

ORDINANCE NO. 11

AN ORDINANCE GRANTING A FRANCHISE BY THE TOWN OF BRECKENRIDGE, SUMMIT 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 BRECKENRIDGE, A PLANT OR PLANTS, SUBSTATIONS, AND WORKS, FOR THE PURCHASE, STORAGE, 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 BRECKENRIDGE AND THE INHABITANTS THEREOF, FOR LIGHT, HEAT AND POWER, OR OTHER PURPOSES, BY MEANS OF PIPES, MAINS, CONDUITS, CABLES, POLES AND 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 BRECKENRIDGE, AND FIXING THE TERMS AND CONDITIONS THEREOF.

BE IT ORDAINED BY THE BOARD OF TRUSTEES, OF THE TOWN OF BRECKENRIDGE, SUMMIT COUNTY, COLORADO:

ARTICLE I.

Whenever the word Town is hereinafter employed, it shall designate the Town of Breckenridge, Summit 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. The term "gas, either natural, artificial or mixed", shall include liquid petroleum gas.

ARTICLE II.

Section 1. Grant of Authority - Gas and Electricity.

There is hereby granted to the Company the non-exclusive 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, storage, 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 through 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. Location of Mains, etc. The Company is further granted the non-exclusive 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, storage facilities, 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. Plants or structures

constructed on private property shall be in accordance with protective covenants of record. In case of any disturbance of pavement, sidewalk, driveway or other surfacing, Company shall, at its own cost and expense and in a workmanlike manner replace and restore all paving, sidewalk, driveway or surface of any street or alley disturbed, and shall maintain such repairs for a period of twelve months thereafter. 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. Adaptability. The mains and pipes of the distribution system installed initially for the service of liquid petroleum or similar gas shall be of a size sufficient to be readily adapted to the distribution of natural gas having a heating value of approximately 850 BTU per cubic foot at an absolute pressure of 14.73 pounds per square inch at a temperature of 60 degrees Fahrenheit and saturated.

Section 4. 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 5. 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 lay, make or change street grades, pavements, sewers, water mains or other Town works, such changes shall be made by the Company at its own expense.

Section 6. 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. Initial Supply-Future Change. Liquid petroleum gas may be supplied initially hereunder. At such time as the amount of such gas sold or contracted to be sold by Company to customers in the Towns of Breckenridge, Dillon and Frisco, and in the areas immediately adjacent thereto, when adjusted to a normal weather year, shall equal the amount of 160,000 MCF per annum or more of natural gas of the heat content stated in Section 3, Article II hereof, which volume is estimated to make economically feasible the construction of pipeline facilities to said Towns by Company's pipeline supplier and the service of natural gas therein by Company, the service of natural gas shall be substituted for the service of liquid petroleum gas. Such substitution shall be made as soon thereafter as the Company's pipeline supplier can construct and place in operation the necessary pipeline facilities to supply such natural gas.

Section 2. Odorizing of Gas. The Company shall, unless the gas contains adequate natural odorant, odorize the gas to the extent

necessary to produce a detectable and recognizable odor.

Section 3. Heating Value. The liquid petroleum gas to be supplied hereunder shall be undiluted propane gas having approximately 91,500 BTU per gallon and shall be delivered to appliances under a pressure equivalent to 11 inches of water column. In the event that developments in the industry should make desirable the delivery of gas at a different pressure, such change may be made at the option of Company.

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 4. 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, liquid petroleum or mixed gas for the unexpired term of this franchise. If Company within a reasonable period after the failure of the supply of natural gas shall fail to supply to its customers either artificial, liquid petroleum or mixed gas, the franchise rights granted herein for the supply of gas shall terminate.

Section 5. Conversion. The Company shall defray all necessary expenses incident to the adjustment of domestic appliances, including the changing or redrilling of orifices or burners, in making the substitution of natural gas for liquid petroleum gas and shall also defray such expenses in the event it should later be necessary to revert to artificial, liquid petroleum or mixed gas.

Section 6. Restoration after Destruction. In case the system

of the Company shall be partly or wholly destroyed or incapacitated, the Company shall restore or repair said system so as to render satisfactory service within the shortest practicable time.

ARTICLE IV.

Section 1. Rates - Regulation. The Company shall furnish electrical energy and gas within the corporate limits of the Town or any additions 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, and 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 enlargement 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 and 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 Leadville, 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 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 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 from the sale of electricity, after any adjustment of charges for such service theretofore made, excluding any revenue received from the Town for electric service furnished it at municipal rates and excluding all revenue received in excess of \$2,500.00 per annum from the sale of electric service rendered to each customer at any one location, within the corporate limits of the Town during the term of this franchise; and, during the period of this franchise that gas is served hereunder, a sum equal to two percent (2%) of its gross revenue from the sale of gas service within the corporate limits of the Town, after any adjustment of charges for such service theretofore made, excluding any revenue received from the Town for gas service furnished it at municipal rates and excluding all revenue received in excess of \$2,500.00 per annum from the sale of gas service rendered to each customer at any one location. Payments shall be made on or before the first day of March of each year for the calendar year next previous. The initial and final payments on account of the respective services shall be adjusted for the portions of the years at the beginning and at the end of the periods for which payments are made. 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 or accountant appointed by the Board of Trustees of said Town shall have access to the books of said Company in Leadville for the purpose of checking the gross revenue received from operations within said Town.

