

AN ORDINANCE REPEALING SECTION 2, OF CHAPTER 12 OF THE MEAD MUNICIPAL CODE, ORIGINALLY ADOPTED AS ORDINANCE NO. 27 - 1965, AND ENACTING A NEW SECTION 2, OF CHAPTER 12 OF THE MEAD MUNICIPAL CODE WHICH GRANTS AN ELECTRIC FRANCHISE TO UNITED POWER, INC., A COLORADO CORPORATION, AND FIXES THE TERMS AND CONDITIONS THEREOF.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF MEAD, COLORADO:

Section 1. Section 2, of Chapter 12, of the Mead Municipal Code, originally adopted as Ordinance No. 27 - 1965, that granted an electric franchise to Union Rural Electric Association, Inc., is hereby repealed in its entirety and the following Section 2, of Chapter 12, of the Mead Municipal Code granting an electric franchise to United Power, Inc., is adopted in its place.

12-2-1. ELECTRIC FRANCHISE

- A. Definitions: In this franchise, unless the context otherwise requires, the following words and phrases have the meanings indicated:

"Certificated area" means that area authorized by the PUC to be served by the Company.

"Company" means United Power, Inc.

"Consideration" means the franchise fee established in Section 12-2-1 d., and any other provision of significant financial benefit to the Town or the Company.

"Electric distribution facilities" means that portion of the Company's electric system that delivers electric energy from the substation breaker to the point of delivery of the consumer, including all devices connected to that system.

"Facilities" means facilities necessary or actually used to provide electric energy to, within, and through the Town and includes plants, works, systems, substations, transmission and distribution structures, equipment, conduit, transformers, pipes, meters, underground lines, wires, cables, and poles.

"Public place" means any street, alley, viaduct, bridge, road, lane, highway, public right-of-way that is deeded, dedicated or otherwise available for use to the Town.

"PUC" means the Public Utilities Commission of the State of Colorado or other authority succeeding to the regulatory powers of the Public Utilities Commission.

"Residents" means and includes all persons businesses, industries, governments or governmental agencies, and other entities located, in whole or in part, within the Town that are or may be served by the Company under this franchise.

"Revenue" means all money that the Company, its affiliates, subsidiaries, or parent derives directly or indirectly from the operation of the electrical franchise in the Town of Mead. Sources of revenue shall include but not be limited to the following:

1. Sale of electricity and the use of its facilities to transport electricity through the Town, less adjustments for refunds, uncollectible accounts, corrections, and other regulatory adjustments.
2. The use of Company facilities by others.

"Street" means any street, alley, viaduct, bridge, road, lane, highway, or public right-of-way that is deeded, dedicated or otherwise available for use to the Town.

"Town" means the Town of Mead, Weld County, Colorado.

"Work" means and includes all work done by the Company in the Town, including excavations, installation, construction, repair, maintenance, renovation, removal, and replacement of facilities.

- B. Grant of Franchise. The Town hereby grants the Company a nonexclusive right and duty to furnish, sell, and distribute electricity to its certificated area within the Town. The Town grants the Company the right to install, maintain, and operate distribution facilities (34.5 kV or less) necessary to serve its certificated area within and without the Town. The Town grants the Company a nonexclusive right to make reasonable use of streets and other public places as may be necessary to carry out the terms of this franchise.
- C. Term of Franchise. The franchise granted hereby shall be effective from July 1, 1990, through June 30, 2010.
- D. Franchise Fee.
1. Franchise Fee. In consideration for the grant of this franchise, the Company shall pay the Town a sum equal to three percent (3%) of all revenue as defined by this Section. The franchise fee provided herein is the exclusive monetary payment by the Company to the Town for the Company's special use and occupancy of public streets and other public places within the Town except as specifically provided in this franchise.

