

## MINUTES OF A REGULAR MEETING OF THE SARATOGA TOWN COUNCIL HELD AUGUST 6, 2014, AT 6:00 P.M. IN THE COUNCIL CHAMBERS OF THE SARATOGA TOWN HALL

Mayor John Zeiger called the meeting to order.

The Pledge of Allegiance was recited. Members present were Councilman Steve Wilcoxson, Councilwoman Susan Howe and Councilwoman Judy Welton. Councilman Mike McWain was absent from the meeting.

**APPROVAL OF AGENDA:** Councilwoman Welton made a motion to approve the agenda with the addition of a request from the fire department to transfer title of a brush truck to Carbon County. Councilwoman Howe seconded as amended and the motion carried unanimously.

**APPROVAL OF THE MINUTES:** Councilwoman Howe made a motion to approve the minutes of the July 15, 2014 meeting as presented. Councilwoman Welton seconded and the motion carried unanimously.

**APPROVAL OF THE BILLS:** Councilwoman Welton read the following bills for approval: Accounts Payable: \$96,296.28; Payroll and FICA for 7/28/14 in the amount of \$69,692.71; and manual checks in the amount of \$58,073.56, for a total of \$224,062.55.

Councilman Wilcoxson made a motion to pay the bills as presented in the amount of \$224,062.55. Councilwoman Howe seconded and the motion carried unanimously.

### REPORTS FROM DEPARTMENTS:

Town Hall: Mayor Zeiger reported that he had attended the Industrial Siting Committee meeting earlier in the day and that one of the issues facing the communities will be the housing issues and usage of local motels for long term stays. Man Camps will be included in the planning so that the local economy from tourism will not be impacted by workers coming in and using local motels rooms for long term stays.

Mayor Zeiger read Ordinance 827, An Ordinance of the Town of Saratoga, Wyoming, Granting a Nonexclusive Franchise to Carbon Power & Light, Inc., A Wyoming Corporation, for the Construction, Maintenance, and Operation of an Electric Utility System and Repealing in Their Entirety All Previous Ordinances in Conflict Herewith, on second reading, with the changes to Paragraph 6.1 as follows:

6.1 Franchise Fee. Carbon shall not be assessed a franchise fee during the first two (2) years of this agreement. However, the town reserves the right to review this matter and impose a franchise fee after the first two (2) years of this agreement.

It was noted that there had been additional clerical changes between the attorney for CP&L and town attorney Tom Thompson as well. Discussion continued with the public stating their concerns or their approval with the changes.

Councilwoman Welton made a motion to approve Ordinance 827, on second reading. Councilwoman Howe seconded and the motion carried unanimously.

**Fire Department:** Fire Chief Randy Sikes reported that the fire department responded to two fires and one search in July.

Fire Chief Sikes requested permission for the fire department to donate the 1993 Ford brush truck to the county. After the county purchased a new truck for the Saratoga Fire Department the county fire warden asked if they could get the older brush truck so that the county could donate the truck to Medicine Bow.

Councilman Wilcoxson made a motion to donate the 1993 Ford brush truck to the county to be donated to Medicine Bow. Councilwoman Welton seconded and the motion carried unanimously.

**Police Department:** Chief Knickerbocker reported that approximately two hundred fifty people were served at the National Night Out Picnic and thanked all of the candidates for helping and all of the people who volunteered their time and the businesses and individuals that donated door prizes to make the evening a success. Recreation Department: No Report

### Department of Public Works

**Street Department:** Clerk Suzie Cox noted that Chuck Bartlett was requesting permission from the council to purchase cold mix from the Wyoming Department of Transportation to make street repairs. The cold mix will allow repairs to be done as weather and time allows.

Councilman Wilcoxson made a motion to purchase cold mix from the WYDOT to make street repairs. Councilwoman Welton seconded and the motion carried unanimously.

Clerk Suzie Cox requested approval of the SLIB Grant Draft Request in the amount of \$18,185.00 for the Sewer Manhole Improvement Project with permission for the Mayor to sign.

Councilman Wilcoxson made a motion to approve the SLIB Grant Draft Request in the amount of \$18,185.00 for the Sewer Manhole Improvement Project with permission for the Mayor to sign. Councilwoman Welton seconded and the motion carried unanimously.

**Water & Sewer:** The crew has completed the water line repair in front of the fire department. Weed and Pest: No Report Hot Pool: No Report

### REPORTS FROM BOARDS AND COMMISSIONS:

**Airport Board:** Mayor Zeiger read the following Taxiway/Taxi-lane Project grant # 3-56-0026-23 reimbursement requests:

Request #2 for federal fund reimbursements in the amount of \$2,599 with permission for the Mayor to sign.

Councilwoman Welton made a motion to approve request #2 for federal fund reimbursements in the amount of \$2,599 with permission for the Mayor to sign. Councilman Wilcoxson seconded and the motion carried unanimously.

Request #1 SAA-O5B for reimbursement for state funds in the amount of \$174.00 with permission for the Mayor to sign.

