations will be provided by Grantee upon request and upon (i) payment by the institution for the cost of such installation, which shall be billed at the cost of Grantee's time and materials, and (ii) the Institution's agreement to pay for Basic Cable Service. Nothing herein shall be construed as requiring Grantee to extend the System to serve additional institutions as may be designated by Grantor. Additional institutions may receive Complimentary Service with the mutual consent of Grantor and Grantee.

Rights Reserved. Grantor reserves its rights under its lawful police powers. Any generally applicable, non-discriminatory fees or charges paid, including permit fees, to the extent they are not by Federal law deemed to be a Franchise Fee shall be paid in addition to the Franchise Fee required under this Franchise.

SECTION 3.

CONSTRUCTION STANDARDS Construction Codes and Permits. Grantee shall obtain all required permits from Grantor before commencing any construction upgrade or extension of



the System, including the opening or disturbance of any Street, or private or public property within Franchise Area.

Grantor shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise and to make such tests at its own expense as it shall find necessary to ensure compliance with the terms of the Franchise and applicable provisions of local, state and federal law; provided any such testing must be coordinated with Grantee to avoid service disruption to Subscribers.

Grantee shall comply with all generally applicable, non-discriminatory state and local laws and building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the System in the Town. In addition to the requirements of local law, including those uniform codes adopted by the Town, as well as those conditions established by the utilities whose facilities are used by the System, all such work shall be performed in accordance with good construction practices.

The Grantor may adopt a comprehensive right of way management ("ROW") code. The Grantor agrees that its ROW management code shall be generally applicable to all ROW occupants and that it shall not hold the Grantee to a different standard than that applied to all other occupants of the ROW. If the Grantor adopts a ROW code, any future construction or changes to Grantee's System shall comply with the Grantor's ROW code and any part of this Franchise Ordinance which is in conflict with the Grantor's ROW Code is hereby repealed. Grantee's existing System as of the effective date of the Grantor's ROW Code shall be grandfathered under the terms of this Franchise Ordinance.

Repair of Streets and Property. Any and all Streets or public property which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the System shall be promptly restored by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's work in accordance with generally applicable, nondiscriminatory law.

Conditions on Street Use.

If at any time during the period of this Franchise Grantor shall elect to alter, or change the grade or location of any Street, alley or other public way, Grantee shall, at its own expense, upon reasonable notice by Grantor, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System, and in each instance comply with the standards and specifications of Grantor. Grantor shall reimburse Grantee for the actual cost of any such relocation. Grantee shall not be required to relocate for any telecommunications system or Cable System.

Grantee shall, on request of any Person holding a moving permit issued by Grantor, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and Grantee shall be given not less than thirty (30) days advance notice to arrange for such temporary changes.

Grantee shall have the author-

ity to trim any trees upon and overhanging the Streets, alleys, sidewalks, or public easements of Grantor so as to prevent the branches of such trees from coming in contact with the wires and cables of Grantee.

Nothing in this Franchise relieves a Person from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's System or facilities while performing work in, on, under or over a Street or public place.

Undergrounding of Cable. Whenever in any place within the Town, all the electric and telephone utilities shall be located underground, it shall be the obligation of Grantee to locate its property underground within such places in accordance with any generally applicable non-discriminatory law. In any area where one or more utilities are aerial, Grantee may construct and install its System aerially or above ground.

If all the electric utilities or telephone utilities shall be located underground in any place within the Town after Grantee has previously installed its property, Grantee shall at the same time or immediately afterward remove and relocate its property underground in such places in accordance with any generally applicable nondiscriminatory law. In areas of the Town where all utilities are underground, Grantee may locate certain equipment above ground consistent with generally applicable nondiscriminatory applicable law.

Facilities of Grantee placed underground at the property owner's request in an area where electric utilities or telephone utilities are aerial shall be installed with the additional expenses paid by the property owner.

SECTION 4. SYSTEM PROVISIONS

Technical Standards. The System shall comply, at minimum, with the technical standards promulgated by the FCC found in Title 47, Section 76.601 to 76.617, as may be amended or modified from time to time.

Lockout Device. Upon the request of a Subscriber, Grantee shall provide by sale or lease a Lockout Device.

3) System Maintenance. (a) Interruptions to be Minimized. The Grantee shall schedule maintenance of the System so that interruptions are minimized to the extent possible, and so that activities likely to result in an interruption of service are performed during periods of minimum Subscriber use of the system.

