

**Town of Basalt  
Ordinance No. 15  
Series of 2018**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BASALT,  
COLORADO, GRANTING A FRANCHISE TO BLACK HILLS GAS DISTRIBUTION,  
LLC D/B/A/ BLACK HILLS ENERGY**

RECITALS:

- A. The Town of Basalt ("Town") is a Colorado home rule municipality organized pursuant to Article XX of the Colorado Constitution and under the Town of Basalt Home Rule Charter (the "Town Charter");
- B. Article XII of the Town Charter vests the Town with the authority to grant franchises for the provision of utility services;
- C. Black Hills Gas Distribution, LLC d/b/a/ Black Hills Energy ("Black Hills") (f/k/a SourceGas Distribution LLC), is a Delaware limited liability company lawfully engaged in business in the State of Colorado;
- D. Black Hills is a provider of natural gas and related products for domestic, commercial, and industrial use;
- E. Town Council finds and believes that it is in the best interest of the Town and the inhabitants hereof to grant at limited, non-exclusive utility franchise to Black Hills for the provision of domestic, gas, and industrial gas.

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of Basalt, Colorado that the following amendments are adopted to the Town Code of the Town of Basalt.

**Section 1. SHORT TITLE.** This Ordinance shall be known and may be cited as the Black Hills Energy Franchise Ordinance.

**Section 2. FRANCHISE GRANTED**

The Town of Basalt, Colorado (hereinafter referred to as "Grantor" or the "Town"), hereby grants a non-exclusive franchise to Black Hills Gas Distribution, LLC d/b/a Black Hills Energy (formerly known as SourceGas Distribution LLC), (hereinafter called "Grantee"), including the right, privilege, franchise, permission and authority to lay, construct, install, maintain, operate and extend in, along, over or across the present and future streets, alleys, avenues, bridges, public rights-of-way and public easements as are now within the present or future limits of the Town (the "Town Streets"), a natural gas distribution system and all facilities necessary for the purpose of supplying natural gas or processed gas and other operations connected therewith or incident thereto for all purposes to the inhabitants of the Town and consumers in the vicinity thereof, and for

the distribution of natural gas from or through said the Town to points beyond the limits thereof (the "Facilities"). The Facilities shall include, but not be limited to, all mains, services, pipes, conduits and all other apparatus and appliances necessary or convenient for transporting, distributing and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of the Town and in carrying on such business.

### **Section 3. TERM**

- A. The franchise granted by this Ordinance shall take effect on the first day of the month following the date the Colorado Public Utilities Commission (the "Commission") finally approves this Ordinance (the "Effective Date"), at which time the Grantee will begin to collect and pay to the Town the franchise fee set forth herein. This franchise shall remain in effect for a period of ten (10) years from the Effective Date of this Ordinance.
- B. During any period between the adoption of this Ordinance by the Town and the Effective Date, Grantee shall continue to collect and pay to the Town the franchise fee set forth in Ordinance No. 14, Series of 2008. If the Commission denies Grantee's application, the Town may repeal this Ordinance.

### **Section 4. FRANCHISE FEES**

- A. Franchise Fee. In exchange for the franchise and other rights granted herein, Grantee shall collect from its residential and commercial customers, but not from the Town, located within the corporate limits of the Town and pay to the Town an amount equal to \$0.0404 per therm of gas delivered within the present or future limits of the Town.
- B. Payment of Fee. Grantee shall report and pay any amount payable under this section on an annual basis. Such payment shall be made no more than thirty (30) days following the close of the period for which payment is due. Initial and final payments shall be prorated for the portions of the periods at the beginning and end of the term of this Ordinance. Each such payment shall be accompanied by a statement, satisfactory to the Town, supporting the payment. Upon request from the Town, Grantee shall provide additional information to support the franchise fee remitted in compliance with the Commission's customer data privacy rules and Grantee's tariff.
- C. Payment in Lieu of Certain Taxes and Other Fees. The amount paid by Grantee shall be in lieu of, and Grantee shall be exempt from, all other fees, charges, taxes or assessments which the Town may impose for the privilege of doing business within the present or future corporate limits of the Town, including, without limitation, excise taxes, occupation taxes, licensing fees, or right-of-way permit fees, with the exception of contractor license fees. Subject to applicable law, payment of the franchise fee herein does not exempt the Grantee or its

subcontractors from any lawful taxation upon their properties, from any tax or fee imposed for Grantee's or any subcontractor's operations outside of the use of the Town Streets, from fees associated with development approvals associated with Grantee's or subcontractors' uses or Facilities, or from any other tax or fee not related to the franchise or the occupation or use of Town Streets. Subject to applicable law, payment of the franchise fee does not exempt the Grantee from payment of permit fees not covered by the scope of this Ordinance, sales taxes, use taxes, or other fees or taxes assessed generally upon businesses, nor does it exempt the Grantee and its subcontractors and agents from obtaining land use approvals and permits for working in the Town Streets. Ad valorem property taxes imposed generally upon all real and personal property within the present or future corporate limits of the Town shall not be deemed to affect Grantee's obligations under this section.

