

Ordinance No. 2015-01

AN ORDINANCE GRANTING CHEYENNE LIGHT, FUEL AND POWER COMPANY, A WYOMING CORPORATION, ITS LESSEES, SUCCESSORS AND ASSIGNS, A NATURAL GAS FRANCHISE AND THE AUTHORITY TO CONSTRUCT, OPERATE, MAINTAIN, AND EXTEND A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM, AND GRANTING THE RIGHT TO USE THE STREETS, ALLEYS, AND OTHER PUBLIC PLACES WITHIN THE PRESENT OR FUTURE CORPORATE LIMITS OF THE TOWN OF PINE BLUFFS, WYOMING

Be it ordained by the Town Council of the Town of Pine Bluffs, Wyoming, as follows:

FRANCHISE GRANTED

The Town of Pine Bluffs, Wyoming (hereinafter referred to as "Grantor"), hereby grants a non-exclusive franchise to Cheyenne Light, Fuel and Power Company, a Wyoming corporation (hereinafter called "Grantee"), its lessees, successors and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to lay, construct, install, maintain, operate and extend in, along, over or across the present and future streets, alleys, avenues, bridges, public rights-of-way and public easements as are now within the present or future limits of said Grantor, a natural gas distribution system and all facilities necessary for the purpose of supplying natural gas or processed gas and other operations connected therewith or incident thereto for all purposes to the inhabitants of said Grantor and consumers in the vicinity thereof, and for the distribution of natural gas from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, all mains, services, pipes, conduits and all other apparatus and appliances necessary or convenient for transporting, distributing and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of Grantor and in carrying on such business.

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ARTICLE 1
DEFINITIONS

1.0 For the purpose of this franchise, the following words and phrases shall have the meaning given in this article. 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. The word "shall" is mandatory and "may" is permissive. Words not defined in this article shall be given their common and ordinary meaning.

1.1 "Town" refers to and is the municipal corporation designated as the Town of Pine Bluffs, Laramie County, Wyoming and includes the territory currently included, or which may in the future be included, within the boundaries of the Town of Pine Bluffs.

1.2 "Company" refers to and is Cheyenne Light, Fuel and Power Company and its successors and assigns, but does not include its affiliates, subsidiaries or any other entity in which it has an ownership interest.

1.3 "Distribution Facilities" refers to and is only that portion of the Company's natural gas system which delivers natural gas from the regulating border stations to the point-of-delivery of the customer, including all devices connected to that system.

1.4 "Facilities" refers to and is all facilities reasonably necessary to provide natural gas into, within and through the Town and includes plants, works, systems, border stations, transmission and distribution lines and structures, regulating stations, equipment, underground lines, meters, regulators and pressure sensing equipment.

1.5 "Franchise Area" refers to and is that area within the Town where Cheyenne Light, Fuel and Power Company currently holds a certificate of public convenience and necessity from the PSC to provide natural gas utility service, and includes the areas which may in the future be included within the boundaries of the Town of Pine Bluffs upon approval by the Town through future annexation ordinances so long as the area annexed is within the Cheyenne Light, Fuel and Power Company then currently certificated territory.

1.6 "Gas" or "Natural Gas" refers to and is such gaseous fuels as natural, artificial, synthetic, liquefied natural, liquefied petroleum manufactured, or any mixture thereof.

1.7 "Governing Body" refers to and is the legislative body of the Town.

1.8 "Public Easements" refers to and is public and dedicated easements created and available for use by public utilities for their facilities.

1.9 "Public Service Commission" or "PSC" refers to and is the Public Service Commission of the State of Wyoming or other authority succeeding to the regulatory powers of the Public Service Commission.

1.10 "Residents" refers to and includes all persons, businesses, industry, governmental agencies, and any other entity whatsoever, presently located or to be hereinafter located, in whole or in part, within the territorial boundaries of the Town.

