

CHAPTER 5

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ARTICLE I

Cable Television Franchise

Sec. 5-1-10. Grant of franchise.

The Board of Trustees hereby approves the proposed Franchise Agreement by and between Comcast of Colorado, X, LLC and the Town of Bennett, Colorado in the form of such Franchise Agreement accompanying the ordinance on file in the Town Clerk's office and hereby authorizes the grant of franchise therein contained subject to and upon the terms and conditions of said Franchise Agreement. (Ord. 335 §1.1, 1996; Ord. 526 §1, 2006)

Sec. 5-1-20. Term.

The Mayor is authorized to execute the franchise agreement on behalf of the Town, such execution to be on or after the effective date of the ordinance codified herein and subject to the requirement that the Grantee shall have first executed the same. (Ord. 335 §1.2, 1996; Ord. 546 §2, 2006)

Sec. 5-1-30. Extension of franchise.

The term of the current franchise between Comcast and the Town, as granted by Ordinance No. 335 and further extended by Ordinance No. 546, is hereby further extended from the current expiration date of November 1, 2006, to the effective date of the Franchise Agreement, or until such date that the current franchise is otherwise terminated, but in no event shall the extension set forth herein extend past July 1, 2007. (Ord. 335 §1.2, 1996; Ord. 546 §3, 2006)

ARTICLE II

Electric Franchise

Sec. 5-2-10. Designation of parties.

Whenever the word "Town" is hereinafter employed, it shall designate the Town of Bennett, Adams County and Arapahoe County, Colorado, the Grantor, and whenever the word "Company" is used, it shall designate not only the Intermountain Rural Electric Association, a Colorado Corporation, the Grantee, but also its successors and assigns. (Ord. 155 Art. I, 1981; Ord. 543, Art. I, 2006)

Sec. 5-2-20. Grant of authority.

There is hereby granted by the Town to the Company the franchise right, privilege and authority to construct, purchase, acquire, locate, maintain, operate and extend into, within and through the Town, plants, works, systems and facilities for the generation, transmission and distribution of electrical energy for lighting, heating, cooling, power or other utility purposes, with the right and privilege for the period and upon the terms and conditions hereinafter specified, to sell, furnish and distribute electrical energy for lighting, heating, cooling, power or other utility purposes to the Town and the inhabitants thereof, by means of conduits, wires, cables, poles and structures, or otherwise, on, over, under, along and across all public and dedicated streets, alleys, viaducts, bridges, roads, lanes, public ways and other public places in the Town, and on, over, under, along and across any extension of

connection with or continuation of the same, and on, over, under, along and across all new public and dedicated streets, alleys, viaducts, bridges, roads, lanes, public ways and other public places as may be hereafter laid out, opened, located or constructed within the territory now or hereafter included in the boundaries of the Town, in accordance with the terms herein. Nothing in this franchise shall be construed to limit or impair the authority of the Town to regulate, require a franchise or consent for, or impose a fee or other charge upon the provision by the Company of internet, cable broadcasting or similar services over its electric distribution facilities, as such authority may exist from time to time under applicable federal, state and local law. (Ord. 155 §2.1, 1981; Ord. 543, §2.1, 2006)

Sec. 5-2-30. Manner of use or repair.

The Company is further granted the right, privilege and authority to excavate in, occupy and use any and all public and dedicated streets, alleys, viaducts, bridges, roads, lanes, public ways and other public places under the supervision of properly constituted Town authority for the purpose of bringing electrical energy into, within and through the Town and supplying electrical energy to the Town and the inhabitants thereof and in the territory adjacent thereto; provided, however, that the Company shall so locate its substations, transmission and distribution structures, lines, equipment and conduits within the Town as to cause minimum interference with the proper use of streets, alleys and other public ways and places and subject to permitting, inspection and approval by an official representative of the Town in accordance with the then-applicable ordinances of the Town. The Company shall obtain separate, written consent of the Town prior to the installation of any new designated parks or open space. Should it become necessary for the Company, in exercising its rights and performing its duties hereunder, to interfere with any sidewalk, graveled or paved streets or public place or any other public improvement, the Company shall repair the same in a workmanlike manner, in accordance with and subject to the then-applicable ordinances of the Town. The Company shall use due care not to interfere with or damage any water mains, sewers or other structures in said public and dedicated streets, alleys or other public places. Any interference or damage to water mains, sewers or other structures shall be promptly restored to its former condition by the Company at its expense or, in the sole discretion of the Town, by the Town at the Company's expense. Such restoration work if completed by the Company shall be subject to inspection and acceptance by the Town. The Town shall have the right to petition the Company for municipal use of facilities within any public ways or places within trenches the Company may have or intend to open for installation or repair of facilities within the Town limits, for any reasonable Town purpose directly related to the conduct of any municipal business. (Ord. 155 §2.2, 1981; Ord. 543 §2.2, 2006)

Sec. 5-2-40. Town held harmless.