2. Payment Schedule. Payment of franchise fees shall be made in monthly installments not more than thirty days following the close of the month in which payment is made to Company for the sale of electricity. Franchise fees due on account of payments received by the Company for use of its facilities by others shall be made within 60 days of receipt of payment. Initial and final payments shall be prorated for the portions of the months at the beginning and end of the term of this franchise. If an error by the Company results in an underpayment of the franchise fee to the Town, the Company shall repay the balance due with interest from the date due at the rate assessed for delinquent taxes. If an error by the Company results in an overpayment for the franchise fee to the Town, credit shall be taken against the next payment or payments until the error is corrected.
3. Access to Company Records. Upon request, the Town's authorized representative shall have reasonable access to the books of the Company for auditing or checking to insure that the franchise fee has been correctly computed and paid.
4. Change of Franchise Fee or Other Consideration. Once each year, and upon at least 30 days' written notice, the Board of Trustees may review and consider change of the franchise fee or other consideration paid the Town under this franchise. The Town may change the franchise fee or consideration to the equivalent paid by the Company to any city and town in the state of Colorado in which the Company supplies electricity under franchise. The Company shall report to the Town within 60 days the execution or change of any franchise under which a municipality receives greater consideration than provided herein.
5. Franchise Fee is Not Payment in Lieu of Taxes. So long as Company performs its obligations under this franchise, the Company will be exempt from payment of any license fees or charges to the Town, but payment of the franchise fee by the Company does not exempt the Company from any lawful taxation upon its property, from sales and use taxes, excavation permit fees, building permit charges, and from fees and charges for excavating for construction of underground facilities that are uniform and generally applicable to contractors performing similar work.
6. Contract Obligation. This franchise constitutes a binding contract between the Company and Town. If the franchise fee specified in this chapter is declared illegal, unconstitutional, or void for any reason, by any court or proper authority, the Company is contractually bound to pay the Town the amount that would have been paid as a franchise fee at the same times and in the same manner as provided for the franchise fee.

E. Supply, Construction, and Design.

1. Supply of Electricity. The Company shall make available an adequate supply of electricity to provide service throughout the Town when needed by customers and potential customers. The Company shall supply electricity at the lowest reasonable cost consistent with its long-term reliable supplies. If the supply of electricity is limited or interrupted, the Company shall immediately take all necessary actions to restore the supply as soon as possible.
2. Obligations Regarding Company Facilities.
 - a. Work. All work by the Company shall be done:
 - 1) in a good workmanlike manner, and
 - 2) in a timely and expeditious manner, and
 - 3) in a way that minimizes inconvenience to the public and individuals, and
 - 4) in a cost-effective manner, which may include the use of qualified private contractors.
 - b. Restoration. All public and private property and lawfully installed improvements that are disturbed by Company activities shall be restored, as soon as possible by the Company at its expense, to substantially their former condition. Private improvements which overlay, enclose, or limit access to Company facilities that are located in dedicated easements shall not be deemed lawfully installed.
 - c. Location of Facilities. Company facilities shall not interfere with water facilities, sewer facilities, or other public use of public places. Company facilities shall be installed to minimize interference with other property and improvements.
 - d. Repair of Damage. The Company shall promptly repair all damage caused by Company activities or facilities. If such damage poses a threat to health, safety, or welfare of the public or individuals, the Town may cause repairs to be made at Company's expense unless Company makes such repairs promptly upon the Town's request.
 - e. Inspection. All work is subject to inspection by the Town for its performance in accordance with applicable codes, rules, and regulations. The Company shall promptly complete reasonable remedial action required by the Town pursuant to said inspection.

- f. Quality. The Company's facilities will be of sufficient capacity, quality, durability, and redundancy to provide adequate and efficient electric service to the Town and its residents. In particular, the Company shall maintain a loop or two source feeds into the Town. The Company shall keep its facilities in good working order. The Company will require warranties customary for the industry from its third-party suppliers of transformers and other major equipment incorporated into the Company's facilities and shall fully enforce any such warranty. Nothing herein shall be construed to provide rights to third parties.
3. Relocation of Company Facilities. Any relocation of the Company's facilities in any public place required, caused, or occasioned by any Town project shall be at the cost of Company. Relocation shall be completed within 120 days or a reasonable time from the date when the Town makes its request, such time to be established by the Company as soon as possible after the Town's request. The Company shall be granted an extension of time of completion equivalent to any delay caused by conditions not under its control, provided that the Company proceeds with due diligence at all times. Underground facilities shall be relocated underground. Above-ground facilities shall be relocated above ground unless the Town agrees to either pay the additional cost of undergrounding or requests that such additional cost be paid out of available funds under Section 12-2-1 G. 2. Following relocation, all property shall be restored to its former condition by Company at its expense. Nothing herein shall be construed to impose any obligation upon the Town to make any payment for relocation of the Company's facilities.
4. Service to New Areas. If during the term of this franchise the boundaries of the Town are expanded within the Company's certificated service area, the Company shall extend service to residents of the newly annexed area as soon as possible, subject to the payment provisions of the Company's extension policy. Such services shall be according to all terms of this franchise, including the payment of franchise fees.
5. Town Not Required to Advance Funds. Upon receipt of the Town's authorization by billing and construction, the Company shall extend its facilities to provide electric service for municipal uses within or outside the town. The Town shall not be required to advance funds before construction.
6. Technological Improvements. The Company shall use its best efforts to introduce and install, when practicable, technological advances in its equipment and services within the Town. Upon request by the Town, Company shall promptly review and report advances that have occurred in the electric