System Line Extension. Provision of Service to Subscribers: System Extension. The Grantee shall make Cable Service distributed over the Cable System available at then prevailing installation charges to every occupied dwelling unit within the Service Area reaching the minimum density of at least thirty-five (35) dwelling units per linear strand mile of cable as measured from the point of connection of existing activated plant.

Extension of Service. Subject to this Section 4 and Grantee's customary requirements for provision of service and under normal conditions, Grantee must extend Cable Service to any person requesting it within seven (7) business days of the request, where Cable Service can be pro-

vided by activating or installing a Standard Installation or in all other cases, within six (6) months of the request.

Non-Standard Installation. Notwithstanding anything herein to the contrary, if a Subscriber requires a non-Standard Installation, Grantee shall, upon request, provide a quote for construction of the non-Standard Installation and shall establish a mutually acceptable payment schedule not to exceed one (1) calendar year.

SECTION 5. SERVICES PROVISIONS

Subscriber Inquiry and Complaint Procedures. Grantee shall have a publicly listed toll-free telephone number and be operated so as to receive Subscriber complaints and requests on a twenty-four (24) hour-a-day, seven (7) days-a-week basis.

Refund Policy. In the event a Subscriber establishes or terminates service and receives less than a full month's service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which service was rendered to the number of days in the billing.

Public Educational and Government Access Channel(s). Grantee may make available to Grantor one (1) channel to be used only for public, educational and governmental ("PEG") access programming ("PEG Channel") on a channel location in Grantee's sole discretion. The PEG Channel(s) shall be shared with other municipalities receiving programming from a common headend and all municipalities shall receive the same programming at the same time. Grantee shall have no obligations whatsoever beyond making the PEG Channel available and shall have no obligation to provide any PEG Channel equipment or any management, operations, programming, financial or technical support or services. Upon sixty (60) days prior written notice, Grantee may move the PEG Channel to another channel location or discontinue making the PEG Channel available in its sole discretion.

4) Non-discrimination. Grantee shall comply with applicable law regarding non-discrimination.

5) Hearing and Visually Impaired. The Grantee shall provide information concerning the cost and availability of equipment to facilitate the reception of services by the hearing and visually impaired in compliance with Federal law.

6) Regulation of Rates and Charges. The Grantor may regulate Grantee's cable rates and charges to the fullest extent permitted by Federal law and regulations whether or not the cable rate or charge is specified in the Franchise. The Grantor may adopt regulations governing the review of cable rates charged by the Grantee, consistent with Federal law. Grantee shall file a schedule of its cable service rates and charges with the Grantor with its acceptance of this Franchise and shall maintain a revised schedule whenever any cable service rate or charge is changed on its website.

7) Customer Service Standards. Grantee shall have an obligation to comply with the FCC Customer Service Standards as set forth in 47 CFR §76.309. The Grantor reserves the right to modify or

add additional standards as permitted under Federal law.

SECTION 6. OPERATION AND ADMINISTRATION PROVISIONS

Indemnification of Grantor. Grantee shall indemnify, defend, and hold harmless Grantor from and against all liability, damages, and penalties which it may be legally required to pay as a result of the exercise of this Franchise, except for (i) claims covered by worker's compensation insurance or other insurance coverage, (ii) claims arising directly or indirectly from, or related to, the negligence or misconduct of Grantor or its employees, contractors, representatives or agents, and (iii) claims arising directly or indirectly from, or related to, the programming, programming content, administration, operation or other use of the PEG Channel(s).

Liability for Negligence in Use of PEG Channel. Grantor shall be responsible for its own negligence in the operation of the PEG Channel(s), as well as any liability, damages, or penalties arising directly or indirectly from, or related to the programming, programming content, administration, operation, or use of the PEG Channel. Nothing contained herein shall require Grantor to indemnify the Grantee for Grantor's negligence.

3) Governmental Immunity. Grantor is a Wyoming municipality and preserves all immunity for its public officials, appointed officials, officers and employees. Nothing contained herein shall be construed to be a waiver of that immunity.

4) Notice and Process for Indemnification. In order for Grantor to assert its rights to be indemnified, defended, and held harmless, the Grantor must with respect to each claim:

Promptly notify the Grantee in writing of any claim or legal proceeding which gives rise to such right; the failure to provide timely notice shall not affect the rights to indemnification hereunder, except to the extent that the indemnifying party is prejudiced or demonstrates actual damage caused by such failure;

Afford the Grantee the opportunity to fully control any compromise, settlement or other resolution or disposition of any claim or proceeding. If a settlement will result in any continuing obligations of the party seeking indemnification hereunder, then the indemnifying party shall not be entitled to settle any claim without the indemnified party's consent, which shall not be unreasonably withheld, delayed or conditioned; and

Fully cooperate with reasonable requests of the indemnifying party in its control, compromise, settlement or resolution or other disposition of such claim or proceeding.

5) Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING IN CONNECTION WITH THIS FRANCHISE OR THE PROVISION OF SERVICES HEREUNDER, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF

THE POSSIBILITY OF SUCH DAMAGES.

6) Insurance. Grantee shall maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including contractual liability coverage. The policies of insurance shall be in the sum of not less than Five Hundred Thousand Dollars (\$500,000) for personal injury or death of any one Person, and One Million Five Hundred Thousand Dollars (\$1,500,000) for personal injury or death of two or more Persons in any one occurrence, Five Hundred Thousand Dollars (\$500,000) for property damage to any one Person and One Million Five Hundred Thousand Dollars (\$1,500,000) for property damage resulting from any one act or occurrence.

7) Franchise Fee. (a) Grantee will pay Grantor an annual franchise fee (as defined in 47 USC §542(g)) in the amount of five (5%) percent of Grantee's annual Gross Revenues.

(b) The franchise fee shall be payable quarterly. The payment shall be made within thirty (30) days of the end of each of Grantee's fiscal quarters, together with a brief report showing the basis for the computation.

(c) Upon request, Grantee shall also file with the Town Clerk within sixty (60) days following conclusion of each fiscal year a Grantee annual report showing the yearly total Gross Revenues and payments to the Grantor.

(d) Upon thirty (30) days prior written notice, Grantor or its authorized representative, shall have the right to conduct an independent audit of Grantee's records solely to determine Grantee's compliance with the franchise fee payment obligation imposed by this Franchise. Grantor's right to audit and Grantee's obligation to retain records related to franchise fee payments shall expire three (3) years after each franchise fee payment has been made to Grantor.

SECTION 7. REVOCATION, ABANDONMENT, AND SALE OR TRANSFER

Grantor's Right to Revoke. In addition to all other rights which Grantor has pursuant to law or equity, Grantor reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if after strictly following the procedures required by Section 7.2 herein, it is determined that Grantee has violated any material provision of this Franchise and has failed to substantially cure said violation.

2) Procedures for Revocation. (a) Grantor shall provide Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee sixty (60) days subsequent to receipt of the notice in which to substantially cure the violation or to provide adequate assurance of performance. Together with the notice required herein, Grantor shall provide Grantee with written findings of fact which are the basis of the revocation.

(b) Grantee shall be provided the right to a public hearing affording due process before the Grantor elected body prior to revocation,

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which public hearing shall follow the sixty (60) day notice provided in paragraph (a) above. Grantor shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.

(c) After the public hearing and upon written determination by Grantor to revoke the Franchise, Grantee may appeal said decision with an appropriate state or federal court or agency.

During the appeal period, the Franchise shall remain in full force and effect; provided, however, Grantee may elect to discontinue offering Cable Service or terminate the franchise in its sole discretion at any time during the appeal period.

Upon satisfactory correction by Grantee of the violation upon which said notice was given, the initial notice shall become void. Sale or Transfer of Franchise. No sale or transfer of this Franchise shall take place without the written approval of Grantor, which approval shall not be unreasonably withheld. All of the rights, privileges, obligations, duties, and liabilities created by this Franchise shall pass to and be binding upon the successor or assign of Grantee. Notwithstanding the foregoing, no approval shall be required for (i) a transfer or assignment of any right, title or interest of Grantee in this Franchise or the System to secure indebtedness, or (ii) a transfer or assignment of this Franchise or the System to an entity that through one or more intermediaries, owns or controls, or is owned or controlled by, or under common ownership or control with, Grantee.

Grantor Termination of Franchise. In the event Grantee elects to terminate this Franchise and discontinue providing Cable Service, Grantee shall provide ninety (90) days prior written notice to Grantor. Upon the expiration of the ninety (90) day notice period, this Franchise shall be deemed to be rescinded and Grantee shall be deemed to be released from any further obligations to Grantor with no further action required by Grantee or Grantor.

SECTION 8. MISCELLANEOUS PROVISIONS

Franchise Renewal. Any renewal of this Franchise shall be done in accordance with applicable federal, state and local laws and regulations.

Amendment of Franchise Ordinance. Grantee and Grantor may agree, from time to time, to amend this Franchise. Such written amendments may be made at any time if Grantor and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws. Grantor shall act pursuant to local law pertaining to the ordinance amendment process.