The Company shall so maintain its electrical equipment and distribution system as to afford all reasonable protection against injury or damage to persons or property therefrom, and the Company shall save and hold the Town harmless from, and shall indemnify the Town against, all liability or damage and all reasonable expenses necessarily accruing against the Town arising out of the negligent exercise by the Company of the rights and privileges hereby granted; provided that the Company shall have had notice of the pendency of any action against the Town arising out of such exercise by the Company of said rights and privileges and shall be permitted at its own expense to appear and defend or assist in the defense of the same. (Ord. 155 §2.3, 1981; Ord. 543, §2.3, 2006)

Sec. 5-2-50. Relocation of Company facilities.

The cost of relocation of Company facilities located within the Town shall be borne as follows:

(1) The Company facilities located within the public right-of-way and other public places will be relocated by the Company at its own cost and expense when such relocation is reasonably determined to be necessary by the Town to permit the Town to make improvements to municipal public utilities, public parks, open space or Town building sites, streets or sidewalks or to change street grades. Relocation of Company facilities shall be made by the Company and shall be completed within a reasonable time from the date that the Town requests such relocation.

(2) The Company shall have no obligation to relocate at its expense any of its facilities located on private property, private easements or private rights-of-way, however acquired.

(3) Underground facilities shall be relocated underground. Aboveground facilities may be relocated above ground.

(4) In the event the Town abandons or vacates any public right-of-way in which the Company has located its facilities, the Town agrees to exercise its authority to reserve the rights granted to the Company by this franchise; provided that the Company shall remove and, if necessary, relocate such facilities to the nearest or most practicable public right-of-way at the request of a property owner that is burdened by such reservation, so long as the property owner pays the actual cost of said removal and relocation. (Ord. 155 §2.4, 1981; Ord. 543 §2.4, 2006)

Sec. 5-2-60. Use of facilities by Town.

The Town shall have the right to install emergency communications equipment on Company poles within the Town at locations to be approved by the Company and to petition the Company to use all poles and appropriate overhead structures within the Town limits for any reasonable Town purpose directly related to the conduct of any municipal business; provided, however, that in the event the Company grants permission for the Town to use any of its structures within Town limits, the Company shall assume no liability of any nature therefor, directly or indirectly, or incur any expense by virtue of the use by the Town of said poles and structures. The use by the Town shall in no way interfere with the Company's use of said poles and structures. To the extent permitted by law, the Town shall indemnify and hold harmless the Company from any claim for any liability which may arise out of or be caused by any negligent or intentional act or omission of the Town or its employees, agents or contractors, related to installation, maintenance, presence, use, condition, repair or removal of the Town's attachments, facilities or equipment, and the Town shall assume all risk and responsibility related to the actions of its employees, agents and contractors when working on, at or near the Company's facilities and shall indemnify the Company against any loss or damage caused or incurred by said agents, employees or contractors while using for Town purposes the Company facilities which are the subject of this franchise. The Town's use of any poles or structure as of the date of this franchise shall be deemed approved by the Company. (Ord. 155 §2.5, 1981; Ord. 543 §2.5, 2006)

Sec. 5-2-70. Rates regulation.

The Company shall furnish electrical energy within the corporate limits of the Town, or any addition thereto, to the Town and to the inhabitants thereof, and to any person or corporation doing

business in the Town or any addition thereto, at the rates and under the terms and conditions set forth in the Rates, Rules and Regulations promulgated by the Board of Directors of the Company, as amended from time to time. (Ord. 155 §3.1, 1981; Ord. 543 §3.1, 2006)

Sec. 5-2-80. No discrimination.

The Company shall not, as to rates, charges, services, facilities, rules, regulations or in any other respect make or grant any preference or advantage to any corporation or person or subject any corporation or person to any prejudice or disadvantage, provided that nothing in this Section shall be taken to prohibit the establishment from time to time of a graduated scale of charges and classified rate schedules to which any customer coming within an established classification would be entitled. (Ord. 155 §3.2, 1981; Ord. 543 §3.2, 2006)

Sec. 5-2-90. Extensions.