1.11 "Revenues" refers to and is those amounts of money which the Company receives from its customers from the sale, transportation or other delivery of natural gas under rates and charges authorized by the PSC and represents amounts billed under such rates as adjusted for refunds, credits, and the net write-off of uncollectible accounts, corrections or other regulatory adjustments.

1.12 "Streets and Other Public Places" refers to and is streets, alleys, viaducts, bridges, roads, lanes and other public right-of-way in said Town.

ARTICLE 2 GRANT OF FRANCHISE

2.1 Grant of Franchise. The Town of Pine Bluffs hereby grants to Cheyenne Light, Fuel and Power Company, for the period specified in and subject to the conditions, terms and provisions contained in this franchise, a non-exclusive right to furnish, sell and distribute natural gas to the Town and its residents in the Franchise Area. Subject to the conditions, terms and provisions contained in this franchise. The Town also hereby grants to the Company a non-exclusive right to acquire, construct, install, locate, maintain, operate and extend into, within and through the Town all facilities reasonably necessary to furnish, sell and distribute natural gas within and through the Town and a non-exclusive right to make reasonable use of the streets and other public places, public right-of-ways, and dedicated easements as may be necessary to carry out the terms of this franchise. These rights shall extend to all areas of the Town as it is now constituted and to additional areas as the Town may increase in size by annexation or otherwise. Natural Gas certificated service territory is defined by Attachment 1 and includes the current boundaries of the Town.

2.2 Term of Franchise. This ordinance shall become effective as provided in Article 16 hereof, and the term of the franchise granted herein shall commence on the effective date of this ordinance and shall expire on December 31, 2040, unless sooner terminated in accordance with the provisions hereof.

ARTICLE 3 FRANCHISE FEE

3.1 Franchise Fee. In consideration for the grant of this franchise, the Company shall pay the Town a sum equal to a percentage of all revenues received from the sale, transportation or delivery of natural gas as follows:

- a. In accordance with calculations set forth in the Company's tariffs and other schedules approved by the PSC, an amount approximately equivalent to the following:

- (i) One percent (1%) of revenues derived from all customers within the Town for sales, transportation, and other charges or adjustments as determined by Company, as approved by the PSC, and paid by Customers to Company; and an additional
 - (ii) Two percent (2%) of gross revenues (i.e., gross receipts) for sales, transportation, and other charges or adjustments as determined by Company derived from all customers within the Town.
- b. Payment of the franchise fees collected from Company's Customers shall be made by the Company to the Town in monthly installments not more than thirty (30) days following the close of the month for which payment is to be made by the Customer to Company.
- c. The overall three (3) percent total level of franchise fees identified above includes both the embedded tariff-approved franchise fee amounts to be collected under the Company's approved tariffs on file with the PSC (currently 1%), and the separate two (2) percent City-approved franchise fee level.
- d. If the percentage of the franchise fee calculations approved by the PSC (i.e., currently one (1%) percent) changes in the future, then the level of franchise fees collected by the Company from Customers and thereafter remitted by the Company to the Town in accordance with Article 3.1 (a) (i) above and section 5.4 below shall also change in accordance with the revised level of franchise fees calculated by the Company and approved by the PSC.
- e. In the sole determination of the Town, in the future, the Town may unilaterally increase its separate franchise fee (i.e., currently two (2%) percent) under the sooner of the following conditions:
 - (i) every seven (7) years; or
 - (ii) upon the City of Cheyenne increasing its separate franchise fee to a higher level sooner than every seven (7) years.
 - (iii) The Town shall not increase its separate franchise fee by more than four (4) percent over the term of the franchise.
- f. The Town will cooperate with the Company by providing the Company with a map of its corporate limits (the "Map"). The Map shall be of sufficient detail to assist the Company in determining whether its customers reside within the Town's corporate limits. The Map shall serve as the basis for determining the Company's obligation hereunder to collect and pay the franchise fee from customers; provided, however, that if the Town's corporate limits are changed by annexation or otherwise, the Town will provide the updated Map to the Company. The Company's obligation to collect and pay the franchise

fee from customers within the annexed are shall not commence until sixty (60) days after such Company's receipt of a revised Map or other information as is reasonably necessary for the Company to identify the customers in the annexed area obligated to pay the franchise fee. The Town will cooperate to provide copies of annexation ordinances to the Company on a timely basis to ensure appropriate franchise fee collection from customers within the corporate limits of the Town as set forth in this section 3.