Councilman Wilcoxson made a motion to approve request #1 SAA-O5B reimbursement for state funds in the amount of \$174.00 with permission for the Mayor to sign. Councilwoman Welton seconded and the motion carried unanimously.

Mayor Zeiger noted that the town's portion of the project is \$114.93 as explained in the attached Sage Engineering summary of work performed and billing in the amount of \$2887.93 for the Taxiway/Taxi-lane Project

The next Airport Board meeting will be on August 26, 2014 at 6:30 p.m.

**Community Center Joint Powers Board:** Councilwoman Welton noted that the annual fundraiser will be held in September.

The next meeting of the Community Center Joint Powers Board will be held Monday, August 18, 2014 at 4:30 p.m. Water and Sewer Joint Powers Board: Clerk Suzie Cox noted that at the last meeting a letter requesting reappointment had been submitted by Don Price. The council voted to advertise for the position, which had been done by both the Town of Saratoga and Carbon County and no additional letters of interest had been received.

Councilman Wilcoxson made a motion to reappoint Don Price to the Carbon County Impact Joint Powers Board. Seconded by Councilwoman Howe the motion carried unanimously.

The next meeting of the water and sewer joint powers board will be Wednesday, August 13, 2014 at 6:00 p.m.

**Landfill Board:** The next meeting will be Wednesday, September 3, 2014 at 7:00 p.m. in Encampment.

**Medical Board:** Councilwoman Welton noted that the medical board would be meeting in a couple of weeks.

**Planning Commission:** Councilman Wilcoxson took a moment to clarify his voting record as a member on the planning commission and as a member of the town council. Councilman Wilcoxson stated that he has never voted one way on Planning Commission issues and another way when the issue came before the council. Councilman Wilcoxson added that the only time he has voted on issues that came before both the Planning Commission and the Council was when he advocated for the appeal on the overlook subdivision.

The next meeting of the Planning Commission will be Tuesday, August 12, 2014 at 5:30 p.m.

**Recreation Commission:** The next meeting will be Monday, August 18, 2014 at 5:00 p.m. Community Garden Board: Cindy Bloomquist addressed the council and requested assistance from the town crews to install the solar fans in the greenhouse so that the tomato plants and other producing plants could be moved inside to lengthen their growing season. Mayor Zeiger explained that the crews were busy with a water leak and with applying hot mix to pot holes but assured Ms. Bloomquist that when possible the fans would be installed. South Central Emergency Medical Services: No report

**Items from the Public:** Mayor Zeiger addressed the council and asked for public comments on where they would like to see Items from the Public on the Agenda. After a lengthy discussion with members from the public and the council it was decided that items from the public would better be served by being at the top of the agenda. Councilman Wilcoxson made a motion to place Items from the Public after Correspondence. Councilwoman Howe seconded and the motion carried unanimously. Adjournment: Being no further business to come before the meeting, Councilwoman Welton made a motion to adjourn. Councilman Wilcoxson seconded and the motion carried unanimously. The next regular meeting of the Saratoga Town Council will be held on August 19, 2014 at 6:00 p.m. in the Council Chambers of the Saratoga Town Hall.

Mayor John Zeiger  
ATTEST: Suzie Cox, Clerk

**Legal #6410  
Published in the Saratoga Sun  
Aug. 27, 2014**

### Town of Saratoga Wednesday, August 20, 2014 Manual Checks

Child Support Services	\$96.46
Child Support Services	\$134.77
Total	\$231.23
Payroll for 8/11/14:	\$55,448.10
FICA for above payroll:	\$13,217.42
Accounts Payable:	\$125,749.66
Manual Checks	\$231.23
Total	\$125,749.66
Total	\$194,415.18
Platte River Pizza	\$52.00
Total:	\$194,363.18

**Legal #6411  
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### Town of Saratoga Cash Requirements Report Check Issue Date: 8/19/2014

Van's Wholesale LLC	\$460.13
Saratoga Do It Best Lumber	\$39.66
Carbon County Sheriff's Office	\$360.00
Carbon Power & Light, Inc.	\$19,060.22
Casele Inc.	\$565.00
Dana Kepner Co.	\$2,628.88
Franklin McVey	\$500.00
Hach Company	\$163.32
J H Company	\$3,803.49
MPM Corp	\$960.00
Perue Printing	\$67.53
Sage Civil Engineering	\$2,887.93
Saratoga Auto Parts	\$621.10
Shively Hardware	\$3,803.49
Sierra Heating & Sheet Metal	\$386.37
Union Telephone	\$3,045.25
Upper Platte River Solid Waste District	\$27,627.55
Valley Foods	\$29.79
Valley Oil Company	\$974.77
Van Diest Supply Co.	\$12,069.75
Vaughn Concrete Products	\$1,385.00
Ferguson Waterworks Industrial	\$1,829.05
WCS Telecom	\$120.73
Wy Office of State Lands & Investment	\$8,625.00
Wyo Assoc. of Rural Water Syst	\$250.00
Xerox Corp	\$177.59
Absolute Solutions, LLC	\$190.50
Biolyneus Bio Solutions, LLC	\$3,801.58
Wyoming Machinery Company	\$168.71
Platte River Pizza Company	\$52.00
South Central Wyoming EMS	\$12,675.00
State of Wy Fire Prevention	\$852.46
Pacific Steel & Recycling	\$608.62
Engineering America, Inc.	\$3,097.50