Section 2. Increase in Franchise Tax. In the event that during the term of this franchise, Company should agree to pay to any city or town in Summit County, in which it is rendering either gas or electric service, or both, under a franchise, a franchise tax of more than two percent (2%) of gross revenue derived from either gas or electric sales, Company agrees to pay a like percent of the respective gross revenue, derived as set forth in Section 1 above, under this franchise.

ARTICLE VI.

Section 1. Term. 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, and shall at its own expense and in a workmanlike manner replace and repair all paving and maintain same for a period of twelve months.

Section 3. Restriction on Assignment. The franchise herein granted shall not be assigned or transferred except with the express consent of the city, provided that such consent shall not be unreasonably refused.

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, as it relates to this ordinance, 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. Filing of Acceptance. The Company shall within thirty (30) days after the passage and publication of this ordinance file with the Town Clerk its acceptance of the same in writing, signed by its proper officers and attested by its corporate seal, and shall proceed with diligence to complete the gas system referred to herein, and in the event such gas service is not available prior to September 1, 1964, then in such event the Board of Trustees may, by appropriate ordinance, terminate the franchise rights granted herein relating to gas distribution.

Section 6. Separability. It is agreed and understood that in the event the Town should wish to purchase or condemn the electrical distribution system or the 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 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 gas distribution system.

Section 7. Repeal of Existing Franchise Ordinance. The ordinance granting the present electric franchise to Company shall upon the acceptance of the franchise herein granted be superseded, repealed and cancelled except that Company shall remain liable to Town for any obligations incurred thereunder, which the Town may enforce hereafter in any manner provided by law.

INTRODUCED, READ AND ORDERED PUBLISHED, the 8th day of May, A. D. 1963.

PASSED, ADOPTED AND APPROVED, this 12th day of June, A. D. 1963.

Frank L. Leonard
Mayor

SEAL

ATTEST:

Eva Jane Emery
Town Clerk

Town
2/15/63

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 Breckenridge, County of Summit, State of Colorado, to be held on May 8, 1963 at the hour of 7:30 o'clock P.M., at its usual place of meeting in the Town of Breckenridge, 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 15th day of April, A.D. 1963.

PUBLIC SERVICE COMPANY OF COLORADO

By M. Powell
Vice-President

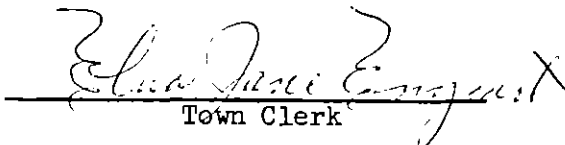
MS.

NOTICE AS TO FURTHER CONSIDERATION OF
ORDINANCE GRANTING FRANCHISE TO
PUBLIC SERVICE COMPANY OF COLORADO

I, Elva Jane Enyeart, the duly qualified and acting Town Clerk of the Town of Breckenridge, Summit County, Colorado, certify that the annexed proposed ordinance of said Town of Breckenridge, granting to PUBLIC SERVICE COMPANY OF COLORADO, a franchise for the purposes therein mentioned was, at a regular meeting of the Board of Trustees of said Town of Breckenridge, held on the 8th day of May, 1963, introduced and read in full and the Board decided that it desired to further consider the granting of the rights and privileges sought for in the proposed ordinance at the regular meeting of the Board to be held on June 12, 1963, at the hour of 7:30 o'clock P.M., at its usual place of meeting in the Town of Breckenridge, Colorado, and that a copy of this notice and the proposed ordinance be published in the Summit County Journal, a weekly paper of general circulation in said Town of Breckenridge for a period of not less than two weeks, or three consecutive insertions thereof prior to the time when such ordinance is to be again read.

By reason of the foregoing, public notice is hereby given that at the next regular meeting of the Board of Trustees of the Town of Breckenridge on June 12, 1963, the annexed proposed ordinance will come up before the Board of Trustees of the Town of Breckenridge for consideration by the Board as to its adoption and passage, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Town Seal this 8th day of May, A.D. 1963.


Town Clerk

(SEAL)

PROCEEDINGS OF THE BOARD OF TRUSTEES OF THE
TOWN OF BRECKENRIDGE, SUMMIT, COUNTY, COLORADO

May 8, 1963

The Board of Trustees of the Town of Breckenridge, Summit County, Colorado, met in regular session at its regular meeting for the month of May on May 8, 1963 at the Town Hall in said Town.