- D. Customer Bills; Refunds. Grantee shall list the franchise fee collected from customers as a separate item on bills for utility service issued to its customers. If at any time the Colorado Public Utilities Commission or other authority having proper jurisdiction prohibits such recovery, then Grantee will no longer be obligated to collect and pay the franchise fee. Any customer refunds ordered by the Commission or other authority due to an unlawful or prohibited collection of the franchise fee collected by Grantee and remitted to the Town shall be refunded by the Town. Grantee shall make refunds to customers as ordered by the Commission.
- E. Map. As soon as reasonably practical upon request, the Town shall provide Grantee with a map of its corporate limits (the "Map"). The Map shall be of sufficient detail to assist Grantee in determining whether their customers reside within the Town's corporate limits. The Map along with Grantee's Geographic Information System ("GIS") mapping information shall serve as the basis for determining Grantee's obligation hereunder to collect and pay the franchise fee from customers; provided, however, that if the Town's corporate limits are changed by annexation or otherwise, it shall be the Town's sole responsibility to (a) update the Map so that the changes are included therein, and (b) provide the updated Map to the Grantee. Grantee's obligation to collect and pay the franchise fee from customers within an annexed area shall not commence until the later: (a) of sixty (60) days after Grantee's receipt from the Town of an updated Map including the annexed area, or (b) after Grantee's receipt from the Town of an updated Map including the annexed area as is reasonably necessary for Grantee to identify the customers in the annexed area obligated to pay the franchise fee; provided, further that neither party shall have the obligation to correct a mistake, including but not limited to collection of the fee by Grantee from its customers or remittance of that fee by Grantee to the Town, that is discovered more than one (1) year after the occurrence thereof. Grantee shall not be liable for refunding franchise fees to any customer incorrectly identified by Grantor as being subject to the franchise fee or being subject to a different level of franchise fees or being exempt from the imposition of franchise fees if such fee

has already been paid to Grantor by Grantee.

- F. Audit. The Town shall have access to and the right to examine, during normal business hours, such of Grantee's books, receipts, files, records and documents as is necessary to verify the accuracy of payments due hereunder. If it is determined that a mistake was made in the payment of any franchise fee required hereunder, the mistake shall be corrected promptly upon discovery such that any under-payment by Grantee shall be paid within thirty (30) days of recalculation of the amount due, and any over-payment by Grantee shall be deducted from the next payment of such franchise fee due by Grantee to the Town.
- G. Renegotiation of Franchise Fee. Five (5) years from the date of enactment of this Ordinance, and every five years thereafter until the end of the term as defined herein, the Town may review the rate per therm payable to the Town pursuant to this Ordinance. The Town shall notify Grantee in writing, no later than one hundred and eighty (180) days before each five (5) year anniversary of the Effective Date if it desires to amend the rate per therm collected from Grantee's customers and payable to the Town.

## **Section 5. GOVERNING RULES AND REGULATIONS**

The franchise granted hereunder is subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by state or federal law. The rates to be charged by Grantee for service within the present or future corporate limits of the Town and the rules and regulations regarding the character, quality and standards of service to be furnished by Grantee, shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations and quality and standards of service to be supplied by Grantee. Provided however, should any judicial, regulatory or legislative body having proper jurisdiction take any action that precludes Grantee from recovering from its customers any cost associated with services provided hereunder, then Grantee and the Town shall renegotiate the terms of this Ordinance in accordance with the action taken. In determining the rights and duties of the Grantee, the terms of this Ordinance shall take precedence over any conflicting terms or requirements contained in any other ordinance enacted by the Town.

## **Section 6. PROVISION FOR INADEQUATE ENERGY SUPPLIES**

If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be

non-discriminatory as between communities receiving service from the Grantee.