Sensus	\$3,307.00
USA Bluebook	\$335.57
Heidi's Custis	\$1,520.40
Northeast Wisconsin Technical	\$150.00
Richard Rideout, P.C. Attorney	\$1,868.39
Circle-S Aviation	\$4,550.00
CenturyLINK	\$8.57
Grand Total	\$125,518.43

**Legal #6412  
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Aug. 27, 2014**

### ORDINANCE NO. 827

**AN ORDINANCE OF THE TOWN OF SARATOGA, WYOMING, GRANTING A NONEXCLUSIVE FRANCHISE TO CARBON POWER & LIGHT, INC., A WYOMING CORPORATION, FOR THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF AN ELECTRIC UTILITY SYSTEM AND REPEALING IN THEIR ENTIRETY ALL PREVIOUS ORDINANCES IN CONFLICT HEREWITH.**

### SECTION 1. DEFINITION OF TERMS

Terms. For the purpose of this Ordinance, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

a) "Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common ownership with Grantee.

b) "Electric Utility Service" means the transmission or distribution to customers of electricity and electric service.

c) "Electric Utility System" or "System" means the facility consisting of a set of closed transmission paths and associated transmission generation, reception, and control equipment or other equipment that is used to permit Grantee to provide Electric Utility Service to customers in Town. The term includes the Electric Utility System as a whole, or any part of the Electric Utility System, including but not limited to any electronic devices, poles, guys, anchors, converters, remote controls, wires, cable, conduit, vaults, laterals, manholes, and other appliances fixtures and property necessary and appurtenant to the Electric Utility System.

d) "Town" shall mean the Town of Saratoga, Wyoming, or the lawful successor, transferee, or assignee thereof.

e) "Franchise" shall mean this document, all exhibits attached hereto, all matters incorporated by reference and all amendments hereto, issued by the Town, which collectively authorize construction, operation, and maintenance of the Electric Utility System for the purpose of offering Electric Utility Service to customers. As used herein, "Franchise" and "Ordinance" may be used interchangeably and have the same meaning.

f) "Grantee" means Carbon Power & Light, Inc., a corporation with headquarters in Saratoga, Wyoming, or its lawful successor, transferee, or assignee.

g) "Gross Revenues" mean all revenues derived from the sale of electricity and electric services within the corporate limits of the Town: PROVIDED, however, that "Gross Revenues" shall not include:

i) any sales, excise, or other taxes which are imposed directly on any Electric Utility Service customer by any governmental unit or agency and which are collected by Grantee on behalf of such governmental unit or agency of such governmental unit or agency;

ii) any revenues reported by Grantee which constitute bad debt; except that "Gross Revenues" shall include all recoveries of such bad debt; or

iii) the franchise fees collected by Grantee from customers.

h) "Person" means any individual, corporation, limited liability company, partnership, association, joint stock company, trust corporation, or governmental entity.

"Public Ways" shall mean the surface of, and the space above and below, any public street,

highway, bridge, alley, sidewalk, parkway, or other public right-of-way, including, but not limited to, public easement, dedicated strip, or public right-of-way now or hereafter held by the Town and dedicated for compatible uses that, within its proper use and meaning, and consistent with the terms, conditions, and provisions pursuant to which the same was created or dedicated, is used by Grantee for the purpose of installing, maintaining, and operating the Electric Utility System.

j) "Service Area" means the present municipal boundaries of the Town and shall include any additions thereto by annexation or other legal means.

k) "Customer" means a person or user of the Electric Utility System who lawfully receives Electric Utility Services therefrom.

### SECTION 2. GRANT OF FRANCHISE

**2.1 Grant.** The Town hereby grants to Grantee a nonexclusive Franchise which authorizes Grantee to construct, operate, and maintain an Electric Utility System and offer Electric Utility Service using Public Ways within the Service Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles wires, conduits, vaults, manholes, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Electric Utility System, subject to the provisions of this Franchise and applicable law. Any other use of system requires written authorization of the Town and amendment of this Ordinance.

**2.2 Term.** The Franchise granted pursuant to this Ordinance shall be for an initial term of ten (10) years from the effective date of the Franchise as set forth in Section 2.3, unless otherwise lawfully terminated in accordance with the terms of this Ordinance; and subject to franchise fee review and modification, as agreed upon by the parties, every five (5) years, beginning on the 2nd anniversary of this Ordinance.

**2.3 Acceptance; Effective Date.** Grantee shall accept the Franchise granted pursuant hereto by signing this Ordinance and filing same with the Town Clerk within thirty (30) days after the passage and final adoption of this Ordinance by the Town. Subject to the acceptance by Grantee, and subject to all conditions precedent being satisfied, the effective date of this Franchise shall be August 1, 2014.

**2.4 Rights Reserved.** The Town reserves its rights under its lawful police powers. The Town, among other things, does not waive any rights it may have under any requirements of local law or regulations as amended, including zoning codes, codes regarding building permits and fees, or time or manner of construction in accordance with the standard specifications for street construction, and all other applicable codes.

