

ORDINANCE NO. 2021-21
GRANTING A FRANCHISE TO SPIRE ALABAMA INC.
IN THE CITY OF PINSON ALABAMA

WHEREAS, Spire Alabama Inc., an Alabama corporation, (the “Company”) is, and for a period of years has been, operating a natural gas distribution system within the corporate limits of the City of Pinson, an Alabama municipal corporation (the “City”) and in connection therewith supplies natural gas to certain of the inhabitants of the City; and

WHEREAS, the City and the Company have agreed to enter into this agreement providing for the grant by the City to the Company of a franchise agreement under the conditions and for the consideration hereinafter stated.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PINSON, ALABAMA while in regular session on August 5, 2021 at 2 p.m., as follows:

Section 1. In consideration of the benefits to accrue to said City of Pinson, Alabama (the “City”) and the inhabitants thereof, pursuant to Section 220 of the *Constitution of Alabama* and other applicable law, the Company is hereby given, granted and vested with the rights, authority, privileges and franchises hereinafter set forth.

Section 2. The Company is hereby given, granted and vested with the non-exclusive right, authority, easement, privilege and franchise to construct, own, maintain, operate, extend and enlarge in the City a plant or system for the manufacture, transmission, distribution and sale of gas for all purposes whatsoever in and through the City; and the consent of the City acting through the Mayor and the City Council, who are the proper authorities of the City is hereby given to the Company to use the streets, avenues, alleys, ways, bridges, viaduct, underpass and other public places (“Public Infrastructure”) in the City for any and all of the purposes referred to in this Ordinance.

Section 3. The Company is hereby granted and vested with the right, privilege and franchise to construct, erect, lay, install, renew, repair, maintain, operate, use and extend at any time its mains, conduits, appliances, meters, sensors, routers, poles, antennae, and any and all other equipment, appurtenances and fixtures as may be reasonably necessary or desirable in the operation of a natural gas distribution system (the “Company Facilities”) under, along, above, and across any Public Infrastructure in the City. The City will comply with Alabama law concerning the vacation of public rights-of-way, including providing notice to the Company to the extent required by state law, such as Alabama Code §23-4-2(a) or its successor provision.

Section 4. The said Company Facilities shall be so laid, set or constructed as not to unreasonably interfere with the proper use of the Public Infrastructure, and the Company Facilities shall be maintained in accordance with the requirements prescribed by the Alabama Public Service Commission. With respect to all of its activities and operations within the City, the Company shall abide by all lawful ordinances and resolutions that have been or may be duly adopted by the governing body of the City (including but not limited to the City’s business license ordinance,

which requires that the Company pay the City a business license fee in accordance with § 11-51-129 of the *Code of Alabama*, as amended).

Section 5. Whenever the Company shall cause any opening or alteration to be made in any of the Public Infrastructure in the City for the purpose of laying, setting, maintaining, operating or repairing any Company Facilities, the work shall be completed within a reasonable time and the Company shall, upon the completion of such work, restore such portion of the Public Infrastructure to as good a condition as is reasonably practicable as it was before the opening or alteration was made.

Section 6. The Company shall hold the City harmless from any and all liability or damages to the extent resulting from the acts or negligence of the Company, its agents or employees in the construction, maintenance, repair, or operation of the Company Facilities within the jurisdiction of the City. The Company shall carry insurances with one or more insurance carriers qualified to do business in the State of Alabama, with limits of liability of (a) \$1,000,000 because of bodily injury or death per claim or occurrence and \$3,000,000 because of bodily injury or death in the aggregate and (b) \$5,000,000 because of injury to or destruction of property per claim or occurrence. The Company may satisfy these requirements in whole or in part through self-insurance. The City shall notify the Company within four weeks after the presentation to the City Clerk of any written claim for damages, either by suit or otherwise, made against the City on account of any alleged negligence, carelessness, wantonness, or other misconduct of the Company, its agents or employees, in connection with the construction, maintenance, repair, or operation of the Company Facilities.

Section 7. The Company shall have the power and authority, subject to the supervision of the Alabama Public Service Commission or other duly constituted governmental authority vested with the power now vested in the Alabama Public Service Commission to supervise and regulate public utilities in the State of Alabama, to make, adopt and enforce rates, rules and regulations for the furnishing of gas and for the reasonable operation of its plant and system and shall have the right at all reasonable hours to have access to its gas pipes and the meters of any consumer for the purpose of making repairs and other proper purposes. The City will not enact an ordinance, a resolution, or a policy that prohibits residents and businesses from choosing to connect or reconnect to natural gas service or install natural gas appliances.

