

APPENDIX B – FRANCHISES

ARTICLE II. COMMUNICATIONS FRANCHISE

ORDINANCE # 5-2026

AN ORDINANCE GRANTING A FRANCHISE TO RT COMMUNICATIONS, LLC DBA RANGE ON BEHALF OF ITSELF AND ITS OPERATING AFFILIATES (“RANGE”) TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM (“SYSTEM” OR “THE SYSTEM”) IN MOORCROFT, WYOMING (“TOWN” OR “THE TOWN”).

The Town hereby ordains that it is in the public interest to grant Range a Franchise to operate the System pursuant to the terms and conditions contained herein.

FINDINGS

In review of Range, the Town of Moorcroft, Wyoming makes the following findings:

Range’s technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;

Range’s plans for operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard; and

The Franchise granted to Range by the Town complies with the existing laws and regulations of the Town of Moorcroft, Wyoming and the State of Wyoming.

Sec. 1. Grant of Franchise.

The Town hereby grants to Range the non-exclusive right, privilege and authority to construct, maintain, operate, upgrade, adjust, protect, support, raise, lower, disconnect, remove and relocate its cables, poles, wires, conduits, conductors, pipes, and related appurtenances (“Facilities”) for its System in, under, along, over and across the present and future streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, rights of way and similar public areas of the Town (“Rights-of-Way”), for the purpose of providing telecommunications services to the Town’s inhabitants, hereinafter “the Franchise” or “Franchise.” The Franchise Area is defined as the area within the legal boundaries of the Town, including any areas annexed by the Town during the Term of this Franchise. The grant of this Franchise shall not confer upon Range the right to allow others to use or utilize the Town’s Rights of Way without the prior consent of the Moorcroft Town Council. This includes but is not limited to any lease or other sharing arrangement for the use of any Town equipment located in the Rights-of-Way by any party not possessing an approved franchise agreement with the Town of Moorcroft. The Franchise does not include any rights to attach to, access, or use any Town utility pole, raceway, or other Town infrastructure; all such rights shall be governed by a separate pole agreement, raceway agreement, or other written agreement.

Sec. 2. Acceptance by Range

Within forty-five (45) days after the passage of this Ordinance by the Town, Range shall file a signed copy thereof with the Town clerk, otherwise the Ordinance and the rights granted herein shall be null and void.

Sec. 3. Term

The Franchise is effective as of acceptance by Range. The term of the Franchise is fifteen (15) years from the effective date. At the expiration of the initial term, the Franchise will renew automatically for successive five (5) year terms unless either party provides written notice of its intent to terminate or its request to renegotiate the terms of the Franchise no later than 180 days before the expiration of the then-current term.

Sec. 4. Franchise Fee

As of the effective date of the Franchise, Range will pay the Town a 3% fee calculated as a percentage of Range Gross Revenue (as defined in Appendix A hereto) generated by the System.

Sec. 5. Records Inspection

Range shall make available to the Town, upon reasonable advance written notice of no less than sixty (60) days, such information determined by the Town in its reasonable discretion to be necessary to determine or enforce Range's compliance with the terms of this Ordinance in such form and at such times as Range can reasonably make available. Such information provided to the Town that is marked confidential and proprietary shall be kept confidential by the Town to the extent permitted by applicable law including the Wyoming Public Records Act (W.S. § 16-4-201 et seq) Subject to the applicable law, any such information provided to the Town (including all copies thereof) shall be immediately returned to Range or destroyed following the Town's review.

Sec. 6. Non-Exclusive Franchise

The right to use and occupy the Rights-of-Way of the Town shall be non-exclusive, and the Town reserves the right to use the Rights-of-Way for itself and to grant access, including franchise rights, to any other public or private entity. The Town, however, shall not unreasonably interfere with Range's Facilities or the rights granted Range herein. In no event shall any requirements related to the plan, design, construction, installation, or operation of the Facilities or requirement for Range to abide by ordinances, codes, or construction and design specifications required of all parties accessing the Town's Rights-of-Way be construed or deemed to unreasonably interfere with the Facilities or such rights.

Sec. 7. Town Regulatory Authority

The Town reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its authority to manage the Rights-of-Way or the powers granted to the Town for the protection of the health, safety and welfare of its citizens and their properties consistent with applicable Federal and State law, and this Franchise shall be subject to all such additional ordinances and regulations.

Sec. 8. Indemnification

Range shall indemnify, defend, and hold harmless the Town and its officers, agents, employees, successors, and assignees from any and all third-party claims, lawsuits, losses, and liability arising out of Range's negligent or willful actions related to the location, construction, operation, or maintenance of the Facilities or use and occupancy of the Rights- of Way, provided however that Range shall not be required to indemnify the Town under this provision to the extent any such claims, lawsuits, losses, or liability are attributable to the negligence or wrongful actions or inactions of the Town, its officials, boards, commissions, agents, contractors and/or employees.