**Section 7. CONSTRUCTION AND MAINTENANCE OF  
GRANTEE'S FACILITIES**

- A. Excavation and Construction. Should it become necessary for the Grantee, in exercising its rights and performing its duties hereunder, to interfere with any sidewalk, graveled or paved streets, roads or alleys, or any other public or private improvement, the Grantee shall repair at its own expense in a workmanlike manner subject to the approval by the Town and in accordance with the provisions of the Basalt Municipal Code, such sidewalk, graveled or paved street, road, alley, or other improvement after the installation of its pipes or other structures. The Grantee shall use due care not to interfere with or damage any water mains, sewers, or other structures now in place or which may hereafter be placed in said streets, alleys, or other public places, and said Grantee shall, at its own expense, repair in a workmanlike manner subject to the approval of the Town and in accordance with the provisions of the Town Code, any such water mains, sewers, or other structures which are damaged through the action of Grantee, provided, however, that the Town may make such repairs and charge the reasonable cost thereof to the Grantee.
- B. Maintenance of Facilities and Equipment. Grantee shall maintain and operate its structures, apparatus, mains, pipe, and other equipment and render efficient service in accordance with the rules and regulations of the PUC and the terms and conditions of Town codes and state statutes as revised from time to time. Grantee agrees that for the term of this franchise, it will use its best efforts to maintain its facilities and equipment in a condition sufficient to meet the current and future energy requirements of the Town, its inhabitants and industries. While maintaining its facilities and equipment, Grantee shall obtain permits as required by ordinance and will fix its excavations within a commercially reasonable time period, except that in emergency situations Grantee shall take such immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify the Town as soon as reasonably possible. Within a reasonable time thereafter, Grantee shall request and the Town shall issue any permits or authorizations required by the Town for the actions conducted by Grantee during the emergency situation.
- C. Street Improvements. The Town will endeavor to give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affects Grantee's facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements, and the time when the Town will start the work, and, if more than one right-of-way is involved, the order in which the work is to proceed. The notice shall be given to the Grantee as soon as practical in advance of the actual commencement of the work, considering seasonable working conditions, to permit the Grantee to make

any additions, alterations, or repairs to its facilities.

**Section 8. INDEMNIFICATION, INSURANCE, AND BONDS OR OTHER SURETY.**

- A. General Indemnification. Grantee agrees to indemnify, save and hold harmless, and defend the Town, its officers, elected or appointed officials, employees, agents, boards, and other employees from and against any action, demand, or claim for injury, damage, loss, liability, cost, or expense, including court and appeal costs and attorneys' and expert witness fees and expenses, arising from any casualty, accident, injury, or loss to person or property, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction of the natural gas delivery systems, or any act done under or in connection with this Ordinance by or for Grantee its agents, employees, or independent contractors by reason of any negligence or other fault of Grantee.
- B. Insurance. Grantee 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 Grantee of the rights and privileges hereby granted; and for this purpose Grantee shall maintain self-insurance in an amount to cover claims arising under this franchise, and upon request shall furnish an informational certificate of insurance to the Town so showing, provided however, that Grantee shall have had notice of the pendency of any action against the Town arising out of such negligent exercise by Grantee of said rights and privileges and be permitted at its own expense to appear and defend, or assist in the defense of the same. The obligation of this Section shall not extend to any liability or damage and all reasonable expenses accruing against Grantee arising out of the negligence, recklessness, or specific intent of the Town, its officers, employees, agents, representatives, or contractors.
- C. Performance and Payment Bond. Grantee shall provide to the Town a Performance and Payment Bond in the amount of one hundred fifty thousand dollars (\$150,000). Such bond shall expressly guarantee: (i) the faithful performance of Grantee's responsibilities under this Ordinance and applicable law, including, by way of example and not limitation, its obligations to relocate and remove its Facilities; (ii) that Grantee performs all conditions imposed by any Street cut permits for any repair, excavation or construction by Grantee or its subcontractors within the Streets; and (iii) the Grantee makes full and timely payments to the Town of the franchise fees required pursuant to Section 3 of this Ordinance. Grantee may be required to obtain additional bonds, such as generally applicable Construction Bonds, in accordance with the Town's ordinary practices. The Construction Bond and Performance and Payment Bond shall be in a form reasonably acceptable to the Town. Grantee shall pay all premiums or costs associated with maintaining the bond(s), and shall keep the same in full force and effect at all times. Except as expressly provided herein, the Grantee

shall not be required to obtain or maintain other bonds as a condition of being awarded the Ordinance or continuing its existence.