**2.5 Effect on Prior Franchise.** Ordinance No. 732 shall be of no further force and effect as of the effective date of this Franchise, but except as otherwise agreed, shall remain in effect for purposes of matters or claims relating to acts or omissions occurring prior to the effective date of this Franchise.

**2.6 Wyoming Public Service Commission Rules and Regulations.** If any section, subsection, phrase, provision, or language in this Ordinance is conflict with the rules and regulations of the Wyoming Public Service Commission, only the specific section, subsection, phrase, provision, or language in conflict shall be null and void, and all other sections, subsections, phrases, provisions, and language of this Franchise shall remain in full force and effect.

**2.7 Rates and Prices.** Grantee shall furnish for public and private use during the term hereof and under the conditions of this Franchise, the distribution of electric energy at the rates set forth in tariffs filed with the Public Service Commission of the State of Wyoming.

### SECTION 3. USE OF STREETS AND PUBLIC GROUNDS

#### 3.1 General Conditions on Use.

a) Grantee shall, at its cost, install, construct, operate and maintain its Electric Utility Sys-

tem according to Town codes and regulations so as to permit the Town to install, construct, maintain, or operate any public works, public improvements, or other publicly owned facilities or systems.

b) Grantee may not endanger nor unreasonably interfere with the lives or property of persons; unreasonably interfere with property of the Town or any public utility; or unnecessarily hinder or obstruct use of the Public Ways. The Franchise does not establish priority for use of Public Ways over holders of other permits or franchises; it grants no vested interest in occupying any particular position in the Public Ways. The Town shall control distribution of space in the Public Ways as per relevant Sections of the Saratoga Municipal Code, but may not exercise that authority unreasonably. No location of any pole or wire holding structure shall give rise to a vested interest in Town property or Public Ways.

c) The System shall be installed in Public Ways and other places within the limits of the Town after coordinating said installation with the Town's designee and subject to the timely inspection by the Town.

d) Without obtaining the prior written approval of the Town, Grantee shall not install or erect its System in or on public property, rights-of-way, or in any privately-owned area within the Town that has not yet become a Public Way but is designated or delineated as a proposed Public Way on any subdivision plat submitted for approval by the Town, except insofar as the System may be installed or erected on public utility facilities then existing.

e) All subdivision developers constructing new subdivisions and utilities in existing subdivisions that are placing utilities underground shall use reasonable efforts to communicate with Grantee in order to coordinate trenching activities.

f) The construction, installation, operation, and maintenance of the Electric Utility System and all parts thereof shall be performed in an orderly and workmanlike manner. In addition to requirements of local law and conditions established by the utilities whose facilities are used by the System, all such work shall be performed in substantial accordance with good engineering practices, and without limitation, in substantial accordance with at least the following safety, construction, and technical specifications and codes and standards, as they may now exist or be amended or adopted hereafter:

All federal, state, and municipal Construction Requirements; and,

Local building and wiring codes, and all land use restrictions and local safety codes

It is understood that Grantee has already substantially constructed its System within the Service Area and in accordance with all applicable federal, state, and local laws, ordinances, and regulations, and in accordance with accepted industry standards. So long as this Franchise is in effect, should Town require Grantee to modify, remove, or relocate any of its existing System, Town shall pay Grantee the cost of such removal or relocation.

**3.2 No Recourse.** Grantee shall have no recourse against the Town for any damages suffered as a result of the Town's proper exercise of any rights or combination of rights under this Franchise. Town shall have no recourse against Grantee for any damages suffered as a result of Grantee's proper exercise of any rights or combination of rights under this Franchise.

**3.3 Accuracy of Maps.** The Town does not guarantee the accuracy of any maps showing the horizontal and vertical location of existing infrastructures. In Public Ways, where necessary, the location of Town public utilities (water and sewer), shall be verified by excavation according to the provisions of the Wyoming Underground Facilities Notification Act, Wyoming State Statute 37-12-301 through 37-12-302, 2014 Edition or as otherwise amended and all other federal, state, and municipal laws.

**3.4 Maps and Plats.** Before the commencement of any new construction that would alter the location of Grantee's facilities, Grantee shall file an appropriate drawing with the Town showing the proposed location of its new facilities. The Town's designee shall, within five business days, approve of the location within the

Public Ways. Within sixty (60) calendar days of the project completion, Grantee shall file with the Town an appropriate drawing showing the vertical and horizontal location of all underground facilities that were installed.

b) Notwithstanding anything to the contrary in this section, Grantee shall not be required to provide maps which show the location of any service lines from the main trunk to individual customer (subscriber drop lines).

**3.5 Relocation at Request of Third Party.** Grantee shall raise or lower wires or equipment upon the reasonable request of any third party, including any person holding a building moving permit, provided: the expenses associated with raising and lowering the wires or equipment are paid by the person requesting the same. Grantee may require the person requesting removal or relocation to pay reasonable estimated costs associated with the work in advance.