Section 8. The Company shall not sell transfer or assign this Agreement, either by forced or voluntary sale or otherwise, without the approval and written consent of the City Council, which said consent shall not be unreasonably withheld, conditioned or delayed. The City reserves the right to be reimbursed by the Company for costs incurred by it in reviewing the request for transfer of ownership. Notwithstanding the foregoing in this Section 8, the rights, privileges, authority, consent, and franchise hereby granted may be assigned, mortgaged, or conveyed in trust by the Company as security for any bonds or other obligations hereafter issued by the Company, all subject nevertheless to the conditions and obligations contained herein.

Section 9. Upon its receipt of reasonable notice, not to be less than forty-five (45) days, except where emergency conditions require shorter notice, the Company shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Infrastructure, or remove from the Public Infrastructure, any part of the Company Facilities when required by the City (including but

not limited to by reason of traffic conditions; public safety; street abandonment; freeway and street construction; change or establishment of street grade; widening of roadways; construction or maintenance of sidewalks; construction or maintenance of public works; and installation of sewers, drains, gas or water pipes, electrical or telecommunications lines). Should the Company refuse or fail to remove its property as provided for herein within forty-five (45) days after written notification, the City shall have the right to pursue specific performance to compel the Company to perform. In cases of emergency, the Company will arrive within one and half hours of being notified of the emergency. Within ten (10) days after the date here and at any time upon City's request, the Company will provide the City with a list of contact information that the City can use on a "24 hours a day / 7 days a week" basis to alert the Company to emergency conditions.

Section 10. The duration of this franchise shall be for a period of twenty (20) years from the date of its adoption by the Mayor and the City Council.

Section 11. This Ordinance shall be published in accordance with the applicable provisions of Section 11-45-8 of the Code of Alabama (1975). Such publication shall be done by the City Clerk of the City and thereafter the City Clerk shall enter upon the minutes of the City, immediately after the place where this Ordinance is recorded, a certificate setting forth that such Ordinance was published in accordance with the terms hereof and the laws of the State of Alabama. The expense of such publication shall be paid by the Company.

Section 12. The City, by adopting and approving this Ordinance, does not surrender, or to any extent lose, waive, impair or lessen the lawful police powers now, or which may be hereafter, vested in the City under the Constitution and the statutes of the State of Alabama. The Company, by its acceptance of this Ordinance, agrees that all lawful police powers that may be from time to time vested in or reserved to the City by the Constitution and statutes of the State of Alabama, shall be in full force and effect and subject to the exercise thereof by the City at any time. Any conflict between the provisions of this Ordinance and any other present or future bona fide and legitimate exercise of the City's police powers shall be resolved in favor of the latter.

Section 13. Upon filing by the Company with the Clerk of the City of a written acceptance of this Ordinance and of the franchise granted hereby, within thirty (30) days after the date of this Ordinance, this Ordinance shall constitute a contract between the City and the Company and their respective successors and assigns (as may be permitted hereunder), effective from the date that this Ordinance was passed.

Section 14. The enactment of this franchise in the manner hereinabove provided shall have the effect of terminating any other franchise heretofore granted by the City and then held by the Company covering the distribution of gas in the City and territory contiguous thereto.

Section 15. If any provision of this ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

ADOPTED this the 5th day of Aug. 2, 2021.

ATTEST: 
MARIE TURNER, CITY CLERK/TREASURER

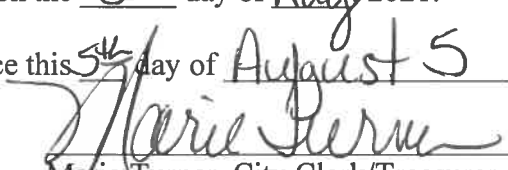

JOE COCHRAN, MAYOR

CERTIFICATION OF CITY CLERK/TREASURER

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Marie Turner, City Clerk/Treasurer of the City of Pinson, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an Ordinance duly adopted by the City Council of the City of Pinson, Alabama, on the 5th day of Aug 2021.

Witness my hand and seal of office this 5th day of August 5, 2021.


Marie Turner, City Clerk/Treasurer