Subscriber Privacy. Grantee shall comply with the terms of 47 USC §551 relating to the protection of Subscriber privacy.

4) Force Majeure. Grantee shall not be held in default under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of this

Franchise), where such noncompliance or alleged faults occurred or were caused by riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature or judicial order or regulation or fiber cut or other damage to the Cable System or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which Grantee's cable and/or equipment is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary and delays caused by limited access to easements, poles or Streets.

5) Integration. This Franchise Agreement constitutes the sole and entire understanding and agreement of Grantor and Grantee with respect to the subject matter contained herein and supersedes all prior or contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

6) Severability. If any provision of this Franchise is for any reason held illegal or invalid, or is preempted by any Federal law, rule or regulation, such provision shall be deemed to be separate and distinct and such holding or preemption shall not affect the validity of the remaining provisions of this Franchise.

SECTION 9. PUBLICATION, EFFECTIVE DATE AND ACCEPTANCE

Publication; Effective Date. If applicable, this Franchise shall be published in accordance with law. The effective date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section 9.2. Grantee shall be responsible for reimbursement to the Town for costs of publication of this Franchise Ordinance. All costs of reimbursement will be paid to the Town within thirty (30) days after the final publication of this Ordinance.

Acceptance.
a. Grantee shall accept this Franchise by executing same. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes. With its acceptance, Grantee shall also deliver any insurance certificates required herein that have not been previously delivered. Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein.

Passed and adopted this 17th day of June, 2014.

GRANTOR
By: John Zeiger
Mayor, Town of Saratoga

GRANTEE ACCEPTANCE
This Franchise is accepted and we agree to be bound by its terms and conditions.

VYVE BROADBAND J, LLC
By:

Dated:

**Legal #6390
Published in the Saratoga Sun
July 2, 2014**

NOTICE OF APPLICATION FOR A NEW RETAIL LIQUOR LICENSE

Notice is hereby given that on the 4th day of June, 2014, D's Bar and Grill, Inc., filed an application for a new a retail liquor license in the office of the Town Clerk, Encampment, Carbon County, Wyoming, for the following described place and premises, to wit: a room 8' X 16' in the southwest portion of the building located on Lots 5-12, Block 25, Town of Encampment, Wyoming. Any protest, if any there be, against the issuance of such license, will be heard at the hour of 8:00 p.m., or as time allows, on the 10th day of July, 2014 in the Council Chambers of the Town Hall located at 614 McCaffrey Avenue, Encampment, Carbon County, Wyoming.

Doreen Harvey, CMC
Clerk/Treasurer

**Legal #6379
Published in the Saratoga Sun
June 11, 18, 25 and July 2, 2014**

NOTICE OF APPLICATION FOR LIMITED RETAIL (GOLF CLUB) LIQUOR LICENSE

NOTICE IS HERBY GIVEN that on or about the 13th day of June 2014, application for a Limited Retail (Golf Club) Liquor License was filed in the Office of the Carbon County Clerk for the following individually described place and premises, to-wit:

Sinclair Golf Club LLC dba Sinclair Golf Club: 20'x30' room in the south end of the first floor of the building located 6 miles northeast of Sinclair, Wyoming.

Protests, if any, against the issuance of the listed license will be heard at 11:15 a.m. on the 15th day of July 2014, in the Commissioners Room at the Carbon County Courthouse, 415 West Pine Street, Rawlins, Wyoming.

Dated this 13th day of June 2014.

-s- Gwynn G. Bartlett
Carbon County Clerk

**Legal #6381
Published in the Saratoga Sun
June 18, 25 and July 2 and 9, 2014**

PROPOSED TEMPORARY TURBIDITY INCREASE IN CADWELL SLOUGH IN CARBON COUNTY

Urbani Fisheries, LLC, has requested a waiver from the Wyoming Department of Environmental Quality Water Quality Division (DEQ/WQD) for a temporary increase in turbidity in Cadwell Slough (Section 19, T17N, R83W) in Carbon County. Activity in Cadwell Slough is normally limited to a ten nephelometric turbidity unit (NTU) increase over background. Approval of this request would allow an exceedance of this limit for up to 30 days, subject to monitoring and reporting. This activity will follow the procedures in Chapter 1, Section 23(c)(ii), of the Wyoming DEQ Water Quality Rules and Regulations, which allow for temporary elevated levels of turbidity in certain circumstances. A 404 Permit from the U.S. Army Corps of Engineers has been issued. Proposed activities include 3500 linear feet of stream bed

manipulation for fish habitat enhancement.