- D. General Bonds or Other Surety. Except as expressly provided herein, Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the franchise or continuing its existence. The Town acknowledges that the legal, financial, and technical qualifications of Grantee are currently sufficient to afford compliance with the terms of the franchise and the enforcement thereof. Grantee and the Town recognize that the costs associated with bonds and other surety may ultimately be borne by the subscribers in the form of increased rates for natural gas delivery systems. In order to minimize such costs, the Town agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefore. Initially, no bond or other surety will be required. In the event that one is required in the future, the Town agrees to give Grantee at least sixty (60) days prior written notice thereof stating the reason for the requirement. Such reason must demonstrate a change in technical, legal or financial qualifications which would materially prohibit or impair Grantee's ability to comply with the terms of the franchise or afford compliance therewith, or may be based upon Grantee's demonstrated failure to comply with the terms of this franchise in a timely manner.

#### **Section 9. EXTENSION OF GRANTEE'S FACILITIES**

Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria as approved by the Colorado Public Utilities Commission make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of the Town.

#### **Section 10. RELOCATION OF GRANTEE'S FACILITIES**

- A. If the Town elects to change the grade of or otherwise alter any street, alley, avenue, bridge, public right-of-way or public place for a public purpose, unless otherwise reimbursed by federal, state or local legislative act or governmental agency, Grantee, upon reasonable notice from the Town, shall remove and relocate its facilities or equipment situated in the public rights-of-way, at the cost and expense of Grantee, if such removal is necessary to prevent interference.
- B. If the Town orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference, then Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment, and the Town shall make such payment to Grantee a condition of its approval of the project..

- C. The Town shall consider reasonable alternatives in designing its public works projects and exercising its authority under this section so as not to arbitrarily cause Grantee unreasonable additional expense. If alternative public right-of-way space is available, the Town shall also provide a reasonable alternative location for Grantee's facilities. The Town shall give Grantee written notice of an order or request to vacate a public right-of-way; provided, however, that its receipt of such notice shall not deprive Grantee of its right to operate and maintain its existing facilities in such public right-of way until it (a) if applicable, receives the reasonable cost of relocating the same and (b) obtains a reasonable public right-of-way, dedicated utility easement, or private easement alternative location for such facilities.

### **Section 11. SUPPLY OF GAS**

If during the term of this Ordinance, there occurs a failure or partial failure of the supply of natural gas available to the Grantee because of depletion of such supply, the Grantee shall take all reasonable steps to obtain an additional natural gas supply from other sources to be delivered to Grantee, and if unable to procure same, Grantee is hereby authorized to supply artificial or mixed gas for the unexpired term of this franchise. If Grantee, within a reasonable period after failure of the supply of natural gas, shall fail to supply to its customers artificial and/or mixed gas, the franchise rights granted herein shall terminate.

### **Section 12. CONFIDENTIAL INFORMATION**

The Town acknowledges that certain information it might request from Grantee pursuant to this Ordinance may be of a proprietary and confidential nature, and that such requests may be subject to the Homeland Security Act or other confidentiality protections under state or federal law. If Grantee requests that any information provided by Grantee to the Town be kept confidential due to its proprietary or commercial value, the Town and its employees, agents and representatives shall maintain the confidentiality of such information, to the extent allowed by law. If the Town is requested or required by legal or administrative process to disclose any such proprietary or confidential information, the Town shall promptly notify Grantee of such request or requirement so that Grantee may seek an appropriate protective order or other relief. Notwithstanding any provision in the Ordinance to the contrary, Grantee understands and acknowledges that the Town, as a local governmental entity, is subject to the Colorado Open Records Act ("CORA"), and all documents in the Town's possession related to the Ordinance and the franchise granted herein are potentially subject to public disclosure under CORA. If the Town receives a CORA demand for disclosure of any information designated by Grantee as confidential or business proprietary, the Town shall, so far as consistent with applicable law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information prior to disclosure. If Grantee believes that the disclosure of such documents by the Town would interfere with Grantee's rights under applicable law, Grantee may institute an action in the State of Colorado District Court for Eagle County



to prevent the disclosure by the Town of such documents within a reasonable time. Grantee shall join the person requesting the documents to such an action. Grantee shall defend, indemnify and hold the Town harmless from any claim or judgment as well as any costs and attorney's fees incurred in participating in such proceeding.

**Section 13. FORCE MAJEURE**

It shall not be a breach or default under this Ordinance if either party fails to perform its obligations hereunder due to force majeure. Force majeure shall include, but not be limited to, the following: 1) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; 3) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and (4) any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid force majeure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance of its obligations hereunder; provided, however, that this provision shall not obligate a party to settle any labor strike.