Sec. 9. Insurance Requirements

Range will maintain in full force and effect for the Term of the Franchise, at Range's expense, the following insurance coverage:

- (a) Workers' Compensation and Company's Liability Insurance. Range shall provide to the Town proof of workers' compensation coverage for all its employees who are to work on the Facilities within the Rights-of-Way. Range's coverage shall be under the Wyoming Worker's Safety and Compensation program, if statutorily required, or such workers' compensation insurance as appropriate. If Range's workers' compensation insurance is provided by a private insurance company, such insurance shall include liability coverage, in an amount not less than one million dollars (\$1,000,000.00) per employee for each accident and disease. The Company shall also obtain proof of workers' compensation and employer's liability insurance on any contractor before allowing that contractor on the job site.
- (b) Commercial General Liability Insurance. Range shall provide coverage, during the entire Term, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) general aggregate.
- (c) Business Automobile Liability. Range shall maintain, during the entire Term, automobile liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- (d) Policies Primary. All policies required hereunder shall be in effect for the Initial Term and any Renewal Terms. All policies shall be primary and not contributory. Range shall pay the premiums on all insurance policies, and all insurance certificates must include a

- clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Town.
- (e) Town as Additional Insured. All insurance policies required hereunder, except workers' compensation, shall name the Town as an additional insured, and shall contain a waiver of subrogation against the Town, its agents and employees. Range shall provide copy of an endorsement providing this coverage.
 - (f) Town's Right to Reject. The Town reserves the right to reject a certificate of insurance if the insurance company is widely regarded in the insurance industry as financially unstable.

Sec. 10. Relocation of Facilities

10.1 Relocation for the Town. Range shall, upon receipt of advance written notice of not less than one hundred and twenty (120) days, protect, support, adjust, raise, lower, temporarily disconnect, relocate, or remove any Range property located in Rights-of-Way when required by applicable law or requested by the Town pursuant to an approved capital improvement project. Range shall be responsible for any costs associated with these obligations to the extent required under applicable federal or state law.

10.2. Relocation for a Third Party. Range shall, at the request of any person holding a lawful permit issued by the Town, protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove any Range property located in the Rights-of-Way, provided that the cost of such action is borne by the third party requesting it, and Range is given advance written notice of not less than one hundred and twenty (120) days. In said situation, Range may require advance payment of the costs from the third-party.

10.3 Alternatives to Relocation. Range may, after receipt of written notice requesting a relocation of Facilities, submit to the Town written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Rights-of-Way. The Town shall promptly evaluate such alternatives and advise Range in writing if one or more of the alternatives are suitable. If requested by the Town, Range shall promptly submit additional information to assist the Town in such evaluation. The Town shall give each alternative proposed by Range full and fair consideration. In the event the Town determines there is no reasonable alternative, Range shall relocate the components of the System as otherwise provided herein. Notwithstanding the foregoing, Range shall in all cases have the right to abandon the Facilities.

Sec. 11. Vegetation Management

Range shall have the authority, but not the obligation, to trim trees and other natural growth in the Rights-of-Way in order to access and maintain its Facilities in compliance with applicable law and industry standards. This right shall in no way impose a duty on Range; instead, this right gives permission to Range should Range elect to conduct such activities from time-to-time in order to access and maintain its Facilities. Damage to private or public property incurred under this section shall be the responsibility of Range.

Sec. 12. Revocation of Franchise for Non-Compliance

12.1 In the event the Town believes that Range has not complied with the terms of this Ordinance, the Town shall informally discuss the matter with Range. If these discussions do not lead to resolution of the problem, the Town shall notify Range in writing of the exact nature of the alleged non-compliance.

12.2 Range shall have thirty working (30) days from receipt of the written notice described in Section 12.1, above to either respond to the Town, contesting the assertion of non-compliance, or otherwise initiate reasonable steps to remedy the asserted non-compliance issue, notifying the Town of the steps being taken and the projected date that the steps will be completed.

12.3 In the event that Range does not comply with subsection 12.2, above, the Town shall schedule a public hearing to address the asserted non-compliance issue. The Town shall provide Range at least fifteen working (15) days prior written notice of and the opportunity to be heard at the hearing.

12.4 Subject to applicable federal and state law, in the event the Town, after the hearing set forth in subsection 12.3, determines that Range is non-compliant with this Ordinance, the Town may:

- A) Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages; or
- B) Commence an action at law for monetary damages or equitable relief; or
- C) In the case of substantial non-compliance with a material provision of the Ordinance, seek to revoke the Franchise in accordance with subsection 12.5, below.

12.5 Should the Town seek to revoke the Franchise after following the procedures set forth above the Town shall give written notice to Range. Range shall have ninety (90) days from receipt of such notice to object in writing and state its reason(s) for such objection. Thereafter, the Town may seek revocation of the Franchise at a public hearing. The Town shall cause to be served upon Range, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise. At the designated hearing, the Town shall give Range an opportunity to state its position on the matter, after which the Town shall determine whether or not the Franchise shall be revoked. Range may appeal the Town's determination to an appropriate court, which shall have the power to review the decision of the Town *de novo*. Such appeal must be taken within sixty (60) days of the issuance of the Town's determination. The Town may, at its sole discretion, take any lawful action which it deems appropriate to enforce its rights under this Ordinance in lieu of revocation.