utility industry and report whether it believes it appropriate to incorporate such advances into its Company operations.

7. Joint Use of Company Facilities. So long as the use does not unreasonably interfere with the Company's electric distribution system or create an unreasonable safety hazard, the Company shall permit use of Company facilities by holders of Town franchises for franchise purposes. The Company may charge a reasonable fee for this use. The Company shall assume no liability nor shall it be put to any additional expense in connection with the use of its facilities by others.
8. Town Use of Facilities. So long as the use does not unreasonably interfere with the Company's electric distribution system or create an unreasonable hazard, the Town shall be permitted to make reasonable, governmental use of any electric distribution facility of the Company without compensation to the Company except for payment of any costs or expenses made necessary by such use. Use by the Town may include, by way of explanation but not by way of limitation, the attachment of traffic control signs, fire alarm or police signal systems. The Town shall not transport electric energy or use Company's facilities for any nongovernmental purpose without the written consent of Company and prior agreement with the Company for the consideration to be paid it.
9. Underground Conduit. If the Company installs a new underground conduit or opens a trench or replaces conduit or cable, the Company shall provide adequate advance notice to permit installation of similar conduit for the Town. If the Town wants additional similar conduit installed, it will notify the Company and provide the conduit that will be installed by the Company without further expense to the Town.
10. Use of Company Right-of-Way Facilities. So long as the use does not interfere with the Company's use of the transmission right-of-way, the Company will permit the Town use of Company's transmission right-of-way within the Town for the purposes set forth in the Park and Open Space Act of 1984. any such use or any improvements by the Town shall be made at its expense.

F. Compliance.

1. Town Regulation. The Town expressly reserves, and the Company expressly recognizes, the Town's right to adopt such lawful ordinances, rules and regulations as it may deem necessary for the protection of the health, safety, and welfare of its residents and their property in the exercise

of its police and other powers. In the event of any inconsistency between this franchise and any other ordinance, rule or regulation, this franchise shall control.

2. Compliance with Town Requirements. The Company will comply with all lawful Town ordinances, rules and regulations and shall obtain all required permits. The Company shall comply with all Town requirements regarding placement of lighting, street lighting, curb cuts, excavating, digging, backfilling, patching, restoration, and related construction activities.
3. Town Review of Construction Design. Except in the case of emergencies, before construction or installation of any significant above-ground electric transmission facilities, any building, any substation, or any similar structures within the Town, the Company shall furnish the Town with plans for the facilities. In addition, the Company shall assess and report on the impact of the proposed construction on the Town environment. Such plans and reports shall be reviewed by the Town to ensure, *inter alia*, (1) that all applicable laws are observed, (2) that aesthetic and good planning principles have been given due consideration, and (3) that adverse impact is minimized. The Company shall incorporate into their construction plans all reasonable changes requested by the Town.
4. Compliance with PUC Regulations. The electricity that the Company distributes shall conform with the standards promulgated by the PUC in the Rules Regulating the Services of Gas and Electric utilities and with the Company tariff provisions as they may be amended from time to time. The Town shall have access to all records of the Company monitoring compliance with such PUC standards. Before final adoption by the Town of this ordinance, the Company shall file with the PUC such amendments to its tariffs as may be necessary to make its tariff provisions compatible with the provisions of this ordinance, and shall report to the Town any changes that are made for this purpose. The Company shall use its best efforts to assure the Town during the term of this franchise that the tariffs of the Company shall not conflict with any of the provisions of this ordinance.
5. Compliance with Air and Water Pollution Laws. The Company shall use its best efforts to meet the standards required by applicable air and water pollution laws. Upon the Town's request, the Company shall provide the Town with a status report of such measures.
6. Inspection. The Town shall have the right to inspect at all reasonable times, and upon obtaining proper clearance for any secured areas, any portion of the Company's facilities used to serve the town and its residents. The Town shall have

access to Company records for the purpose of determining Company compliance with this ordinance. The Company agrees to cooperate fully with the Town in the inspection of the Company's facilities or records and to correct any discrepancies affecting the Town's interest in a prompt and efficient manner.