If the removal or relocation of facilities is caused by an identifiable development of property in the area, or is made for the convenience of a customer, Grantee may charge the expense of removal or relocation to the developer or customer.

**3.6 Subcontractor.** All contractors or subcontractors shall be properly licensed, and each contractor or subcontractor shall have the same obligations with respect to its work as Grantee would have under this Franchise and applicable laws if the work were performed by Grantee. Grantee shall be responsible for ensuring that the work of contractors and subcontractors is performed consistent with the Franchise and applicable law.

#### SECTION 4. GENERAL CONSTRUCTION STANDARDS

The provisions of this section shall not apply so as to require Grantee to remove, relocate, or modify any portion of its existing System.

**4.1 System Placement.** The System, as near as practical, shall be placed so that it is parallel to the uniform grade of the Public Ways, and laid at least thirty (30) inches below the surface, or suspended from poles above, as may be approved by the Town. The System shall be installed along Public Ways in as straight an alignment as possible, staying to one side of the Public Way and avoiding unnecessary crossings of Public Ways. Ground level power boxes shall be placed close to existing fence lines for ease of town maintenance of public utilities. Ground level power boxes and meter pedestals shall be painted.

**4.2 Street Crossing.** Any portion of the System placed under streets, roads, or other Public Ways crossed by vehicular traffic shall be placed in conduit and shall be placed at right angles to the crossed Public Way. Paved streets shall be bored or drilled when they are crossed beneath the ground by Grantee's System so that the Town's paved streets will not be unnecessarily damaged. The Town's designee, upon Grantee's request, in his sole discretion, may allow other construction methods when he finds that drilling or boring is unreasonable and will not provide a sufficient public benefit for the cost. All excavation shall be performed so as to create the least inconvenience to the public, and in accordance with codes and regulations of the Town. The Town shall have the right to inspect and monitor all excavation.

Grantee shall expeditiously carry out all of its operations during the course of any construction, repairs, or maintenance operations on Public Ways of Grantee.

**4.3 Safety Precautions.** If Grantee performs any excavation or other construction in any portion of any Public Way, Grantee shall take all reasonable precautions to protect the public using such Public Way from harm, including erecting proper barriers and warning facilities. All barriers and related signs shall conform to the latest edition of the Manual on Uniform Traffic Control Devices.

**4.4 Restoration of Public Ways and Private Property**

a) Grantee shall expeditiously carry out all its operations during the course of any construction, operation, or maintenance operations on public or private property. Grantee shall protect or support public or private property to prevent

damage caused by construction, installation, maintenance, or operation of its Electric Utility System. If Grantee fails to protect such property, the Town may do so, and Grantee shall compensate the Town for all reasonable expenses incurred thereby.

Grantee shall, at its expense, reasonably restore, repair, or replace public or private property to a condition acceptable to the Town and/or private property owner, or compensate property owners for damage caused by Grantee. Restoration, repair, or replacement of Public Ways shall be completed within at least ten (10) business days, and restoration, repair, or replacement of private property shall be completed within at least thirty (30) calendar days except in those cases where the restoration, by its nature, cannot be completed in that period even with the exercise of due diligence. Grantee shall take all necessary steps to ensure that any resurfacing or reconstruction of Public Ways rests upon a property filled and tamped foundation (95% compaction).

Subject to the foregoing, Grantee shall maintain its facilities within the Public Ways at its expense.

Grantee shall notify any person whose property is damaged by Grantee within twenty-four (24) hours of the time the damage is discovered. At a minimum, this Section requires Grantee to place a prominent notice in a prominent place on the damaged property, and to make diligent efforts to contact the property owner or resident directly.

No Hindrance to Public Works and Improvements in Emergency

Where the Electric Utility System creates or is contributing to a health or Safety risks, or in an appropriate emergency situation, the Town may require Grantee to remove or relocate Grantee's Electric Utility System. This section shall not apply to circumstances where third parties over which Grantee has no control engage in activities which cause the risks or the emergency situation.

Grantee shall not be penalized by the Town for any failure to provide service that result from relocation or removal under this Section.

#### SECTION 5. SYSTEM FACILITIES, EQUIPMENT AND SERVICES

**5.1 System Design Review Process.** Grantee shall meet with Town on an annual basis to review anticipated upgrades to the Electric Utility System for the upcoming year.

**5.2 Inspections during Construction.** The Town may conduct inspections of construction areas and customer installations, to assure compliance with the applicable laws, codes, and requirements of this Franchise. Grantee shall be notified of any violations found during course of inspections. Inspection does not relieve Grantee of its obligation to build in compliance with all provisions of the Franchise.

**5.3 System Maintenance.** Interruptions to be Minimized. Grantee shall, so far as reasonably possible, provide notice of scheduled maintenance to affected customers for activities likely to result in a power outage.

Response to Outages. Grantee shall initially respond to all reported outages within 24 hours of notification.

Street lights. Town shall periodically survey streetlights and shall submit a report of inoperable lights to Grantee. Grantee shall repair any inoperable light within 10 days of written notice from Town, unless weather conditions or other circumstances necessitate an extension, as approved by Town.

