

Chapter 2
CENTEL CORPORATION GRANTED FRANCHISE FOR
ELECTRICITY¹

SECTIONS:

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8B-2-1: Franchise Granted

That there be, and is hereby, granted to Centel Corporation, a Kansas Corporation, its successors and assigns, hereinafter referred to as the grantee, the right, privilege and franchise to construct, erect, build, own, operate and maintain, within the said Town of Westcliffe, Colorado such mechanical electrical or other appliances, plant and apparatus as may be necessary for the generation, transmission, transforming or distribution of electricity for illuminating, power and heating purposes, and any other purpose to which same may be applicable, with the right and privilege for the period and upon the terms and conditions herein specified, to construct, maintain and operate a transmission line or lines for the purposes of conducting into, from or through said Town, electricity generated there or elsewhere, and to sell or furnish electricity to the said Town and the inhabitants thereof, and to distribute the same by means of wires, cables, conduits and lines of poles with wires strung thereon, over, upon, along, under and across the streets, alleys, bridges, public ways and public places in the said Town and upon the extension or continuation of any such streets, alleys, bridges and public ways and places that may hereafter be laid out, opened or constructed. (Ord. 1-1987, 2-3-1987)

8B-2-2: Poles and Conduits Installed and Maintained by Grantee

All poles erected and all conduits installed and maintained by the grantee shall be kept in good repair and shall be located upon, under and along said public streets, alleys and public places, those placed in the streets to be located at the outer edge of the sidewalk and inside the curb line, and those placed in the alleys to be located close to the line of the lots abutting thereon, and in a

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Title 8B, Chapter 2 (Ordinance 1-1962) is replaced with (Ordinance 1-1987). A new franchise agreement has been granted. Ord. 1-987, 2-3-1987.

manner as approved by the Town. (Ord. 1-1987, 2-3-1987)

All electric transmission and distribution structures, conductors, and equipment installed in said Town shall be in compliance with the National Electric Safety Code. In erecting poles, installing conduits and stringing wires, all work shall be done in such manner, and said poles, wires, cables, conduits and lines shall be so arranged, as to give the people of the said Town of Westcliffe, the least possible inconvenience to the free use and occupancy of said streets, alleys, sidewalks and public grounds, and so as to interfere as little as possible with the laying of water pipes, or the construction of sewers and drains. (Ord. 1-1987, 2-3-1987)

All excavations occasioned in doing such work shall be refilled, regraded and repaired by said grantee at its own cost and expense, in a good, substantial and workmanlike manner and in full compliance with the ordinances of the Town of Westcliffe as they now are or as they may be amended. (Ord. 1-1987, 2-3-1987)

And the said grantee shall be and remain solely and exclusively responsible for all damage or damages to persons or property that may occur by reason of any negligence or unskillfulness in any and all construction, maintenance, repair or operation of any and all installations and facilities of grantee, and said grantee shall hold and save harmless the Town of Westcliffe from and against any and all loss or damage of any kind and description by reason thereof, and any cutting and trimming of trees that may be necessary for the stringing or the protection of wires or lamps shall be done under the supervision of the said Town. The Town shall have the right, without cost, to use all poles and suitable overhead structures within the Town for the purposes of installing wire thereon for any reasonable Town use; provided, however, that the grantee shall assume no liability or expense in connection therewith and such use of said poles and structures shall not interfere in any unreasonable manner with grantee's use of the same. (Ord. 1-1987, 2-3-1987)

8B-2-3: Notice to Grantee Required to Before Interfering with any Poles, Wires or Fixtures

Any person or corporation desiring to move a building or other structure along, or to make any unusual use of the streets, alleys and public ways of the Town which shall interfere with the poles, wires or other fixtures of said grantee, shall first give notice and shall pay to the said grantee a sum sufficient to cover the expense and damage incident to the cutting, altering and moving of the wires or other fixtures of said grantee before a permit is given by the Town therefore. Said grantee upon presentation of said permit, shall within twenty - four hours thereafter, provide for and do such cutting, altering and moving of the wires or other fixtures of the said grantee as may be necessary to allow such moving or other unusual use of the streets, alleys and public ways of the Town. (Ord. 1-1987, 2-3-1987)

8B-2-4: Franchise Granted and to Remain in Force for Twenty-Five (25) Years

This ordinance, and the rights, privileges and franchises hereby granted, shall be and remain in full force and effect for the period of twenty-five (25) years from and after its effective date, provided that the grantee shall, before such effective date, have filed with the Town Clerk of said Town its written acceptance of this ordinance, and in case of failure of said grantee to file such acceptance within the time so limited, this ordinance and the rights, privileges and franchises hereby granted shall be and become null and void, but the rights, privileges and franchises granted by this ordinance are granted upon the express condition that the said 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 the now existing laws of the State of Colorado, all works and plants erected hereunder and all property of said grantee actually used or useful for the convenience of said Town. (Ord. 1-1987, 2-3-1987)

8B-2-5: Grantee to pay Percentage of Earnings to Town

Said grantee shall pay to said Town, three per centum (3 per cent) of all collected gross earnings derived by said grantee from all electricity sold by it during the term of this franchise to inhabitants of said Town for light, heat and power purposes, and any other purposes to which same may be applicable, payment to be made to the Town Treasurer on or before the first day of February of each year for the percentage due said Town, provided always that the income derived from the sale of electricity to said Town for street lighting or other purposes shall not be considered part of said earnings or included therein. Said payment, shall be accompanied by a written accurate accounting, showing the grantee's collected monthly gross revenues from its activities in the Town of Westcliffe. (Ord. 1-1987, 2-3-1987)

Said payment shall be in lieu of all pole, wire, meter, occupation, privilege, franchise, license or other similar tax now or hereafter assessed or levied against said grantee by the Town for any purpose whatever, and should the Town at any time impose any such tax, then, and in that event, the obligation hereby imposed upon the grantee to pay the amount of three per centum (3 per cent) in this section provided, shall cease without affecting the remainder of this franchise. Grantee shall further pay the costs of all publications or other costs incident to the passage of this ordinance. (Ord. 1-1987, 2-3-1987)

8B-2-6: Definitions of "Grantee" and "Town"

The rights, privileges, franchises and easements hereby granted shall inure to the benefit of said Centel Corporation, its successors and assigns, and wherever the word "grantee" is used herein, the same shall refer and apply to said Centel Corporation, its successors and assigns, as if said Company, its successors and assigns, were mentioned in each instance, and wherever the words "Town" or "Town of Westcliffe" are used, they shall be deemed and taken to mean the "Town of Westcliffe, in the County of Custer, in the State of Colorado." (Ord. 1-1987, 2-3-1987)