

P.S. Co.

Ordinance
NO. 127

Town
copy

NOTICE OF APPLICATION FOR FRANCHISE
BY PUBLIC SERVICE COMPANY OF COLORADO

Pursuant to the Statutes of the State of Colorado, notice is hereby given that at a regular meeting of the Board of Trustees of the Town of La Jara, County of Conejos, State of Colorado, to be held on 1st June, 1965 at the hour of 8⁰⁰ o'clock P.M., at the Town Hall in the Town of La Jara, Colorado, the PUBLIC SERVICE COMPANY OF COLORADO, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, will make application to said Town for the passage of an ordinance granting to said Public Service Company of Colorado a franchise in said Town and said ordinance and franchise to be so submitted and applied for is annexed hereto and is in words and figures as therein set forth.

DATED AT DENVER, COLORADO, this 13th day of May,
A.D. 1965.

PUBLIC SERVICE COMPANY OF COLORADO

By *M. Ansell*
Vice President

Town Copy

ACCEPTANCE BY PUBLIC SERVICE COMPANY OF COLORADO
OF FRANCHISE GRANTED BY THE TOWN OF LA JARA,
CONEJOS COUNTY, COLORADO, BY ORDINANCE NO. 127

WHEREAS, the Board of Trustees of the Town of La Jara, Conejos
County, Colorado, did, on the 6th day of July, 1965, finally pass and
adopt and approve Ordinance No. 127 of said Town, entitled:

AN ORDINANCE GRANTING A FRANCHISE BY THE TOWN OF
LA JARA, CONEJOS COUNTY, COLORADO, TO PUBLIC SERV-
ICE COMPANY OF COLORADO, ITS SUCCESSORS AND ASSIGNS,
TO LOCATE, BUILD, CONSTRUCT, ACQUIRE, PURCHASE, EX-
TEND, MAINTAIN AND OPERATE INTO, WITHIN AND THROUGH
THE TOWN OF LA JARA, A PLANT OR PLANTS, SUBSTATIONS,
AND WORKS, FOR THE PURCHASE, MANUFACTURE, GENERATION,
TRANSMISSION AND DISTRIBUTION OF ELECTRICAL ENERGY
AND GAS, EITHER NATURAL, ARTIFICIAL OR MIXED, AND TO
FURNISH, SELL AND DISTRIBUTE SAID ELECTRICAL ENERGY
AND GAS TO THE TOWN OF LA JARA AND THE INHABITANTS
THEREOF, FOR LIGHT, HEAT AND POWER, OR OTHER PURPOSES,
BY MEANS OF PIPES, MAINS, CONDUITS, CABLES, POLES WITH
WIRES STRUNG THEREON, OR OTHERWISE, ON, OVER, UNDER,
ALONG, ACROSS AND THROUGH ALL STREETS, ALLEYS, VIA-
DUCTS, BRIDGES, ROADS, LANES, AND OTHER PUBLIC WAYS
AND PLACES IN SAID TOWN OF LA JARA, AND FIXING THE
TERMS AND CONDITIONS THEREOF.

NOW, THEREFORE, in consideration of the premises, and in pur-
suance of the provisions of said Ordinance No. 127 Public Service Com-
pany of Colorado hereby accepts the terms and conditions of Ordinance
No. 127 of the Town of La Jara, Conejos County, Colorado.

IN WITNESS WHEREOF, Public Service Company of Colorado has caused
its corporate name to be hereunto subscribed by its Vice President, and its
corporate seal to be hereunto affixed, attested by its R. C. Gude
Secretary, this 6th day of July, A.D. 1965.

PUBLIC SERVICE COMPANY OF COLORADO

By M. Howell
Vice President

ATTEST:

By [Signature]
Secretary

APPROVED FOR EXECUTION
LEE. BRYANS. KELLY & STANSFIELD.
ATTORNEYS
By [Signature]

FILED WITH THE TOWN CLERK OF THE TOWN OF LA JARA THIS 6th DAY OF JULY,
1965.