**Section 14. FORFEITURE.** The Town reserves the right to declare a forfeiture of this franchise for the breach of a substantial and material provision thereof. In the event that the Town believes that the Grantee has not complied with any term of the franchise, it shall notify the Grantee in writing in reasonable detail of the nature of the alleged noncompliance. No forfeiture shall be declared until the Grantee shall have had an opportunity to be heard and to correct the alleged breach. Upon failure of the Grantee to exercise reasonable diligence to correct such condition, or to demonstrate that remedying the breach is legally proscribed, the Town may declare this franchise forfeited and notify Grantee in writing. In the event that this franchise is forfeited, then the Grantee agrees to continue to render service as theretofore for a period of six (6) months to give the Town time to decide upon its course of action.

**Section 15. RESERVED RIGHTS.** The right is hereby reserved by 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, provided that such regulations shall be reasonable and not destructive of the rights and benefits 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, except, if applicable, as permitted in the exercise of the Town's home rule powers granted by Article XX of the Colorado Constitution. This franchise shall be subject to all valid and effective provisions of the Town Charter whether enumerated herein or not.

## **Section 16. MISCELLANEOUS PROVISIONS**

- A. Assignment. Grantee may not assign this Ordinance, or the rights granted hereunder without first obtaining the written consent of the Town if and only if Grantee offers to sell or enters into a contract to sell only the system subject to this Ordinance. The Town's consent to such an assignment shall not be unreasonably withheld, and this Section shall not be construed to restrict or prevent the issuance of bonds, debentures, or other evidence of indebtedness, needed or useful for the purpose of financing the system or any portion thereof.
- B. Successors and Assigns. All rights, privileges and authority granted to Grantee hereunder shall inure to the benefit of Grantee's lessees, successors and assigns, subject to the terms, provisions and conditions herein contained, and all obligations imposed upon Grantee hereunder shall be binding upon Grantee's lessees, successors and assigns.
- C. No Third Party Beneficiaries. This Ordinance constitutes a franchise agreement between the Town and Grantee. No provision of this Ordinance shall inure to the benefit of any third person, including the public at large, so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action for any person not a party hereto.
- D. Severability. If any clause, sentence or section of this Ordinance is deemed invalid by any judicial, regulatory or legislative body having proper jurisdiction, the remaining provisions shall not be affected.
- E. Non-Waiver. Any waiver of any obligation or default under this Ordinance shall not be construed as a waiver of any future defaults, whether of like or different character.
- F. Repeal Conflicting Ordinances. This Ordinance, when accepted by Grantee as provided below, shall constitute the entire agreement between the Town and the Grantee relating to the franchise granted by the Town hereunder, and the same shall supersede all prior ordinances relating thereto, and any terms and conditions of such prior ordinances or parts of ordinances in conflict herewith are hereby repealed. Ordinance No. 14 of the Town of Basalt, Colorado, is hereby repealed as of the Effective Date hereof.
- G. Effect and Interpretation of Ordinance. The captions that precede each section of this Ordinance are for convenience and/or reference only and shall not be taken into consideration in the interpretation of any of the provisions of this Ordinance.

H. Colorado Governmental Immunity Act. Nothing herein shall be in any way construed as a waiver on behalf of the Town of any of the protections or provisions of the Colorado Governmental Immunity Act.

**Section 17. EFFECTIVE DATE AND ACCEPTANCE**

This Ordinance shall become effective and constitute a binding contract between the Town and Grantee, subject to its terms and conditions upon final passage and approval of this Ordinance by the Town, in accordance with applicable laws and regulations, Grantee shall file its acceptance by written instrument, within sixty (60) days of passage by the Town Council, with the Clerk of the Town of Basalt, Colorado. The Clerk of the Town of Basalt, Colorado shall sign and affix the community seal to acknowledge receipt of such acceptance and return one copy to Grantee. If Grantee does not, within sixty (60) days following passage of this Ordinance, either express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

READ ON FIRST READING, ORDERED PUBLISHED AND SET FOR PUBLIC HEARING AND SECOND READING to be held on September 11, 2018, by a vote of 5 to 0 on August 28, 2018.

READ ON SECOND READING AND ADOPTED, by a vote of 4 to 0 on Sept 11, 2018.

TOWN OF BASALT, COLORADO

By:   
Jacquie R. Whitsitt, Mayor

Attest:  
  
By: Pamela Schilling, Town Clerk



First Publication: Thursday, August 6, 2018  
Final Publication: Thursday, Sept 6, 2018  
Effective Date: Thursday, Sept 12, 2018