12.6 The provisions of this Section 12 shall not be construed to be a waiver by either Range or the Town of any rights related to the grant, termination, or revocation of a franchise available under applicable law.

Sec. 13. No Waiver

The waiver of any breach of any term or condition in this Franchise shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

Sec. 14. Transfer of Franchise

Range's right, title or interest in the Franchise shall not be sold, transferred or assigned, or otherwise encumbered without permission from the Town, which permission shall not be unreasonably withheld.

Sec. 15. Amendment

This Ordinance and the Franchise granted hereunder may be changed, modified, revised, or amended only by a written agreement of the parties and approval by the Town Council if required.

Sec. 16. Force Majeure

Any failure of either party to perform its obligations under this Agreement shall not be a breach of this Agreement to the extent such failure results from Acts of God (including fires, hurricanes, earthquakes, tornadoes, flooding, snow storms, severe thunderstorms or similar natural occurrences), war, riots and civil insurrection, outbreaks of hostilities, states of emergency, governmental action (other than action by the Town), delay or inaction that did not result from wrongdoing by the party involved in such governmental action, supply shortages (including power, gasoline and other fuel shortages), omissions of third parties when such omissions did not occur due to action or inaction or the party failing to perform, labor disputes, shortages, strikes or walkouts or transportation delays, or similar occurrences beyond the reasonable control of the other party. A party relying upon an event of Force Majeure shall give prompt written notice to the other party of any such event of Force Majeure and shall use its commercially reasonable efforts to remedy the same or the causes thereof. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

Sec. 17. Provisions of Term

If, after the effective date of this Ordinance, should there be any enactment or promulgation of any federal or state law, regulation or order, or a decision of a court of competent jurisdiction that significantly changes Range's or the Town's rights or obligations with respect to the Franchise granted by this Ordinance, or that pertains to any of the terms or provisions herein, including, but not limited to, the imposition, payment, collection or treatment of the franchise fees payable hereunder, then Range and the Town, by providing written notice to the other party, each shall have the right to request that affected portions of the Franchise Ordinance be amended or that there be an addendum hereto. The parties shall commence good-faith negotiations within sixty (60) days or other time period required by law. Any amendment or addendum agreed to by the parties shall become effective upon the passage and acceptance of such amendment or addendum. In the event that an amendment or addendum cannot be agreed upon pursuant to the terms of this section, either the Town or Range may file an action with any court or agency with competent jurisdiction to conform the Franchise to the new law, regulation or order.

Sec. 18. Notices

Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within five (5) business days after such notice is deposited with the United States Postal Service, postage prepaid, certified and addressed to the parties as set forth below:

If to Town: Town of Moorcroft
 PO Box 70
 Moorcroft, WY 82721
 Email: clerktreas@townofmoorcroft.com

With copies to: Mayor & Clerk

If to Range: Range
 130 S. 9th St.
 Worland, WY, 82401
 Email: legal@range.net

Sec. 19. Severability

If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including any federal or state regulatory authority having jurisdiction thereof, or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the Term of the Franchise or any renewal or renewals thereof.

CONSIDERED and APPROVED this 8th day of April, 2026.

Town of Moorcroft:

Dale Petersen
Dale Petersen, Mayor

(S E A L)

ATTEST:

Jesse Connally
Jesse Connally, Town Clerk

1st Reading: March 11, 2026

2nd Reading: March 25, 2026

3rd Reading: April 8, 2026

ACCEPTED BY RANGE:

By: Adria Trembly

Name: Adria Trembly

Title: Regional Manager

Date: 04/09/2026

APPENDIX A

CALCULATION OF FRANCHISE FEE

The following retail local exchange telecommunications products provided by Range to Range's customers within the Franchise Area are subject to the Franchise fee outlined in Section 4 of this agreement:

- Business Local Access, Flat Rate
- Residential Local Access, Flat Rate
- Local Access Trunks
- Business Local Access—including Flat Rate, Multiparty, and Extended Area Service
- Business Measured Usage Local Access Service
- Flat Usage Local Access Trunks
- Low Income Telephone Assistance Program Local Access
- Measured Rate Local Access Trunk Usage
- Message Rate Local Access Trunk Usage
- Public Access Line (PAL) Service
- Residential Local Access—including Flat Rate, Multiparty, and Extended Area Service
- Residential Measured Usage

The following is a non-exclusive listing of revenue categories not representing the retail sale of local access services and therefore excluded from the definition of Gross Revenues and, therefore, are not included in the calculation of Franchise fees:

- Bad debt write-offs and customer credits;
- Installation, upgrade, disconnection or late fees, including non-sufficient funds charges;
- Fees for the leasing or sale of equipment;
- Any amounts collected for taxes, fees, or surcharges and paid to the federal, state or local governments;
- Any amounts collected from customers that are to be remitted to a federal or state agency as part of a Universal Service Fund or other government program;
- Any franchise fees that are not chargeable per federal or state law;
- Revenues from Internet access;
- Revenues from any carrier purchased for resale; and
- Revenues from private-line services not for local access.