Street lights and utility poles shall be inspected periodically by Grantee and repaired or replaced as necessary.

**5.4 Provision of Service to Customers: System Extension.** Grantee shall build its system so that it is capable of providing service to all businesses and residences located within the Service Area according to tariff filings with the Wyoming Public Service Commission, copies of which shall be provided to Town upon reasonable request to Grantee.

**5.5 Non-Discrimination.** Grantee shall not unlawfully discriminate against any person or governmental entity in providing its services; or deny service to any group of poten-

tial customers because of the income of the residents of the area in which a group of potential customers reside.

#### SECTION 6. RATE REGULATION AND CONSUMER PROTECTION

**6.1 Franchise Fee.** Carbon shall not be assessed a franchise fee during the first two (2) years of this agreement. However, the town reserves the right to review this matter and impose a franchise fee after the first two (2) years of this agreement.

**6.2 Payments Monthly.** The franchise fee payment shall be due and payable monthly on or before the twentieth day of each month and shall be computed upon the Gross Revenues accrued during the previous month. Interest will be paid on late franchise fee payments at a rate of 1.5% per month on the unpaid portion.

**6.3 No Accord or Satisfaction.** Acceptance of any franchise fee payment shall not operate as an accord or satisfaction or waiver of any right under the franchise or law, provided, however, unless the Town shall commence an action within five years of the due date of the payment or Town's right to recover any payment, the collection of such franchise fee shall be deemed barred.

**6.4 Reporting.** If, at some point following the first two (2) years of this agreement, a franchise fee is imposed, each franchise fee payment shall be accompanied by a mutually agreed upon form, showing total gross revenues for the preceding month. Additionally, by February 1 of each year, Grantee shall provide a franchise fee report showing total annual gross revenues received for the preceding year.

If a franchise fee is imposed following the first two (2) years of this agreement, Town reserves the right, at its expense, to have an independent auditor conduct an audit of Grantee's gross revenues to determine the accuracy of Grantee's forms and reports on franchise fees.

#### SECTION 7. LIABILITY, INDEMNITY AND INSURANCE

**7.1 Indemnity.** Grantee shall indemnify, defend, and save the Town harmless from all loss or damages sustained by the Town on account of any suit, judgment, execution, claim, or demand (including reasonable legal fees incurred) resulting from Grantee's installation, construction, operation, or maintenance of its System. The duty to indemnify and hold harmless shall include, but not be limited to, a duty to indemnify against losses or damages sustained as a result of Grantee's negligent acts or omissions whether authorized or unauthorized under the Franchise (1) arising out of Grantee's use or attempt to use Public Ways; and (2) arising out of any claim as a result of Grantee's operation of the System; for Grantee's invasion of the right of privacy, libel, slander, copyright violation or patent infringement. Town shall notify Grantee promptly after the presentation of any claim or demand, either by suit or otherwise, made against the Town on account of any action or omission by Grantee which is subject to indemnification under this provision. The duty to indemnify shall include the duty to pay all necessary costs the Town incurs in connection with defending against action of claim, including its reasonable attorney's fees. Grantee's compliance with these indemnity provisions shall in no way limit any other remedies available to the Town under this Franchise or at law or equity. This indemnification shall not require Grantee to indemnify Town for Town's own acts of negligence.

**7.2 Insurance.** No later than 60 days after the effective date of the Franchise, Grantee shall furnish the Town relevant certificates of insurance. Grantee shall provide new certificates upon renewal of any policy or for any policy changes that materially and adversely affect the coverage

**7.3 No Waiver of Immunities.** Notwithstanding the above, nothing in this Franchise shall be read to constitute or to require a waiver of any rights of the Town under the doctrine of sovereign immunity.

#### SECTION 8. MONITORING PERFORMANCE: EXERCISE OF REGULATORY AUTHORITY

**8.1 Inspection of Books and Records.** Upon written request, The Town shall have access to inspect all non-confidential or proprietary records and documents as are reasonably necessary to the enforcement of

Town's rights or Grantee's obligations under this Franchise or applicable law. The documents requested shall be produced for inspection by the Town upon reasonable written notice and no later than thirty (30) calendar days after the request for production.

**8.2 Records Maintained.** In addition to other records that it may be required to maintain, Grantee shall maintain records of the following:

a) Records of outages, indicating date, duration, area and the percentage of customers affected, type of outage and cause.

The records shall be made available for Town review during normal business hours upon reasonable written request and no later than thirty (30) calendar days after the request for production.

**8.3 Maps and Plan.** Grantee shall prepare at its sole expense a generalized map, showing the location of its existing poles, wires, electric utility lines, conduits and all other of its facilities within the Town for the purposes permitted by this Franchise. The map, along with copies of the plans and specifications for the upgrade of the System shall be filed with the Office of the Town Clerk within 10 months of the effective date of this Franchise. In addition, Grantee shall maintain membership in the One-Call Utility Location System utilized by the Town and abide by its bylaws, rules, and regulations as well as the provisions of Wyoming State Statute 37-12-301 through 37-12-302, 2003 Edition (Wyoming Underground Facilities Notification Act) or as otherwise amended.