3.2 Payment Contingency. Company shall not be liable for the payments required under Article 3.1. above for consumers not served by the Company or those Customers or services provided by other franchise holders.

3.3. Payment Method/Audit of Payments. All payments shall be made to the Town Clerk. The Town Clerk, or other authorized representatives, shall have reasonable access to the books of the Company, during normal business hours, for the purpose of auditing or checking to ascertain that the franchise fee has been correctly computed and paid. If it is determined that a mistake was made in the payment of any franchise fee required hereunder, such mistake shall be corrected promptly upon discovery such that any under-payment by the Company shall be paid within sixty (60) days of recalculation of the amount due, and any over-payment by the Company shall be deducted from the next payment of such franchise fee due the Company to the Town; provided, that neither party shall have the obligation to correct a mistake that is discovered more than one (1) year after the occurrence thereof.

Except for any franchise fees required under the Company's tariffs approved by the PSC, the Company shall list the franchise fee collected from customers locate within the Town's corporate borders as a separate item on bills for utility service issued to the Company's customers. If at any time the PSC or other authority having proper jurisdiction prohibits such recovery, the Company will no longer be obligated to collect and pay the franchise fee until an alternate lawful franchise fee can be negotiated and implemented. In addition, with prior approval of the Town, the Company may reduce the franchise fee payable for natural gas delivered to a specific customer when such reduction is required to attract or retain the business of that customer.

3.4 Franchise Fee Payment in Lieu of Other Fees and Charges. Payment of the franchise fee by the Company is accepted by the Town in lieu of an occupancy tax, license tax, or similar tax or charge on the privilege of doing business in the Town, but shall not exempt the Company from any lawful taxation upon its property or any other tax not related to the operation of its facilities to furnish, sell and distribute natural gas as described in Section 2.1 of this franchise. Any independent contractor engaged by the Company to perform construction work shall not be exempt from any charges as provided in the section.

ARTICLE 4 SUPPLY, CONSTRUCTION AND DESIGN

4.1 Supply of Natural Gas. The Company shall take all reasonable and necessary

steps to provide an adequate supply of natural gas to its customers at the lowest cost consistent with long-term reliable supplies. If the supply of natural gas to its customers should be interrupted, the Company shall take all necessary and reasonable actions to restore such supply within the shortest practicable time.

4.2 Restoration of Service. In the event the Company's natural gas system, or any part thereof, is partially or wholly destroyed or incapacitated, the Company shall use due diligence to restore its system to satisfactory service within the shortest practicable time.

4.3 Obligations Regarding Company Facilities. The Company shall install, maintain, repair, renovate and replace its facilities with due diligence in a good and workmanlike manner and the Company's facilities will be of sufficient quality and durability to provide adequate and efficient natural gas service to the Town and its residents. Company facilities shall not interfere with the Town's water mains, sewer mains, drainage ways or other municipal use of streets and other public places. All street cuts shall be permanently repaired in accordance with Town requirements. The Company shall make every effort to permanently repair street cuts in a timely manner, including the restoration of pavement markings. In the case that material for permanent repair is not available from local asphalt companies, the Company shall repair street cuts with a temporary patch and maintain the patch until the street can be permanently repaired. The Company shall erect and maintain its facilities so as to minimize interference with trees and other natural features. Company facilities shall be installed in public right-of-ways or dedicated easements so as to cause a minimal amount of interference with adjacent property.

4.4 Excavation and Construction. All excavation and construction work done by the Company shall be done in a timely and expeditious manner which minimizes the inconvenience to the public and individuals. All public and private property whose use conforms to restrictions in public easements disturbed by Company excavation or construction activities shall be restored by the Company at its expense to substantially its former condition.