G. Underground Construction and Conversion.

1. Underground Electrical Distribution Facilities. The Company shall place newly constructed electrical distribution facilities underground in accordance with the Town's Land Use Code and the Company's tariffs. Company is not required to install facilities unless the charges provided in its tariffs have been paid.
2. Overhead Conversion at Expense of Company.
 - a. As and when requested by the Town, the Company will spend one percent (1%) of the preceding calendar year's electric gross revenues from the Town to move electric distribution facilities located in public places underground, provided the undergrounding extends for a minimum distance of one block or 750 feet, whichever is less.
 - b. Any unexpended portion of the one percent (1%) shall be carried over to succeeding years for conversion to underground. In addition, upon request by the Town, the Company shall advance amounts anticipated to be available for the next three succeeding years to be expended for such conversion. Any amounts advanced shall be credited against amounts to be expended in succeeding years until such advances are eliminated. No relocation expenses that the Company is required to expend pursuant to Section 12-2-1 E. 3. shall be charged to this allocation.
 - c. The Town and the Company shall consult and plan together regarding projects to be financed under this section. The final decision on which projects are selected rests with the Town. The specific scheduling of projects rests with the Company, which shall make every reasonable effort to complete such projects within the time requested by the Town. In no event shall any overhead conversion expense be charged against the one percent (1%) fund herein provided for unless the project has been approved by the Town.

- d. If the PUC authorizes a system-wide program or programs of undergrounding electricity distribution facilities, the Company will allocate to the program of undergrounding in the Town such amount as authorized by the PUC, but never less than one percent (1%) of annual electricity revenues.
- e. When undertaking a project of undergrounding, the Town and the Company shall work with other utilities or companies that have their lines overhead to have all lines placed underground as part of the same project. When other utilities or companies are placing their lines underground, the Company shall cooperate with these utilities and companies and undertake to underground Company facilities as part of the same project where feasible. The Company shall coordinate its installation of new underground facilities with existing underground facilities or other companies. In each instance, each utility and company shall pay its appropriate share of the costs.
- f. In addition to the provisions of this Section, the Town may require additional facilities to be moved underground at the Town's expense.

H. Planning, Coordination and Reports.

- 1. General. The Company shall keep the Town informed about existing and planned system capacity, construction, and other activities. The Company shall submit, in advance, reports of long-term planning for capital improvement projects and descriptions of planned curb and street cut and other work. The Town shall keep the Company informed about existing and planned development, construction and other activities. All work shall be coordinated with the Town's public improvement projects.
- 2. Emergencies. If there is an emergency affecting Company operations or service within the Town, the Company shall maintain ongoing communication with the Town about the nature of the problem and its anticipated duration and resolution. The Company shall develop and keep up to date and on file with the Town a mutually agreeable plan to simplify such communication. The Company shall have recorded with the Town a 24-hour telephone number, not available to the public, which the Town government can use to obtain information in an emergency, and the Company shall use other available methods as needed to communicate with the Town. In addition, the Company shall make information available to residents about any problem and its anticipated duration and resolution.

3. Local Office. When the population of the Town reaches 5,000, the Company shall consider maintaining an office within the Town for the conduct of its business, including, but not limited to, the handling of payments, service and outage complaints, dispatching of crews and emergency coordination.
 4. Reports of Company Operations. The Company shall submit reasonable and necessary reports requested by the Town with respect to Company operations within the Town so long as such information can be provided at reasonable cost. Initially the Town requests and the Company shall provide the following reports:
 - a. an annual list of real property and leasehold interest in real property owned by the Company in the Town;
 - b. an annual report listing the Town's accounts by type of account (e.g., electric service by location) and evaluating bill and rate classification alternatives;
 - c. an annual report of the electric revenues received from residents of the Town, showing each adjustment to gross revenue;
 - d. an annual report, upon the request of the Town, on electric facilities serving the Town and a current map of facilities; and
 - e. an annual report showing the performance standards or goals that the Company uses to monitor the quality of service provided as compared to actual performance.
 - f. Any cost of service study prepared by the Company for presentation to the PUC.
 5. Copies of Tariffs, All PUC Filings. The Company shall keep on file in the local office all tariffs, rules, regulations, and policies approved by the PUC relating to service by the Company to the Town and its residents. Upon request by the Town, Company shall provide the Town with copies of such documents and of filings that it makes with the PUC.
- I. Indemnification. The Company agrees to indemnify and hold the Town, its officers and employees harmless from and against all liability, claims, and demands, on account of injury, loss or damage of any kind whatsoever which arise out of or are in any manner connected with this franchise, if such injury, loss or damage is caused or is claimed to be caused, in whole or in part by the act, omission, negligence or other fault of the Company, its subcontractors, officers, employees, agents or representatives, provided however, this indemnification shall not apply to claims based in whole or in part upon the alleged negligence or