**8.4 Requests for Information.** Grantee shall respond to reasonable written inquiries from the Town concerning the construction, operation, installation, or maintenance of the Electric Utility System; plans for its expansion; or, Grantee's financial or legal status. Grantee shall provide the information requested within thirty (30) calendar days of written request. Requests for extensions of time to respond shall not be unreasonably denied.

#### SECTION 9. PERFORMANCE GUARANTIES: REMEDIES: TERMINATION

**9.1 Termination.** This Franchise shall terminate on the expiration date hereof, as provided in Section 2.2, or may be revoked by the Town for the following reasons, subject to the provisions of Section 9.2.

a) For violation of any material provision of the Franchise

b) If Grantee's state or federal authorization to provide Electric Utility Service in the service area is revoked pursuant to state or federal law.

c) For practicing any fraud or deceit upon electric utility system customers of the Town or for any material misrepresentation in obtaining this Franchise.

#### 9.2 Procedures for Imposition of Penalties, Termination and Forfeiture

a) The Town shall notify Grantee in writing of the alleged violation which may warrant termination under Section 9.1(a) (b) or (c). Such notification shall (1) describe the specific alleged violation; (2) direct Grantee to correct or to explain why the alleged violation should not be corrected; and, (3) state the time for response which shall be no less than thirty (30) calendar days from the date Grantee is sent written notice.

b) Within the time designated, Grantee must, (1) cure the violation or, in the event the violation cannot be completely cured within the time period specified, take reasonable steps to begin to cure, and submit a written response to Town, identifying the specific steps taken; or, (2) contest the assertion of violation, describing all facts relevant to its claim, supported as necessary by affidavits and documents.

c) If Grantee contests the Town's assertion of violation or fails to completely cure the default, including by paying any damages owed, unless waived, the Town shall schedule a hearing to review the default. The Town shall serve written notice of the scheduled hearing at least fourteen (14) days prior to the date of such hearing, specify if termination is sought as a remedy; and, state the time and place of the hearing, notice of which shall be published at least once, no later than seven (7) calendar days before such

*Continued on page 16*



*Continued from page 13*

hearing in a newspaper of general circulation with the Town. The Town shall hear any person interested herein, and shall specifically provide Grantee an opportunity to be heard, and shall determine whether or not any Grantee has complied, or submitted a reasonable plan for compliance.

**d)** If the town shall determine that such Grantee is not in compliance or has failed to submit a reasonable plan, then the town may take any actions it is permitted to take under this Franchise or applicable law.

**e)** Proceedings, not inconsistent with the above, shall be held pursuant to the Wyoming Administrative Procedure Act, Wyoming State Statute 16-3-101 to 16-3-115 2014 Edition or as otherwise amended.

**f)** If Grantee is adversely affected by a decision of the Town, it may file an appropriate action in any court of competent jurisdiction.

**g)** In addition to the foregoing, and except when the Town has revoked this franchise agreement, or in circumstances wholly outside Grantee's control, including "Acts of God," war, natural disasters, and similar circumstances, the Town shall be entitled to injunctive relief:

**1)** After the passage of ninety-six (96) consecutive hours, if Grantee fails to provide Electric Utility Service over a substantial portion of the Service Area, consistent with this Franchise, unless the Town authorizes a longer interruption of services; or

**2)** Immediately, if Grantee willfully and without cause refuses to provide electric Utility Service over a substantial portion of the Service Area, consistent with this Franchise; and

**3)** In such injunctive relief, the Town shall be entitled to have Grantee immediately resume operation of the Electric Utility Service as required by the Franchise, and to obtain such other injunctive relief which may be appropriate under the

circumstances.  
**9.3 Continuity of Service: Disposition of System on Termination.** Upon termination of this Franchise by passage of time or otherwise, Grantee and the Town agree to cooperate in maintaining continuity of service to all customers in the Service Area. To this end, Grantee shall continue to operate and maintain the System after the Franchise is terminated for a period not to exceed 30 months from the date of the final adjudication of any dispute holding that the Franchise has been lawfully terminated ("transition period"). During the transition period, Grantee shall be entitled to charge a rate for basic electric utility service equal to that rate that it charges for equivalent service in other electric utility systems of Grantee, but otherwise will continue to be bound by the terms of the Franchise, as if the Franchise were still in full force and effect.

Within twelve (12) months after the expiration of the transition period, and unless otherwise agreed, Grantee shall remove its System Facilities from the Public Ways. If Grantee or any of its assigns fails to remove its System Facilities, the System Facilities may be removed by the Town with all costs assessed to the Grantee, or shall become the property of the Town.

The notices or responses to Grantee shall be addressed as follows:

Carbon Power & Light, Inc.  
 P.O. Box 579  
 Saratoga, Wyoming 82331-0579

The notices or responses to the Town shall be addressed as follows:

Town of Saratoga  
 Attention: Mayor  
 P.O. Box 486  
 Saratoga, Wyoming 82331-0486

**11.6 No Waiver.** The failure of the Town, upon one or more occasions, to exercise a right or to require compliance or performance under the Franchise or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver

of compliance or performance for any other occasion, unless such right has been specifically waived in writing.