4.5 Relocation and Removal of Company Facilities.

a. Any relocation or removal of the Company's facilities in any street or other public place required, caused or occasioned by any Town project shall be at the cost of the Company. Relocation or removal shall be completed within a reasonable time from the date when the Town makes its request, such time to be established by the Company and approved by the Town.

b. In the event abandoned facilities have to be removed, said removal shall be at the cost of the Company.

c. When relocating its facilities pursuant to this Section, the Company shall be granted an extension of time of completion equivalent to any delay caused by conditions or circumstances not under its control provided that the Company has made every attempt to complete the work and proceeds with due diligence at all times. Failure of the company to provide sufficient personnel, equipment and/or materials to complete the work within the time agreed to will obligate the Company to reimburse the Town for costs in accordance with Section 4.6 of this agreement.

d. If the Town orders or requests the Company to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference, then the Company shall receive payment for the cost of such relocation from the commercial or private developer as a precondition to relocating its facilities or equipment.

The Town shall consider reasonable alternatives in designing its public works projects and exercising its authority under this section so as not to arbitrarily cause the Company unreasonable additional expense. If alternative public right-of-way space is available, the Town shall also provide a reasonable alternative for the Company's facilities. The Town shall give the Company written notice of an order or request to vacate a public right-of-way; provided, however, that its receipt of such notice shall not deprive the Company of its right to operate and maintain its existing facilities in such public right-of-way until it (a) if applicable, receives the reasonable cost of relocating the same, and (b) obtains a reasonable public right-of-way, dedicated utility easement, or private easement alternative location for such facilities.

4.6 Reimbursement of Cost. The Company shall reimburse the Town for all direct, reasonable, and necessary costs incurred by the Town as the direct result of the Company's failure to perform construction in compliance with this Article 4.

4.7 Town Not Required to Advance Funds. Upon receipt of the Town's authorization for billing and construction, the Company shall extend its facilities to provide natural gas service to the Town for municipal uses within the Town limits or for any municipal facility outside the Town limits, and within the Company's certificated service area, without requiring the Town to advance funds prior to construction.

ARTICLE 5 COMPLIANCE

5.1 Town Regulation. The Town expressly reserves, and the Company expressly recognizes, the Town's right and duty to adopt, from time to time, in addition to the provisions herein contained, ordinances, rules and regulations as may by the Town be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens.

5.2 Compliance with Town Requirements. The Company shall comply with all Town requirements regarding curb and pavement cuts, excavating, digging and related construction activities. Except for emergencies, the Town may require that all installations be coordinated with the Town's street improvement programs. The Town Maintenance Supervisor shall be the Town's agent for inspection and for compliance with Town ordinances and regulations on any such projects. Except for emergencies, the Company shall notify the Town of all scheduled work a minimum of two (2) working days prior to beginning such work. The Company is responsible for notifying adjacent property owners whose property, access and/or parking may be affected by the Company's work in accordance with Town requirements. In case of emergencies, the Company shall notify the Town representative of the work done on the next regular business day.

The Company and the Town shall submit a list of current and planned project which may require street cuts, excavation, digging and related construction activities as said information becomes available.

5.3 Town Review of Construction and Design. Except for emergencies, prior to construction or re-routing of any significant facilities for the distribution of natural gas energy within the Town, the Company at the Town's request shall furnish to the Town the plans for such facilities for review.

5.4 Compliance with PSC Regulations. The natural gas energy which the Company distributes and all services provided in connection therewith shall conform with Company standards, all applicable industry standards, the standards promulgated by the PSC, and the tariff provisions, rules and regulations of the Company on file with the PSC.

5.5 Compliance with Laws Relating to Environmental Protection. The Company shall comply with environmental protection standards established by applicable federal and state laws. Upon the Town's request, the Company will provide the Town with a status report of such measures.