intentional misconduct of the Town, its officers and employees. As part of such indemnification, the Company will defend against such claims at its expense, including Court costs and reasonable attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent unless the Town, its officers or employees participated in such groundless, false or fraudulent claims.

- J. Transfer of Franchise--Consent of Town Required. The Company shall not sell, transfer, or assign any right under this franchise to another entity without the Town Board of Trustees' written approval, which shall not be unreasonably withheld. In the event of a sale, transfer, or assignment of rights under this franchise, the transferee shall promptly pay to the Town a transfer fee equal to the greater of \$5,000 or an amount determined by multiplying \$700,000 times a fraction of which the then Town population is the numerator and the then Denver population is the denominator. Such fee is deemed reasonable.
- K. Purchase, Condemnation and Termination.
1. Town's Right to Purchase or Condemn. The right of the Town to construct, purchase, or condemn utility facilities and the rights of the Company in connection therewith, as provided by the Colorado Constitution, statutes, and Town ordinances is expressly recognized.
 2. Negotiations and Condemnation. No value shall be given to the rights granted under this franchise. If the Town desires to purchase the electric system, the parties shall negotiate in good faith to decide a mutually acceptable purchase price. If the Town and the Company cannot agree within ninety (90) days, the Town may commence condemnation proceedings.
 3. Continued Cooperation by Company. If the Town purchases or condemns, the Company shall continue service, in whole or in part, at the Town's request for the duration of this franchise pursuant to terms and conditions negotiated for such continued operation. The Company shall take no action that could inhibit the Town's ability to use the acquired system effectively or efficiently. At the Town's request, the Company shall supply electricity for use by the Town in the Town system.
 4. Right of First Purchase. Whenever the Company proposes to sell or dispose of any of its real property (but not including electric facilities) located within the Town, it shall grant to the Town the right of first purchase of same. The Company shall obtain a qualified appraisal on any such property, and the Town shall have sixty (60) days in which to exercise the right of first purchase by giving written notice to the Company. If the Town does not give the required

intentional misconduct of the Town, its officers and employees. As part of such indemnification, the Company will defend against such claims at its expense, including Court costs and reasonable attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent unless the Town, its officers or employees participated in such groundless, false or fraudulent claims.

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2. Negotiations and Condemnation. No value shall be given to the rights granted under this franchise. If the Town desires to purchase the electric system, the parties shall negotiate in good faith to decide a mutually acceptable purchase price. If the Town and the Company cannot agree within ninety (90) days, the Town may commence condemnation proceedings.
3. Continued Cooperation by Company. If the Town purchases or condemns, the Company shall continue service, in whole or in part, at the Town's request for the duration of this franchise pursuant to terms and conditions negotiated for such continued operation. The Company shall take no action that could inhibit the Town's ability to use the acquired system effectively or efficiently. At the Town's request, the Company shall supply electricity for use by the Town in the Town system.
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written notice, the Company may negotiate with others for the sale of the property; provided that the Company may not sell such property for an amount less than ninety-five percent (95%) of the appraised value without first providing the Town an opportunity to purchase such property at such lesser price, in which event the Town must notify the Company in writing within thirty (30) days if it wishes to purchase such property. It is understood that nothing in this paragraph shall preclude the Company from transferring real property to a subsidiary or affiliate without first according the Town the rights described above; provided that if the transferee proposes to sell or dispose of the property within one (1) year, it shall not do so without first affording the Town the rights described above.