**11.7 Remedies Cumulative.** Except as otherwise expressly provided herein, remedies provided herein are cumulative and in addition to other rights either party may have at law or equity or under the Franchise; the exercise of one remedy shall not foreclose the exercise of others, nor shall it relieve either party of its obligation to comply with any provision of the Franchise.

**11.8 Compliance with Applicable Law.** The parties shall at all times be subject to and shall comply with all applicable federal and state laws and regulations.

**11.9 Time is of the Essence.** In determining whether Grantee has substantially complied with the Franchise, the parties agree that time is of the essence to the Franchise.

**11.10 Descriptive Headlines.** The headings set forth herein are descriptive only.

**11.11 Choice of Law, Venue. Any action regarding the Franchise, its terms, or the rights and responsibilities of the parties shall be brought only in the State or Federal District Courts of Wyoming.** If any legal action is instituted to enforce any of the terms of this agreement, the prevailing party's reasonable attorneys fees and all costs of the action including court costs, expert witness fees and all other actual expense incurred in the prosecution or defense of the action shall be paid by the other party.

**11.12 Grantee shall be responsible for reimbursement to the Town of Saratoga 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.

**11.13 Effective Date.** The effective date of this Franchise is this 19th day of August, 2014.

**BE IT FURTHER ORDAINED:** That Ordinance No. 732 is

hereby repealed.

TOWN OF SARATOGA, WYOMING  
 A Municipal Corporation

-s- John Zeiger, Mayor  
 Suzie Cox, Town Clerk

CARBON POWER & LIGHT, INC

First reading: July 16, 2014.

Second reading: August 6, 2014.

Third and final reading: August 19, 2014.

PASSED AND APPROVED THIS 19th DAY OF AUGUST, 2014.

**Legal #6413  
 Published in the Saratoga Sun  
 Aug. 27, 2014**

<b>Carbon County School District #2 August 2014 Bill List \$500.00 and over</b>	
<b>Vendor Name</b>	<b>Amount</b>
A Pleasant Construction, Inc.	1,269,620.00
Ameri-Tech Equipment Co.	854.72
Amundsen Associates Inc.	20,082.95
API Systems Integrators	4,773.98
AVI Pc	1,802.60
Best Value Inn - Rock Springs	839.40
Blackboard Inc.	8,825.00
Capital Business Systems Inc.	1,551.10
Carbon Power & Light Company	9,559.62
Carolina Biological Supplies	905.36
Carpet Etc.	12,401.43
CCSD2	25,000.00
Depreciation Fund	46,275.94
Cisco Systems	46,275.94
Conoco Fleet	529.96
Contract Paper Group, Inc.	6,703.20
Cowboy Supply House	3,043.23
CPM	787.58
Dennis, Wayne	6,487.50
Dick Blick Company	1,191.98
Encampment High School Activity	2,400.00
Engineering	4,100.00
Design Associates	4,100.00
Gaylord Opyrland	645.00
Grainger Inc., W. W.	2,030.70
Handwriting	581.71

Without Tears	2,844.71
Harlow's Bus Sales, Inc.	560.18
IDVille	10,170.00
ISC, Inc.	4,385.28
J & J Floors	1,500.00
Kuder Lakeshore	546.07
Learning Materials	922.46
Laramie GM	2,844.50
Auto Center, Inc.	2,584.30
Macpherson, Kelly & Thompson, LLC	2,584.30
Marriott - San Antonio	2,027.10
Math Learning Center	556.00
MPM Corp Db	3,000.00
Evergreen Disposal	3,000.00
MSResults Consulting Inc.	2,691.57
Office Depot	1,036.62
Office Essentials Inc.	1,241.00
PCD Engineering Services, Inc.	830.22
Pearson Education	876.87
Pearson Prentice Hall	500.00
Pederson, Susan	4,541.53
Perkins Oil Company	4,488.66
Pine Cove Consulting, LLC	20,000.00
Porter, Muirhead	6,215.60
Cornia & Howard	664.05
Quill Corporation	1,341.73
Rawlins Daily Times	10,929.52
Ricoh USA	7,723.98
Riverside Publishing	1,242.94
Rocky Mountain Power	2,400.00
Saratoga Auto Parts, Inc.	1,117.00
SMHS Activity Account	1,765.28
Saratoga Sun	295,385.00
School Specialty Inc.	295,385.00
Shepard Construction, Inc.	9,457.00
Shi	3,070.04
Shively Hardware	4486.00
Signtronix	1,760.08
SourceGas, LLC	2,000.00
Teton Science School	5,090.58
Town Of Hanna	4,738.17
Town Of Saratoga	1,729.91
Training Room Inc.	6,719.79
Union Telephone Company	3,465.58
Universal Athletic Services	2,214.38
Valley Oil Company	8,633.00
WYO High School Activities Assoc.	1,075.00
WYO Assoc.	1,075.00
School Administrators	1,345.55
Xerox Corporation	1,345.55

**Legal #6414  
 Published in the Saratoga Sun  
 Aug. 27, 2014**