SEAL

[Signature]
Town Clerk

ORDINANCE NO. 127

AN ORDINANCE GRANTING A FRANCHISE BY THE TOWN OF LA JARA, CONEJOS COUNTY, COLORADO, TO PUBLIC SERVICE COMPANY OF COLORADO, ITS SUCCESSORS AND ASSIGNS, TO LOCATE, BUILD, CONSTRUCT, ACQUIRE, PURCHASE, EXTEND, MAINTAIN AND OPERATE INTO, WITHIN AND THROUGH THE TOWN OF LA JARA, A PLANT OR PLANTS, SUBSTATIONS, AND WORKS, FOR THE PURCHASE, MANUFACTURE, GENERATION, TRANSMISSION AND DISTRIBUTION OF ELECTRICAL ENERGY AND GAS, EITHER NATURAL, ARTIFICIAL OR MIXED, AND TO FURNISH, SELL AND DISTRIBUTE SAID ELECTRICAL ENERGY AND GAS TO THE TOWN OF LA JARA AND THE INHABITANTS THEREOF, FOR LIGHT, HEAT AND POWER, OR OTHER PURPOSES, BY MEANS OF PIPES, MAINS, CONDUITS, CABLES, POLES WITH WIRES STRUNG THEREON, OR OTHERWISE, ON, OVER, UNDER, ALONG, ACROSS AND THROUGH ALL STREETS, ALLEYS, VIADUCTS, BRIDGES, ROADS, LANES, AND OTHER PUBLIC WAYS AND PLACES IN SAID TOWN OF LA JARA, AND FIXING THE TERMS AND CONDITIONS THEREOF.

BE IT ORDAINED BY THE BOARD OF TRUSTEES, OF THE TOWN OF LA JARA, CONEJOS COUNTY, COLORADO:

ARTICLE I

Whenever the word Town is hereinafter employed, it shall designate the Town of La Jara, Conejos County, Colorado, the grantor, and whenever the word Company is used it shall designate not only Public Service Company of Colorado, a Colorado corporation, the grantee, but also its successors and assigns.

ARTICLE II

Section 1. Grant of Authority. There is hereby granted to the Company the right, privilege and authority to locate, build, construct, acquire, purchase, extend, maintain and operate into, within and through said Town a plant or plants, substations, and works, for the purchase, manufacture, generation, transmission and distribution of electrical energy and 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 electrical energy and gas to the Town, and the inhabitants thereof, for light, heat and power, or other purposes, by means of pipes, mains, conduits, cables, poles with wires strung thereon, or otherwise, on, over, under, along, across and through any and all streets, alleys, viaducts, bridges, roads, lanes, and other public ways and places in said Town and on, over, under, along,

across and thro . any extension, connection with or continuation of the same and/or on, over, under, along, across and through any and all such new streets, alleys, viaducts, bridges, roads, lanes and other public ways and places as may be hereafter laid out, opened, located or constructed within the territory now or hereafter included in the boundaries of said Town.

Section 2. Manner of Use - Repair. The Company is further granted the right, privilege and authority to excavate in, occupy and use any and all streets, alleys, viaducts, bridges, roads, lanes, and other public ways and places under the supervision of properly constituted authority for the purpose of bringing electrical energy and gas into, within and through the Town and supplying electrical energy and gas to said Town and the inhabitants thereof and in the territory adjacent thereto, provided, however, that the Company shall so locate its plants, works, substations, transmission and distribution structures, lines, equipment, mains, pipes and conduits within said Town as to cause minimum interference with the proper use of streets, alleys and other public ways and places and to cause minimum interference with the rights or reasonable convenience of property owners whose property adjoins any of the said streets, alleys or other public ways and places. 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, roads, alleys or any other public or private improvement, the Company shall repair in a workmanlike manner such sidewalk, graveled or paved street, road, alley, or other improvement after the installation of mains, pipes, conduits, poles or other structures. The Company shall use due care not to interfere with or damage any water mains, sewers, or other structures now or which may hereafter be placed in said streets, alleys or other public places.

Section 3. Town Held Harmless. The Company shall so maintain its structures, apparatus, equipment, poles, wires, mains, pipes and conduits as to afford all reasonable protection against injury or damage to persons or property therefrom, and the Company shall save the Town harmless from 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 be permitted at its own expense to appear and defend or assist in the defense of the same.

Section 4. Changes at Company Expense. If at any time it shall be necessary to change the position of any pole, gas main or service connection of the Company to permit the Town to change street grades or make street or sidewalk improvements, such changes shall be made by the Company at its own expense.

Section 5. Use of Poles by Town. The Town shall have the right, without cost, to use all poles of the Company within said Town for the purpose of stringing wires thereon for its fire alarm and police signal systems; provided, however, the Company assumes and shall be subject to no liability and shall be subject to no additional expense in connection therewith. It is further provided that the use of said poles by said Town shall not interfere in any unreasonable manner with the Company's use of same.

ARTICLE III

Section 1. Heating Value. The natural gas to be supplied hereunder shall contain a monthly average gross heating value of not less than the heating value set forth in applicable and effective Rules and Regulations on file from time to time with The Public Utilities Commission of the State of Colorado.

Section 2. Adequacy of Supply. If during the term of this franchise there occurs a failure or partial failure of the supply of natural gas available to Company because of the depletion of such supply, the Company shall take all reasonable steps to obtain an additional natural gas supply from other sources to be delivered to the Company, and if unable to procure same it is hereby authorized to supply artificial or mixed gas for the unexpired term of this franchise.