The Company will from time to time during the term of this franchise make such enlargements and extensions of its distribution systems as the business of the Company and the growth of the Town justify, in accordance with Company's Rates, Rules, and Regulations, as amended from time to time. All newly constructed electric distribution lines serving new residential subdivisions within the Town shall be placed underground. (Ord. 155 §3.3, 1981; Ord. 543 §3.3, 2006)

Sec. 5-2-100. Rules and regulations.

The Company from time to time may promulgate such rules, regulations, terms and conditions governing the conduct of its business, including the utilization of electrical energy and payment therefor, and the interference with or alteration of any of the Company's property upon the premises of its customers, as shall be necessary to ensure adequate, continuous and uninterrupted service to each and all of its customers and the proper measurement thereof and payment therefor, provided that the Company shall keep on file in its local office, available to the public, copies of its Rates, Rules and Regulations, including such revisions thereto as are adopted by the Company from time to time. (Ord. 155 §3.4, 1981; Ord. 543 §3.4, 2006)

Sec. 5-2-110. Franchise payment.

As a further consideration for this franchise, and in lieu of all occupancy, occupation and license taxes or other taxes on the rights to do business, or other special taxes, assessments or excises upon the property of the Company (except uniform taxes or assessments applicable to all taxpayers or businesses), the Company shall pay to the Town, for the period beginning on the effective date of this franchise, to the termination of this franchise, a sum equal to three percent (3%) of the first ten thousand dollars (\$10,000.00) of annual gross revenue derived from the sale of electrical energy to each customer at any one (1) location, plus two percent (2%) of the annual gross revenue derived from the sale of electrical energy in excess of ten thousand dollars (\$10,000.00) to each customer for each such service at any one (1) location. (Ord. 155 §4.1, 1981 Ord. 543 §4.1, 2006)

Sec. 5-2-120. Payment schedule.

For each year of the term hereof, the Company shall, on or before March 31 of each year, make an estimate of the total franchise payments to be paid to the Town for the current year, and shall pay one-

fourth (1/4) of said estimated amount on or before March 31, June 30, September 30 and December 31. Adjustments for any differences from payment calculated on actual revenue shall be made with the March 31 payment in the following year. (Ord. 155 §4.1, 1981; Ord. 543 §4.2, 2006)

Sec. 5-2-130. Gross revenue.

The term *gross revenue*, as used herein, shall be construed to mean any revenue derived by the Company under authorized rates, temporary or permanent, excluding franchise fees, within the Town from the sale of electrical energy to customers other than the Town or any federal, state or local governmental entities after the net write-off of uncollectible accounts and corrections of bills theretofore rendered. (Ord. 155 §4.1, 1981; Ord. 543 §4.3, 2006)

Sec. 5-2-140. Adjustments.

In the event that the gross revenue of the Company for any period of time during the term of this franchise is reduced as a result of a customer refund after payment of the franchise fee for that period, the Company shall be entitled to a credit toward further payments for all franchise payments paid in excess of the franchise fee based on the Company's gross revenue as so reduced. (Ord. 155 §4.1, 1981; Ord. 543 §4.4, 2006)

Sec. 5-2-150. Proration.

Payments for the portions of the initial and terminal years of the term of this franchise shall be made on the basis of gross revenue as above provided for the months and portions of months during which this franchise is in effect. (Ord. 155 §4.1, 1981; Ord. 543 §4.5, 2006)

Sec. 5-2-160. Audit.

For the purpose of ascertaining or auditing the correct amounts to be paid under the provisions of this Article, the Town Clerk and/or any committee or auditor appointed by the Board of Trustees shall have access to the books of the Company for the purpose of checking the gross revenue received for operations within the Town. (Ord. 155 §4.1, 1981; Ord. 543 §4.6, 2006)

Sec. 5-2-170. Most favored status.

In the event that the Company should, during the term of this franchise, increase its franchise payments to any city or town in any of the counties in which it supplies electric service under a franchise, by reason of an increase in the percentage payments on revenue or a different basis of determining revenue, the same change or changes to provide increased franchise payments shall be placed in effect in the Town, upon the Town's written request. The Company shall notify the Town of any such increased payments, provided that in no event shall the Company be liable to the Town for damages resulting from any delay or failure to give such notice. (Ord. 155 §4.1, 1981; Ord. 543 §4.7, 2006)

Sec. 5-2-180. Term; effective date.

