

Chapter 2

UTAH POWER AND LIGHT COMPANY

13-2-1: DEFINITIONS:

When used in this chapter, unless the context otherwise requires, the following terms and their derivatives shall have the meaning herein given:

CITY: The city of Green River, Utah.

GRANTEE: Utah Power and Light Company, its successors and assigns. (1995 Code § 28-2-1)

13-2-2: RIGHT OF FRANCHISE GRANTED:

There is hereby granted to Utah Power and Light Company, its successors and assigns, the right, privilege or franchise, until December 9, 2002, to construct, maintain and operate in the present and future streets, alleys and public places in the city of Green River, Utah, and its successors, electric light and power lines, together with all the necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines, and telegraph and telephone lines for its own use), for the purpose of supplying electricity to said city, the inhabitants thereof, and persons and corporations beyond the limits thereof for lights, heat, power and other purposes. (1995 Code § 28-2-2)

13-2-3: TRAFFIC INTERFERENCE:

Poles and towers shall be so erected as to interfere as little as possible with traffic over said streets and alleys. (1995 Code § 28-2-3)

13-2-4: ESTABLISHED PRACTICES:

All lines constructed under this grant shall be constructed in accordance with established building code ordinances. (1995 Code § 28-2-4)

13-2-5: LIABILITY OF CITY:

The city shall in no way be liable or responsible for any accident or damage that may occur

in the construction, operation or maintenance by the grantee of its lines and appurtenances hereunder, and the acceptance of this franchise shall be deemed an agreement on the part of said grantee, its successors and assigns, to indemnify said city and to hold it harmless against any and all liability, loss, cost, damage or expense which may occur to said city by reason of the neglect, default or misconduct of the grantee in the construction, operation or maintenance of its lines and appurtenances hereunder. (1995 Code § 28-2-5)

13-2-6: FRANCHISE TAX:

The city may assess a franchise tax upon sixty (60) days' written notice to Utah Power and Light Company, Southern Division, 51 East Main, American Fork, Utah, 84003, subject to existing federal, state and local laws, rules and regulations. (1995 Code § 28-2-6)

13-2-7: ACCEPTANCE TO BE FILED:

The grantee shall file its written acceptance of this franchise with the clerk of the city council within thirty (30) days after its passage. (1995 Code § 28-2-7)

13-2-8: EFFECTIVE DATE:

This chapter shall take effect as soon as it shall be published or posted as required by law, deposited and recorded in the office of the clerk, and accepted as required herein. (1995 Code § 28-2-8)