ARTICLE IV

Section 1. Rates - Regulations. The Company shall furnish electrical energy and gas within the corporate limits of the Town or any addition thereto,

to the Town, and to the inhabitants thereof, and to any person or persons or corporation doing business in the Town or any addition thereto, 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 of Colorado from time to time, or by any other competent authority having jurisdiction in the premises.

Section 2. No Discrimination. The Company shall not, as to rates, charges, service, 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 grant 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.

Section 3. Industrial Gas Rates. The rates to be charged by said Company for gas service to industrial users for heating, manufacturing, and other industrial processes in said Town for the term of said franchise may be lower and different from those charged for other purposes and the Company shall have the right to contract with industrial users for the sale of such gas, provided that all such contracts contain a "cut-off" clause which recognizes the preferred right of the other users over industrial users.

Section 4. Extensions. 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 its Standards for Service, Rules and Regulations, and Service Connection and Extension Policies for electric and gas service currently in effect and on file from time to time with The Public Utilities Commission of the State of Colorado or other competent authority having jurisdiction in the premises.

Section 5. 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 gas 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 insure a continuous or 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 office at La Jara, Colorado, available to the public, copies of its Rate Schedules, Standards for Service, Rules and Regulations and Service Connection and Extension Policies currently in effect and as filed from time to time with The Public Utilities Commission of the State of Colorado or other competent authority having jurisdiction in the premises.

ARTICLE V

Section 1. Franchise Payment. As a further consideration for this franchise, and accepted by the Town in lieu of all occupancy or occupation and license taxes and all other special taxes, assessments or excises upon the pipes, mains, conduits, poles, wires or other property of the Company, or other levies that might be imposed, either as a franchise tax, occupancy or occupation tax, license tax, permit charge, or for the inspection of pipes, mains, meters, poles and conduits, or other property of the Company, or otherwise, the Company shall pay to the Town a sum equal to two percent (2%) of its gross revenue, after any adjustment of charges theretofore made, derived from the sale of gas within the corporate limits of the Town, excluding the revenue received from the Town for gas furnished it, and excluding all revenue received in excess of \$2500.00 derived per annum from the sale of gas service rendered to each customer at any one location; and two percent (2%) of its gross revenue, after any adjustment of charges theretofore made, derived from the sale of electricity within the corporate limits of the Town for electrical energy furnished for light, heat or power or other purposes, excluding the amount received from the Town for electric service furnished it, and excluding all revenue received in excess of \$2500.00 derived per annum from the sale of electric service rendered to each customer at any one location. Payments shall be made on

or before the first day of March each year for the calendar year next previous. Payments for the portions of the initial and terminal years of this franchise shall be made on the basis of revenue as above derived for the months and portions of months in which this franchise is in effect. For the purpose of ascertaining or auditing the correct amount to be paid under the provisions of this paragraph, the Town Clerk and/or any committee appointed by the Board of Trustees of said Town shall have access to the books of said Company for the purpose of checking the gross revenue received from operations within said Town.

ARTICLE VI

Section 1. Term - Effective Date. This ordinance shall become effective, as provided by law, thirty 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-five (25) years from and after said effective date.

Section 2. Removal. Upon the expiration of this franchise, if the Company shall not have acquired an extension or renewal thereof and accepted same, it may have, and it 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, conduits, cables, poles and wire, or 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 pipes, mains, conduits, cables, poles and wire, the Company shall, at its own expense and in a workmanlike manner, refill any excavations that shall be made by it in the graveled or paved streets, alleys, bridges, viaducts, roads, lanes and other public places after the removal of mains, pipes, conduits, poles or other structures.

Section 3. Assignment. Nothing in this ordinance shall be so construed as to prevent the Company from assigning all of its rights, title or interest, gained or authorized under or by virtue of the terms of this ordinance.

Section 4. 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 of Colorado, or with orders of other authorities having jurisdiction in the premises.

Section 5. Acquisition by Town. It is agreed and understood that in the event the Town should wish to purchase or condemn the electrical distribution system or the natural gas distribution system of Company, or both, as provided by law, during the period this franchise is in full force and effect, then the Town may purchase or condemn either the electrical distribution or natural gas distribution system, or both, and for such purpose this franchise shall be construed as two separate and independent franchises, one relating to the electrical distribution system, and the other relating to the natural gas distribution system.

INTRODUCED, READ AND ORDERED PUBLISHED, the 1st day of June, A. D. 1965.

PASSED, ADOPTED AND APPROVED, this 6th day of July A. D. 1965.

James Dennis
Mayor

SEAL

ATTEST:

Joseph Shaver
Town Clerk