Present: Mayor Frank F. Brown and Trustees

Carl P. Enyeart, Jr., Loren R. Enyeart, Lawrence C. Evans, and

Theodore J. Fletcher

and the Town Clerk _____

Elva Jane Enyeart

. Absent: Fred L. Harris, David A. Williams,

The Public Service Company of Colorado, acting by James L. Higday, its Division Manager, then filed with the Board of Trustees its Notice of Application for a franchise entitled:

AN ORDINANCE GRANTING A FRANCHISE BY THE TOWN OF BRECKENRIDGE, SUMMIT 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 BRECKENRIDGE, A PLANT OR PLANTS, SUBSTATIONS, AND WORKS, FOR THE PURCHASE, STORAGE, 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 BRECKENRIDGE AND THE INHABITANTS THEREOF, FOR LIGHT, HEAT AND POWER, OR OTHER PURPOSES, BY MEANS OF PIPES, MAINS, CONDUITS, CABLES, POLES AND 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 BRECKENRIDGE AND FIXING THE TERMS AND CONDITIONS THEREOF.

which application was duly read to the Board.

The Town Clerk then presented to the Board the affidavit of F. R. Bochaty, the editor and publisher of the Summit County Journal, a weekly newspaper of general circulation published in said Town of Breckenridge, showing that said Notice of Application had been published for three consecutive insertions and that the first publication of said notice was in the issue dated April 19, 1963, the second in the issue dated April 26, 1963 and the last in the issue of May 3, 1963, which affidavit of publication was ordered made a part of the records of the Board, it being hereby recited and declared that upon

Proceedings of the Board of Trustees of the
Town of Breckenridge, Colorado
June 12, 1963

The Board of Trustees of the Town of Breckenridge, Summit County, Colorado, met in regular session at its regular meeting for the month of June, 1963 on June 12, 1963, at the Town Hall in said Town of Breckenridge.

Present: Mayor Frank F. Brown and Trustees Carl P. Enyeart, Jr., Loren R. Enyeart, Lawrence C. Evans, Theodore J. Fletcher, Fred L. Harris, and David A. Williams
Elva Jane Enyeart and the Town Clerk.
Absent: None.

Elva Jane Enyeart, Town Clerk, presented to the Board the affidavit of Francis R. Bochatay, the publisher of the Summit County Journal as to publication of the Notice of Further Consideration of the proposed ordinance entitled:

AN ORDINANCE GRANTING A FRANCHISE BY THE TOWN OF BRECKENRIDGE, SUMMIT 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 BRECKENRIDGE, A PLANT OR PLANTS, SUBSTATIONS, AND WORKS, FOR THE PURCHASE, STORAGE, 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 BRECKENRIDGE AND THE INHABITANTS THEREOF, FOR LIGHT, HEAT AND POWER, OR OTHER PURPOSES, BY MEANS OF PIPES, MAINS, CONDUITS, CABLES, POLES AND 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 BRECKENRIDGE AND FIXING THE TERMS AND CONDITIONS THEREOF.

Said affidavit stated that the said notice was published in the entire and regular issue of said Summit County Journal, a weekly newspaper, for three consecutive insertions, and that the first publication of said notice was in the issue dated May 24, 1963, the second in the issue of May 31, 1963, and the last in the issue of June 7, 1963, which affidavit of publication was ordered made a part of the records of the Board of Trustees, it

being hereby recited and declared that upon all of said dates mentioned herein there was no paper of general circulation published daily in said Town of Breckenridge.

Said Notice of Further Consideration stated that the proposed ordinance had been introduced and read in full for the first time at the regular meeting of the Board of Trustees held on the 8th day of May, 1963, and that at the next regular meeting of the Board on June 12, 1963 such proposed ordinance would come up before the Board for consideration by it as to its adoption and passage as provided by law.

Said proposed ordinance granting to the Public Service Company of Colorado said franchise was thereupon put upon its final passage and the proposed ordinance was then read in full to the Board of Trustees.

It was moved by Trustee Carl P. Enyeart, seconded by Trustee David A. Williams that such proposed ordinance, which has just been read, be now passed and adopted as an ordinance of the Board of Trustees.

The ayes and nays being called, the following voted aye, Trustees Carl P. Enyeart, Jr., Loren R. Enyeart, Lawrence C. Evans, Theodore J. Fletcher, Fred L. Harris, and David A. Williams
_____ and the following voted nay None
_____.

It appearing that a majority of all the Board voted aye, said ordinance was declared passed and adopted by the Board of Trustees of the Town of Breckenridge and was numbered as Ordinance No. 11.

The Board directed that the ordinance which had just been passed, upon its signing by the Mayor, be recorded in the Ordinance Book and authenticated in such book by the signatures of the Mayor and Town Clerk, that the Town Clerk issue a certificate as to the proper introduction, reading, publication and passage of said ordinance, and that said ordinance be published, together with such certificate as to proper procedure, in the Summit County Journal.


Town Clerk

SEAL