5.6 Inspection. The Town shall have the right to inspect at all reasonable times any portion of the Company's system used to serve the Town and its residents. The Town shall also have access to Company records for the purpose of determining Company compliance with this franchise, including, without limitations, access to records necessary to determine whether the payment of franchise fees complies herewith. The Company agrees to cooperate with the Town in conducting the inspection and to correct any discrepancies affecting the Town's interest in a prompt and efficient manner.

5.7 Participation in Development and Construction Projects. The Company shall actively review proposed development and construction projects in a timely fashion within the Franchise Area with the intent of coordinating utility upgrades, relocations and facilities with proposed projects at the earliest possible time.

ARTICLE 6 PUBLIC SERVICE COMMISSION

6.1 Public Service Commission Regulation. The Town and the Company recognize that the lawful provisions of the Company's tariffs on file and in effect with the PSC which are consistent with the restrictions and limitations of Article 13, Sec. 4 of the Wyoming Constitution and W.S. § 15-1-103(a)(xxxiii) regarding the rights of municipalities concerning franchises, are controlling over any inconsistent provision in this franchise dealing with the same subject matter. In the opinion of the Company, no provision of this franchise is inconsistent with any of the currently effective provisions of the Company's tariffs.

6.2 Public Service Commission Notification. The Company agrees to notify the PSC and take all other actions required by said Commission which are required by law as a result of

the expansion of the Company's franchised territory resulting from annexation of property and territories in the future.

ARTICLE 7
REPORTS TO TOWN

7.1 Reports on Company Operations. The Company shall submit reasonable and necessary reports containing or based on information readily obtainable from the Company's books and records as the Town may request with respect to the operations of the Company under this franchise and provide the Town with a list of real property within the Town which is owned by the Company.

7.2 Copies of Tariffs, All PSC Filings. The Company shall keep on file all tariffs, rules, regulations and policies approved by the PSC relating to service by the Company to the Town and its residents. Upon request by the Town, the Company shall provide the Town with copies of filings affecting said service which it makes with the PSC.

ARTICLE 8
INDEMNIFICATION OF THE TOWN

8.1 Town Held Harmless. The Company shall indemnify, defend and save the Town harmless from and against all liability or damage and all claims or demands whatsoever in nature brought by third persons arising out of the operations of the Company within the Town pursuant to this franchise and the securing of and the exercise by the Company of the franchise rights granted in this ordinance and shall pay all reasonable expenses, including reasonable attorney's fees, arising there from. The Town will provide prompt written notice to the Company of the pendency of any claim or action against the Town arising out of the exercise by the Company of its franchise rights. The Company will be permitted, at its own expense, to appear and defend or to assist in defense of such claim. Notwithstanding any provision hereof to the contrary, the Company shall not be obligated to indemnify, defend or hold the Town harmless to the extent any claim, demand or lien arises solely out of or in connection with any negligent act or failure to act of the Town or any of its officers or employees.

8.2 Payment of Expenses Incurred by Town in Relation to Ordinance. At the Town's option, the Company shall pay in advance or reimburse the Town for expenses incurred in publication of notices and ordinances and for photocopying of documents arising out of the negotiations or process for obtaining the franchise.

ARTICLE 9
TRANSFER OF FRANCHISE

9.1 Consent of Town Required. The Company shall not transfer or assign any rights under this franchise to a third party, excepting only corporate reorganizations of the Company not including a third party, unless the Town shall approve in writing such transfer or assignment. Approval of the transfer or assignment shall not be unreasonably withheld.

ARTICLE 10
PURCHASE OR CONDEMNATION

10.1 Town's Right to Purchase or Condemn. The right of the Town to construct, purchase or condemn any public utility works or ways, and the rights of the Company in connection therewith, as provided by the Wyoming Constitution and statutes, are hereby expressly reserved.

10.2 Continued Cooperation by Company. In the event the Town exercises its option to purchase or condemn, the Company agrees that, at the Town's request, it will continue to supply any service it supplies under this franchise, for the duration of the term of this franchise pursuant to terms and conditions negotiated for such continued operation.