This franchise shall become effective, as provided by law, thirty (30) days after its publication following final passage, upon acceptance in writing by the Company within said period, and the terms,

conditions and covenants thereof shall remain in full force and effect for a period of twenty (20) years from and after said effective date. (Ord. 155 §5.1, 1981; Ord. 543 §5.1, 2006)

Sec. 5-2-190. Removal.

Upon the expiration of this franchise, if the Company shall not have acquired an extension or renewal thereof and accepted the same, it is hereby granted the right to enter upon the public and dedicated streets, alleys, bridges, viaducts, roads, lanes, public ways and other public places of the Town, for the purpose of removing therefrom any and all of its plants, structures, conduits, cables, poles, wires and equipment pertaining thereto at any time after the Town has had ample time and opportunity to purchase, condemn or replace them. In so removing said conduits, cables, poles, wires and equipment, the Company shall, at its own expense and in a workmanlike manner, refill, repair, resurface and return to its original state any excavations that shall be made by it in the graveled or paved streets, alleys, bridges, viaducts, roads, lanes, public ways and other public or private places after the removal of conduits, poles or other structures. (Ord. 155 §5.2, 1981; Ord. 543 §2, 2006)

Sec. 5-2-200. Police power reserved.

The right is hereby reserved to the Town to adopt, from time to time, in addition to the provisions herein contained, such ordinances as may be deemed necessary in the exercise of its police power; provided that such regulations shall be reasonable and not destructive of the rights herein granted, and not in conflict with the laws of the State, or with orders of other authorities having jurisdiction. (Ord. 155 §5.3, 1981; Ord. 543 §5.3, 2006)

Sec. 5-2-210. Assignment.

Nothing in this Article shall be so construed as to prevent the Company from assigning all, but not less than all, of its rights, title or interest, gained or authorized under or by virtue of the terms of this Article, subject to the Town's approval, which shall not be unreasonably withheld, conditioned or delayed. The Company shall pay the Town's actual, out-of-pocket expenses for review and processing of an assignment of this franchise. Approval shall not be required for an assignment for the purpose of increased capitalization or loan or bond guarantee. (Ord. 155 §5.4, 1981; Ord. 543 §5.4, 2006)

Sec. 5-2-220. Acceptance by Company.

This franchise shall be subject to all of the provisions of the laws of the State. The Company shall accept this franchise by a writing filed with the Town Clerk within sixty (60) days from and after the passage of the ordinance codified herein by the Board of Trustees. (Ord. 155 §5.5, 1981; Ord. 526 §1, 2005; Ord. 543 §5.5, 2006)

Sec. 5-2-230. Effect of franchise.

This franchise is the entire understanding of the parties regarding its subject matter and may be changed or modified only by written agreement of the parties. This franchise repeals, replaces and supersedes all previous Town ordinances granting or amending any franchises to the Company, specifically including Ordinance No. 155, passed and approved April 14, 1981. (Ord. 543 §5.6, 2006)

Sec. 5-2-240. Extension or renewal of franchise.

In the event the parties mutually agree that this franchise should be continued beyond the termination date set forth in Section 5-2-180 above and mutually agree to the terms of the extension or renewal, including any adjustment to the franchise payment under Section 5-2-110 above, or the definition of gross revenue under Section 5-2-130 above, the parties shall amend this franchise in writing to reflect the new terms, and the Town shall adopt an franchise to effect the extension or renewal of the franchise and the inclusion of the new terms. In the event the parties mutually agree that this franchise should be continued beyond the expiration date set forth in Section 5-2-180 above, but have not agreed to the terms of the extension or renewal or have not amended the franchise in writing or passed an franchise extending the terms of the franchise on the expiration date of the franchise, the parties may mutually agree to a month-to-month extension, upon the same terms as are set forth in the franchise, until such amendment shall be adopted or an franchise shall be passed giving effect to such new terms as may be agreed upon by the Town and the Company. No agreement under this Section shall be effective unless in writing and signed by authorized representatives or agents of the Company and the Town. (Ord. 543 §5.7, 2006)

Sec. 5-2-250. Termination.

In the event of the failure of either party to comply with any of the material provisions of this franchise, this franchise may be terminated by the nondefaulting party; provided that the party in default fails to cure within one hundred twenty (120) days following notice from the nondefaulting party of the existence of said default. Such termination shall not affect or diminish the rights, claims or remedies available in equity or at law to the nondefaulting party arising by reason of said default. (Ord. 543 §5.8, 2006)

ARTICLE III

Gas Franchise

Sec. 5-3-10. Designation of parties.