Requests for related information and documents about the proposed temporary turbidity increase should be directed to Cathy Norris by email (cathy.norris@wyo.gov) or phone (307-777-6372). Comments must be addressed to Cathy Norris, Wyoming DEQ/WQD, Herschler Building, 122 W. 25th Street, Cheyenne, WY, 82002, and post-marked before 5:00 p.m. on July 15, 2014 (or faxed to 307-777-5973) to be considered. Phone or email comments will not be accepted.3

**Legal #6389
Published in the Saratoga Sun
July 2, 2014**

Carbon County School District #2 June 2014 Bill List \$500.00 and over

Vendor	Amount
Amazon.Com	1,431.13
Amundsen RB+B Architects	9,819.28
API Systems	5,098.00
Integrators	
Berris, Frank	524.16
Best Western-Inn at Lander	960.00
Carbon Power & Light Company	17,393.44
Conoco Fleet	578.22
Cowboy Supply House	509.23
CTL Thompson	5,887.50
Days Inn-Casper	828.00
Deerspace LLC	500.00
Dennis, Wayne	19,462.50
Eastwood Company	649.87
Elder Equipment Leasing, Inc.	516.00
Follett School Solutions Inc.	1,836.87
Food Service of America	5,117.69
Ground Engineering Consultants	2,280.00
Hampton Inn - Westminster	995.67
Holiday Inn-Laramie	950.00
Holiday Inn Express - Casper	1,172.00
Hyatt Regency - Minneapolis	1,755.48
Imprest Fund - Erickson, Mike	578.49
Imprest Fund - Uhling, Larry	727.68
Joed Produce	1,367.71
Kid Sounds LLC	3,090.88
Laramie Recreation Center	515.00
Lego Education	1,324.74

Macpherson, Kelly & Thompson, LLC	4,539.25
Martin Silver Stationers	552.74
Mason Neiman	750.00
Mary A Sjoden Living Trust	2,550.00
Meadow Gold Dairies	3,213.01
MPM Corp dba Evergreen Disposal	750.50
Northern Tools	797.69
Office Depot	564.24
Office Wonderland	639.00
PCD Engineering Services, Inc.	2,482.00
Pederson, Susan	500.00
Perceptions Plus	1,000.00
Perkins Oil Company	6,839.60
Perue Printing	1,170.62
Pesi Health Care	699.99
Pine Cove Consulting, LLC	1,401.00
Prairie Dog Electric LLC	504.90
Primus	664.23
Pronghorn Lodge, Budget Host	1,112.94
Quill Corporation	1,251.68
Ramkota Hotel - Casper	1,162.00
Rawlins Daily Times	924.30
Ricoh USA	1,535.81
Rocky Mountain Power	8,705.94
Rodeway Inn-Loveland	613.00
Saratoga Auto Parts, Inc.	896.50
Saratoga Elementary	556.55
Hot Lunch	
Saratoga Sun	1,036.00
Scambler, Douglas J. Ph. D.	4,921.60
Shell Fleet Management	663.97
Sheridan Motors	34,989.70
Shively Hardware	4,364.39
Sinclair Oil Corporation	718.43
Sopris West Inc.	1,236.88
SourceGas, LLC	10,934.18
Southwest Airlines	2,207.50
State Of Wyoming - ETS	8,445.91
Supplies Guys	516.95
Sysco Food Service	745.35
Texmac Inc.	650.00
Town Of Encampment	683.50
Town Of Hanna	519.95
Town Of Saratoga	1,334.87
Track Doctor	4,500.00
TV Liquidators	1,035.00
Union Telephone Company	3,340.48
Universal Athletic Services	7,551.00
Valley Foods	657.55
Valley Oil Company	6,095.85
WYO Steel & Recycling Iron/Metals	601.20
Xerox Corporation	1,048.63

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Wyoming's newspapers are home to a rich history of self-government in the form of public notices published over the last 120 years.

Unchanging and unchangeable, the state's paper and ink record of public notices is a permanent and complete record of government activities.

To allow for easy research of that history, the Wyoming Press Association has created www.wypublicnotices.com - a web page carrying the legal notices published in most of the state's newspapers. This central repository of notices is being maintained as a public service - not as a replacement for legal notices in newspapers. Because the history of Wyoming is too important to take out of its newspapers.

A reminder of the importance of legal notices, brought to you by the Wyoming Press Association and

The Saratoga Sun