5. Limitations of Company Removal. If this franchise is not renewed, or is forfeited, or the Company terminates any service provided for herein for any reason, and the Town has not provided for service, the Company shall not remove the electric system pending resolution of their disposition. The Company will not withhold any temporary services necessary to protect the public and in such event shall be entitled only to monetary compensation in no greater amount than it would have been entitled, were such services provided during the term of this franchise.
6. Forfeiture. Both the Company and the Town recognize there may be circumstances by which compliance with this franchise is impossible or delayed. 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 do any of its obligations under this franchise, the Town Board of Trustees may decide after public hearing with notice to Company whether such failure is of a substantial nature. Upon receiving notice of the determination, the Company shall have a reasonable time, not to exceed six months, in which to remedy the violations, unless the parties otherwise agree in writing. If after such time corrective actions have not been taken, the Town Board of Trustees may declare the franchise forfeited. This shall not limit or restrict any other rights or remedies available to the Town at law or equity.

L. Production of Power.

1. Company to Purchase Electricity. The Town reserves the right to produce electricity. If requested by the Town, the Company agrees to purchase Town-generated electricity pursuant to the Company's tariffs and to transport electricity made available for sale on terms and conditions comparable to other contracts being negotiated contemporaneously by the Company. Payment for generated power and energy shall be guaranteed over the term of the purchase contract.

2. Interconnection. To facilitate the purchase of Town-generated power and energy, at the Town's request and expense, the Company shall interconnect with all Town-owned generation sources and facilities. The Company shall construct, own and maintain the interconnection or any upgrade of the Company's existing interconnection facilities.
3. Curtailment. The Company shall not curtail contractual purchase of Town-generated power and energy except in emergency situations.

M. Miscellaneous.

1. Annexations to the Town. When any property owned by the Company becomes eligible for voluntary annexation to the Town, the Company will take whatever action is necessary to annex that property, upon request by the Town. No condition of annexation shall impair the Company's ownership of its property or its use of its land for utility purposes. Except as herein provided, the Company shall comply with all terms and conditions imposed upon the annexation by the Town that are no more stringent than those generally imposed upon property owners seeking annexation of their land to the Town.
2. Amendments. If the Town Board of Trustees or the Company propose amendments(s) hereto, both parties will negotiate within a reasonable time in good faith to agree on mutually satisfactory amendment(s). As used in this section "amendment" does not include a change authorized in Section 12-2-1 D. 4.
3. Successors and Assigns. The provisions of this Chapter shall inure to the benefit of and be binding upon successors and assigns of the Town and of the Company.
4. Representatives. Each party shall have a responsibility to whom notices shall be sent regarding this franchise. Initially, the Town's representative shall be the Town Clerk, and the Company's representative shall be the general manager. Notices, including notice of any change of representative, shall be in writing and forwarded by certified mail or hand delivery to the designated representative.
5. Severability. If any provisions of this Chapter are determined to be illegal or unenforceable, all other provisions shall remain effective. In such case, the parties shall proceed with due diligence to draft provisions that will achieve the original intent.
6. No Waiver. Neither the Town nor the Company shall be excused from complying with any provision of this franchise by any failure of the other insist upon or to seek compliance with such provisions.

7. Breach of Contract; Legal Remedies. If either party fails to fulfill any substantial obligations under this Chapter, the other will have a breach of contract claim against the defaulting party, in addition to any other remedy provided by law.

Section 2. Validity. The provisions of this Ordinance are declared to be severable and if any section, provision, or part of it shall be held unconstitutional or invalid, the remainder of this ordinance shall continue in full force and effect, it being the intent of the Board of Trustees that this ordinance would have been adopted even if such unconstitutional or invalid matter had not been included herein. It is further declared that if any section, provision, or part of this ordinance or the application of it to any person or circumstance, if held invalid, the remainder of this ordinance and the application of it to other persons or circumstances shall not be affected.

Section 3. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than three copies of the adopted code available for inspection by the public during regular business hours.

PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF MEAD, COLORADO, AND ORDERED PUBLISHED THIS 11th DAY OF MARCH, 19 91, AND ORDERED TO BECOME EFFECTIVE THIRTY DAYS AFTER ADOPTION.

PUBLISHED IN FULL IN THE LONGMONT TIMES-CALL ON THE 17th DAY OF March, 1990, 1991.

ATTEST:

Michael J. Lehmann
Mayor, Town of Mead

[Signature]
Town Clerk