Whenever the word *Town* is hereinafter employed, it shall designate the Town, the grantor, and whenever the word *Grantee* is used, it shall designate not only Eastern Colorado Utility Company, a Colorado corporation, but also its successors and assigns. (Ord. 250 §1, 1987)

Sec. 5-3-20. Grant of franchise.

There is hereby granted to the Grantee the franchise and right to locate, build, construct, acquire, purchase, extend, maintain and operate into, within and through the Town a plant or plants and works, for the purchase, manufacture, transmission and distribution of gas, either natural, artificial or mixed, with the right and privilege for the period and upon the terms and conditions hereinafter specified to furnish, sell and distribute said gas to the Town and the inhabitants thereof, for heating, cooking or other purposes, by means of pipes, mains, conduits, services and other necessary structures and appliances thereto appertaining, over, under, along, across and through any and all streets, alleys, viaducts, bridges, roads, lanes and other public ways and places in the Town, and over, under, along, across and through any extension, connection with or continuation of the same, or over, under, along,

across and through any and all such new streets, alleys, viaducts, bridges, roads, lanes and other public ways and means as may be hereafter laid out, opened, located or constructed within the territory now or hereafter included in the boundaries of the Town; provided, however, that nothing herein shall be construed so as to prevent the sale of coal, fuel oil, butane, propane or other fuels by individuals or firms other than the Grantee to the Town and the inhabitants thereof. (Ord. 250 §2, 1987)

Sec. 5-3-30. Existing facilities.

The Grantee has previously installed a gas distribution system to serve existing consumers within the corporate limits of the Town. The Grantee shall make such reasonable extensions of the mains of said system from time to time as warranted by expansion and development of demand, but the Grantee shall not be required to make any extension for the purpose of serving any new consumer or consumers which will necessitate an expenditure exceeding ninety-four dollars (\$94.00) for each consumer to be served. (Ord. 250 §3, 1987)

Sec. 5-3-40. Installation of facilities.

(a) All mains, pipes, conduits and services shall be installed and maintained so as to interfere as little as practicable with the proper use of the streets, alleys, bridges and other public places of the Town and so as to cause minimum interference with the rights or reasonable convenience of property owners whose property adjoins any of the public ways and places.

(b) When the Grantee shall do any work, construction, repair or maintenance of the system in the course of which any pavement, curbing or gutter upon any street, alley, bridge or public place shall be excavated, the Grantee shall properly protect excavations and shall promptly repair and restore, in a workmanlike manner and at its own expense, such curbs, gutters, sidewalks, graveled or paved streets, roads, alleys or other public or private property and improvements, to as good conditions as they were before work was commenced. The Town reserves for itself the right to alter or change any public improvement and to alter or change the grade of any street, avenue or alleys, and if at any time it should be necessary to alter or change the position of any gas main, pipeline, service connection, equipment or other property of the Grantee to permit the Town to alter or change street grades, pavement, sewers, water mains or other public works, or to make improvements thereto, such alterations or changes in the position of such gas main, pipeline, service connection, equipment or other property of the Grantee shall be made by the Grantee at its own expense. (Ord. 250 §4, 1987)

Sec. 5-3-50. Maintenance of facilities.

(a) The Grantee shall maintain and operate its plant and system in such manner and condition that it will furnish safe, adequate and continuous service. The quality and pressure of the gas furnished by the Grantee under this franchise shall at all times be in conformity with the Grantee's General Service Rules and Regulations on file with the Colorado Public Utilities Commission and with the rules and regulations of the Colorado Public Utilities Commission, and in addition thereto shall conform with the following requirements:

(1) Repairs and interruptions. Whenever it is necessary to interrupt service for the purpose of making repairs or installations, the Grantee shall do so at such time as will cause the least amount of inconvenience to consumers, and unless such repairs are unforeseen and immediately necessary, it shall give reasonable notice of service interruptions to consumers.

(2) Restoration after destruction. In case the system of the Grantee shall be partly or wholly destroyed or incapacitated, the Grantee shall at once restore or repair said system so as to render satisfactory service within the shortest practicable time.

(3) Failure of natural gas supply. If, during the term of this franchise and after the Grantee has begun to supply natural gas to the Town, there shall occur a failure or partial failure of the supply of natural gas then available to the Grantee, the Grantee shall make every reasonable effort to obtain an additional natural gas supply for distribution hereunder. If the Grantee is unable to obtain such additional supply, the Grantee shall furnish, at its option, manufactured, artificial or other suitable or mixed gas, provided, however, that the conversion and the costs and expenses of conversion of consumers' appliances and heating equipment necessarily occasioned by such transition from natural gas to artificial or mixed gas shall be borne by the Grantee.

