

ORDINANCE NO. 3, SERIES 2021

A FRANCHISE ORDINANCE GRANTING CERTAIN RIGHTS AND PRIVILEGES TO RT COMMUNICATIONS, INC. DBA RANGE AND ITS SUCCESSORS AND ASSIGNS

BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF UPTON,
WESTON COUNTY, WYOMING:

SECTION 1: GRANT OF AUTHORITY

There is hereby granted by the Town of Upton, Wyoming, hereinafter called the "Town", to RT Communications, Inc. dba Range, its successors and assigns, hereinafter called the "Company", the non-exclusive right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the streets, alleys, public ways and public places now in use or dedicated, and all extensions thereof and additions thereto in the Town, poles, wires, cables, underground conduits, manholes, vaults, and other communications fixtures necessary or proper for the maintenance and operation in said Town of the Company's communications business; provided, however, that no poles, wires, cables, underground conduits, manholes, vaults, and other communications fixtures shall be placed where the same will interfere with any street, roadway or traffic control facilities or with existing utility facilities of the Town or any other private utility or with any future utilities the Town reasonably believes may be constructed by the Town. All such poles, wires, cables, underground conduits, manholes, vaults, and other communications fixtures of Company shall be installed and placed in such a manner as to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any said streets, alley or public ways and places.

SECTION 2: COMPANY LIABILITY

The Company shall, at all times during the life of this franchise, be subject to all lawful exercise of the policy power by the Town and to such reasonable regulations as the town may, be resolution or ordinance, hereafter provide. It is expressly understood and agreed by and between the Company and the Town, that the Company shall save the Town harmless and indemnify the Town from all loss sustained by the Town on account of any suit, judgment, execution, claim or demand whatsoever arising out of Company's operations within the Town under this franchise. Town shall promptly notify Company at the address listed herein of any claim or demand, either by suit or otherwise, made against Town arising out of Company's operations within the Town under this franchise.

SECTION 3: TERM OF FRANCHISE

The Franchise and rights granted herein shall continue in force and effect for the term of five (5) years following the effective date of this Ordinance and will continue in full force and effect following the initial 5-year term until terminated by either party upon six (6) months' written notice.

SECTION 4: FRANCHISE FEE

- A. As a consideration for all franchise rights and contractual privileges granted by the Town under the franchise hereby granted, Company shall pay to the Town an amount equal to two percent (2%) of Company's gross revenue. Gross revenue will be defined as the gross operating revenue from the sale of local telephone exchange service within the corporate limits of the town, excluding any state or federal excise or business taxes that are paid by the Company. Payments to the Town will be paid quarterly within 30 days after the end of the calendar quarter.
- B. In consideration of the Franchise payments provided for, it is understood and agreed by the Company and the Town, that these payments shall be in lieu of any and all other licenses, occupation, franchise or excise taxes which might otherwise be levied or collected by the Town from the Company in respect to the Company's telecommunications business within the corporate limits of the Town. Should the Town levy, charge or collect, or attempt to levy, charge or collect any other license, occupation, franchise or excise tax, the Company's obligation to make franchise payments hereunder shall be reduced to the extent that such other taxes are levied and collected by the Town.

SECTION 5: CONDUCT OF BUSINESS, INSPECTION OF BOOKS

The rate which the Company may charge for telecommunications services furnished shall be fixed in accordance with the Company tariffs on file with, and approved by the Wyoming Public Service Commission, and in conformity with the laws and Constitution of the State of Wyoming.

The Town shall have the right, upon reasonable notice to the Company to inspect the books and records of the Company pertaining to the Company's gross revenue for local exchange service received from subscribers located within the Town.

SECTION 6: ANNEXATION OF TERRITORY

If Town annexes territory during the term of this franchise, Company shall have no duty to include in its franchise fee any revenues received from subscribers within the newly annexed area unless and until Town notifies Company of the annexation and provides Company with a copy of the annexation ordinance. Once notified, Company shall include such revenues effective on the first day of the calendar month following notification.

SECTION 7: USE OF STREETS

The opening of any street, alley, parkway, or other public place, and the laying or erecting of poles, wires, cables, underground conduits, manholes, vaults and other necessary communications fixtures by the Company, its agents and employees, shall be subject to all rules, regulations, ordinances and laws of Town. All streets, alleys, parkways and other public places disturbed by Company shall be promptly restored to as good as condition as before work was commenced, but in no event shall such restoration period exceed fourteen days without the express, written consent of the Town.

SECTION 8: NOTICE

Town shall notify Company at the following address:

RT Communications, Inc. dba Range
130 S. 9th Street
Worland, Wyoming 82401

Company may change its address for purposes of notification at any time during the term of this franchise upon written notice to Town of the new address.

Dated November 9, 2021 TOWN OF UPTON, WYOMING

ATTEST

Kelley Miller
Town Clerk

By: Travis Beck
Mayor

First Reading: July 13, 2021

Second Reading: August 10, 2021

Third Reading: November 9, 2021

Publication: November 18, 2021

Accepted and agreed to by RT Communications, Inc. dba Range.

Dated _____, 2021

ATTEST

Controller

By: _____
VP/General Manager