ARTICLE 11
REMOVAL OF COMPANY FACILITIES AT END OF FRANCHISE

11.1 Limitations on Company Removal. In the event this franchise is not renewed at the expiration of its term or the Company terminates any service provided herein for any reason whatsoever, and the Town has not purchased or condemned the system and has not provided for alternative gas service, the Company shall have no right to remove said system pending resolution of the disposition of the system. The Company further agrees it will not withhold any temporary services necessary to protect the public and shall be entitled only to monetary compensation in no greater amount than it would have been entitled to be compensated for such services provided during the term of this Franchise. Only upon receipt of written notice from the Town stating that the Town has adequate alternative natural gas energy sources to provide for the people of the Town shall the Company be entitled to remove any or all of said systems in use under the terms of this franchise.

ARTICLE 12
FORFEITURE

12.1 Forfeiture. Both the Company and the Town recognize there may be circumstances whereby compliance with the provisions of this franchise is impossible or is delayed because of circumstances beyond the Company's control. In those instances, the Company shall use its best efforts to comply in a timely manner and to the extent possible. If the Company fails to perform any of the terms and conditions of this franchise and such failure is within the Company's control, the Town, acting by and through its Governing Body, may determine, after hearing that such failure is of a substantial nature. Upon receiving notice of such determination, the Company shall have a reasonable time in which to remedy the violations. If during said reasonable time corrective actions have not been successfully taken, the Town, acting by and through its Governing Body, shall determine whether any or all rights and privileges granted to the Company under this ordinance shall be forfeited.

12.2 Judicial Review. Any such declaration of forfeiture shall be subject to judicial review as provided by law.

12.3 Other Legal Remedies. Nothing herein contained shall limit or restrict any legal rights that the Town or the Company may possess arising from any alleged violation of this franchise.

12.4 Continued Obligations. Upon forfeiture, the Company shall continue to provide service to the Town and its residents in accordance with the terms hereof until the Town makes alternative arrangements for such service. If the Company fails to provide continued service, it shall be liable for damages to the Town.

ARTICLE 13
AMENDMENTS

13.1 Amendments to Franchise. At any time during the term of this franchise, the Town, through its Governing Body, or the Company may propose amendments to this franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired and both parties thereafter will negotiate within a reasonable time in good faith in an effort to agree on mutually satisfactory amendment(s).

ARTICLE 14
TRANSPORTATION OF GAS

14.1 Transportation of Gas. The Town expressly reserves the right to obtain and produce gas. The Company shall transport the natural gas purchased by the Town for use in the Town facilities pursuant to separate contracts with the Town. The Company agrees to transport gas made available for sale on terms and conditions comparable to other contracts entered into contemporaneously by the Company with similarly situated customers.

ARTICLE 15
MISCELLANEOUS

15.1 Successors and Assigns. The rights, privileges, franchises and obligations granted and contained in this ordinance shall inure to the benefit of and be binding upon Cheyenne Light, Fuel and Power, its successors and assigns.

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

15.3 Notices. Notices required hereunder shall be in writing and forwarded by certified mail or hand delivery to the persons and addresses as hereinafter stated, unless the persons and addresses are changed at the written request of either party, delivered in person or by certified mail. Until any such change shall hereafter be made, notices shall be sent to the Town Clerk and to Cheyenne Light Fuel and Power Company. Currently the addresses are as follows:

For the Town of Pine Bluffs:

Town Clerk's Office
With Copies to:
Town Attorney

For the Company:

Vice President of Operations
Cheyenne Light, Light Fuel and Power
108 West 18th Street
Cheyenne WY, 82001

15.4 Severability. Should any one or more provisions of this franchise be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term that will achieve the original intent of the parties hereunder.

15.5 Governmental Immunity. The Town and its officials and employees do not waive governmental immunity by entering into this franchise and specifically retain all immunities and defenses available to them as Governmental Entities pursuant to W.S. § 1-39-101, *et seq.*, and all other applicable laws, except to the extent necessary solely for the enforcement of the terms and conditions of this franchise as between parties.

Further, the Town fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this franchise. Designation of venue, choice of law and similar provisions should not be construed as a waiver of governmental immunity.