(b) The Grantee shall furnish gas within the corporate limits of the Town and any additions thereto and to any person or corporation doing business or residing within the Town at the rates and under the terms and conditions set forth in the Rate Schedules, Standards for Service, Rules and Regulations, and Service Connection and Extension Policies, filed with or fixed by the Public Utilities Commission of the State, or by any other competent authority having jurisdiction in the premises.

(c) The Grantee shall have the right to make such reasonable rules and regulations for the protection of its property, the prevention of loss and waste and in connection with the distribution and sale of gas as from time to time it may deem necessary or expedient, including a reasonable meter deposit for domestic meters and a reasonable deposit for all other meters in such amount as may be reasonably required to assure payment of bills.

(d) The Grantee shall have the right to enter the premises of consumers at all reasonable times for the purpose of reading meters, inspecting pipes and gas appliances and disconnecting and removing meters. (Ord. 250 §5, 1987)

Sec. 5-3-60. Indemnification.

The Grantee shall so install and maintain its structures, apparatus, mains, pipes and other equipment as to afford all reasonable protection against injury or damage to persons or property therefrom, and the Grantee shall indemnify and save harmless the Town from any and all liability or damage and all reasonable expenses, including reasonable attorney fees, necessarily accruing against the Town arising out of the exercise by the Grantee of the rights and privileges hereby granted. (Ord. 250 §6, 1987)

Sec. 5-3-70. Term of franchise.

The rights, privileges and franchise herein granted to and conferred upon the Grantee shall extend for this full term of twenty-five (25) years from the effective date of the ordinance codified herein and acceptance by the Grantee. (Ord. 250 §7, 1987)

Sec. 5-3-80. Applicable law.

This franchise is granted subject to all conditions, limitations and immunities now provided for and applicable to the operation of a public utility, by state law, including supervision of rates and matters

pertaining thereto, by the regulatory bodies of the State. The rights and franchise granted by the ordinance codified herein are granted upon the express condition that the Town shall have the right and power to purchase or to condemn at the time or times and under the conditions and in the manner provided by state law at such time in full force and effect, all works and plants erected hereunder and all property of the Grantee actually used or useful for the convenience of the Town. (Ord. 250 §8, 1987)

Sec. 5-3-90. Service level.

The natural gas to be supplied to the Town and its inhabitants under the terms hereof shall be merchantable gas and at such reasonable pressure as may be prescribed by the regulatory body having jurisdiction over said matter. Until and unless lawfully changed, the standard pressure of service shall be the same as now or hereafter fixed by the Public Utilities Commission of the State, pertaining to the pressure in a majority of the cities of Colorado being supplied by natural gas services. (Ord. 250 §9, 1987)

Sec. 5-3-100. Rules and regulations.

The Grantee from time to time may promulgate such rules, regulations, terms and conditions governing the conduct of its business, including the utilization, extension and protection of services and property, as shall be reasonably necessary to enable the Grantee to exercise its rights and perform its obligations under this franchise, and to secure an uninterrupted service to each and all of its customers. Provided, however, that such rules, regulations, terms and conditions shall not be in conflict with the provisions hereof or with state laws, and shall be subject to approval by the Public Utilities Commission of the State or other competent authority having jurisdiction in the premises. The Grantee shall keep on file in its local office, available to the public, copies of such rules and regulations, together with copies of its Rate Schedules, Standards of Service, Rules and Regulations, and Service Connection and Extension Policies concurrently in effect and as filed with the Public Utilities Commission of the State or other competent authority having jurisdiction in the premises. (Ord. 250 §10, 1987)

Sec. 5-3-110. Renewal; termination.

Upon the expiration of this franchise, if the Grantee shall not have acquired an extension or renewal thereof, or upon its termination or forfeiture if the Town after ample time and opportunity has not purchased or condemned the system, the Grantee is hereby granted the right to enter upon the streets, alleys, bridges, viaducts, roads, lanes and other public places of the Town, for the purpose of removing therefrom any or all of its plants, structures, pipes, mains or equipment pertaining thereto. In so removing said pipes, mains or other property, the Grantee shall, at its own expense and in a workmanlike manner, repair and return to its existing condition any excavation that shall be made by it in any graveled or paved streets, alleys, bridges, viaducts, roads, lanes and other public places after the removal of its mains, pipes or other structures. (Ord. 250 §11, 1987)