15.6 Governing Law, Jurisdiction and Venue. The construction, interpretation and enforcement of this franchise shall be governed by the laws of the State of Wyoming. The federal and state courts of the State of Wyoming shall have jurisdiction over any action arising out of this franchise and over the parties, and the venue shall be the United States District Court for the District of Wyoming or the First Judicial District, Laramie County, Wyoming.

15.7 Insurance. Within thirty (30) days after the enactment of this franchise ordinance, the Company shall provide to the Town certificates of insurance, or other documentation acceptable to the Town, showing the types and amounts of liability insurance coverage being maintained by the Company. In addition, the Company shall provide the Town certificates of insurance or other acceptable documentation within (30) days after renewal of any such liability coverage. The Company shall notify the Town of the revocation, cancellation or any material alteration of any of its liability insurance coverage within ten (10) days after such event occurs.

15.8 Entire Agreement. This franchise, together with the attachments referenced herein, constitute the entire agreement of the parties with respect to the Company's right to furnish, sell and distribute natural gas to the Town and its residents in the Franchise Area. There have been no representations made other than those contained in this franchise.

ARTICLE 16
APPROVAL

16.1 Town Approval. This grant of franchise shall not become effective unless approved by a majority vote of the Governing Body of the Town of Pine Bluffs in the manner provided by law and this ordinance is published in the manner provided by law.

16.2 Company Approval. The Company shall file with the Town Clerk its written acceptance of this franchise and of all of its terms and provisions within ten (10) days after the adoption of this franchise by the Governing Body. If the Company shall fail to timely file its written acceptance as herein provided, this franchise shall be and become null and void.

16.3 Repeal of Ordinance Number 3146. Ordinance Number 90-001, enacted by the Governing Body of the Town of Pine Bluffs on January 15, 1990, is hereby repealed with respect to the provision of gas service by Cheyenne Light Fuel and Power Company to customers within the Town of Pine Bluffs.

THIS ORDINANCE SHALL NOT BE EFFECTIVE UNTIL THIS ORDINANCE HAS BEEN APPROVED BY THE GOVERNING BODY OF THE TOWN OF PINE BLUFFS IN THE MANNER PROVIDED BY LAW AND PUBLISHED IN THE MANNER PROVIDED BY LAW.

FIRST READING: _____

SECOND READING: _____

THIRD AND FINAL READING: _____

Willam Shain, Mayor

(SEAL)

ATTEST:

Carlene Graves, Town Clerk

PUBLISHED: Pine Bluffs Post

ARTICLE 16
APPROVAL

16.1 Town Approval. This grant of franchise shall not become effective unless approved by a majority vote of the Governing Body of the Town of Pine Bluffs in the manner provided by law and this ordinance is published in the manner provided by law.

16.2 Company Approval. The Company shall file with the Town Clerk its written acceptance of this franchise and of all of its terms and provisions within ten (10) days after the adoption of this franchise by the Governing Body. If the Company shall fail to timely file its written acceptance as herein provided, this franchise shall be and become null and void.

16.3 Repeal of Ordinance Number 3146. Ordinance Number 90-001, enacted by the Governing Body of the Town of Pine Bluffs on January 15, 1990, is hereby repealed with respect to the provision of gas service by Cheyenne Light Fuel and Power Company to customers within the Town of Pine Bluffs.

THIS ORDINANCE SHALL NOT BE EFFECTIVE UNTIL THIS ORDINANCE HAS BEEN APPROVED BY THE GOVERNING BODY OF THE TOWN OF PINE BLUFFS IN THE MANNER PROVIDED BY LAW AND PUBLISHED IN THE MANNER PROVIDED BY LAW.

FIRST READING:

January 5, 2015

SECOND READING:

January 19, 2015

THIRD AND FINAL READING:

February 2, 2015



Willam Shain, Mayor

(SEAL)

ATTEST:



Carlene Graves, Town Clerk

PUBLISHED: Pine Bluffs Post