

**Ordinance Number: 549**

**An Ordinance Amending Ordinance Number 2012-511 Granting A  
Franchise To Piedmont Natural Gas Company, INC.**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY  
OF BELTON, AS FOLLOWS:**

**I. DEFINITIONS**

- 1.1 As used in this Ordinance, the following terms, words and phrases shall have the meanings respectively ascribed to them in this section:

“Piedmont” shall mean Piedmont Natural Gas Company, Inc.; a corporation organized under the laws of the State of North Carolina and authorized to do business in the State of South Carolina and any assignee of or successor in interest to Piedmont Natural Gas Company, Inc. under this franchise Ordinance.

“City” or “City of Belton” shall mean the City of Belton, a municipal corporation located in Anderson County, South Carolina; the area within the territorial City limits of the City of Belton and within the extraterritorial area surrounding the City to the extent it may be lawfully included as presently or hereafter fixed by law or ordinance; or the Council or any officer or agent duly authorized in acting on behalf of the City as a municipal corporation, as indicated by the context by which the term is used.

“Council” shall mean the governing body of the City of Belton.

**II. FRANCHISE GRANTED**

- 2.1 Piedmont is hereby granted the right to construct, install, operate, maintain, replace, repair, relocate, and/or remove natural gas pipelines and appurtenant facilities, including such communications infrastructure as is necessary and convenient for the utility's purpose, within the City and within the extraterritorial area surrounding the City to the extent the City may lawfully authorize the same, for the production, transmission, distribution, handling, and sale of natural gas to consumers and users within the City and to the City and any and all agencies and departments thereof. Piedmont is also given permission to do all acts necessary or helpful for the purposes enumerated hereinabove or hereinafter, including, without limitation, the use of contractors and consultants as deemed necessary or desirable; and assent, and permission is hereby given and granted to Piedmont, its successors and assigns, to exercise all powers, rights, and privileges which Piedmont under and by the terms of its charter, or otherwise is authorized, empowered or permitted to conduct, carry on, exercise, do, or transact.
- 2.2 Piedmont is hereby granted the right, authority, and privilege to construct, install, operate, maintain, replace, repair, relocate, and/or remove natural gas pipelines and appurtenant facilities and communications facilities under, upon, over, through, and across the streets, avenues, roads, public alleys, lanes, parks, squares, sidewalks, land, and other public places and ways in the City for the production, transmission, distribution, handling, and sale of natural gas, its communications purposes and for any and all other approved purposes, in each case without Piedmont, its contractors, or consultants being required to apply for, obtain, or pay for permits for such purposes. Piedmont's exercise of such rights, authority, and privileges shall be subject to all applicable laws and regulations and the terms and conditions hereinafter set forth in this Ordinance.
- 2.3 If the City determines that it is necessary to expand, widen, or improve a road or other public way, the City may require Piedmont to relocate its facilities that are in conflict with such expansion, widening, or improvement. If the City requests such a relocation, it will provide an acceptable alternate location for Piedmont's facilities at no cost to Piedmont. If Piedmont's facilities are, or were originally, located on private property, the City shall pay for the cost of relocation. If, however, Piedmont's facilities were originally located within the existing public right-of-way which is being, expanded, widened, or improved, Piedmont shall bear the expense of relocating its facilities. If any street improvement project is to be funded in whole or in part by the State of South Carolina or the federal government, or an agency thereof, the City will cooperate with Piedmont in obtaining reimbursement for its relocation cost to the extent allowable under state and federal law. Such reimbursement, when received, shall be an offset against the cost of

relocation to be paid by the City. The relocation cost and reimbursement for relocation costs for facilities installed to provide natural gas service to the City shall be determined and paid by the City in accordance with the applicable rate schedules and service regulations of Piedmont on file with the South Carolina Utilities Commission, as the same now exist or as they may be hereafter amended, modified, changed, or annulled in accordance with the laws and regulations pertaining thereto.

- 2.4 Whenever Piedmont shall cause any opening, excavation, or alteration to be made in any street, lane, or other public right of way or place within the City in the construction, operation, or maintenance of any of its natural gas and communications facilities, Piedmont shall cause such portions of said street, lane, or other public right of way or place to be restored to the same condition in which it found them as nearly as reasonably practicable. Additionally, if Piedmont shall fail to restore the area to its approximate former condition within a reasonable period of time, but no less than thirty working days after written notification by the City, the City shall proceed to restore such streets, lanes, and other public right of way or places as nearly as reasonably practicable to their original condition and the City shall submit a statement of the costs for this restoration to Piedmont. Piedmont shall pay the City for these costs within thirty days.
- 2.5 This franchise is granted for a term of **Ten (10)** years beginning December, 2020, and ending at midnight December, 2029, and thereafter it shall renew and continue in force on a year to year basis unless terminated by either party upon ninety (90) days written notification to the other. Notwithstanding the foregoing, in the event that the natural gas industry in South Carolina is deregulated or restructured by state or federal legislation or regulation, or state or federal judicial action which affects retail distribution to the extent that the inhabitants of the City may choose their natural gas supplier, then upon the date when such legislative, regulatory or judicial action has the force and effect of law, this franchise may be at any time thereafter terminated by either party upon ninety (90) days written notification to the other. This franchise supersedes any and all former rights or franchises of Piedmont to operate a natural gas utilities system in the City with respect to all acts and things done, on or after the beginning of the term as noted herein.
- 2.6 Piedmont is hereby granted the right during the existence of this franchise to mortgage or hypothecate this franchise, together with all rights and privileges hereunder and any right or interest therein, as security for indebtedness, subject to acceptance by any legal successor in interest of the obligations, duties, liabilities, limitations, and prohibitions set out herein and subject to approval by the South Carolina Utilities Commission or other government agency whose approval is required by law. Piedmont may not assign or transfer its rights under this franchise agreement without

the express consent of the Council and such consent shall not be unreasonably withheld, provided, however, that this provision shall not require Piedmont to obtain permission from the Council prior to assigning its rights hereunder to any new entity created in any corporate reorganization or merger in which Piedmont is a party.

- 2.7 Piedmont shall save harmless the City, Mayor, Council, and the City's officers, agents, and employees from all liability by reason of property damage or injury to any person (including expenses for reasonable legal fees) to the extent arising from sole negligence on the part of Piedmont, its officers, agents, servants and employees in the construction, erection, operation and maintenance of its natural gas pipelines and appurtenant facilities, such negligence having been determined by final order of a court of competent jurisdiction, not subject to appeal; provided that the City shall give prompt notification to Piedmont of any claim against the City on account thereof and Piedmont shall have been given full opportunity to defend the same.
- 2.8 Piedmont shall pay to the City a franchise fee equal to four percent (4%) of Piedmont's gross receipts derived from the distribution and sale of natural gas within the City limits. This fee shall be payable on an annual basis within thirty days of the anniversary of the date this Ordinance takes effect. This franchise fee shall be in lieu of any and all levies, assessments, fees, payments, or taxes of any kind whatsoever, including without limitation all occupation, license, business, and excise fees, relating to any utility construction, installation, maintenance, operation, and repair, regardless of designation and whether conducted directly by Piedmont or on behalf of Piedmont by its contractors and consultants, and the payment of the franchise fee hereunder shall be the full and complete payment of any such demands by the City.

### III. ACCEPTANCE OF FRANCHISE

This Ordinance shall take effect from the day of its passage, but only after it has been accepted in all its terms and revisions by Piedmont, in writing, within sixty days after its passage otherwise, the same shall be null and void and of no effect.

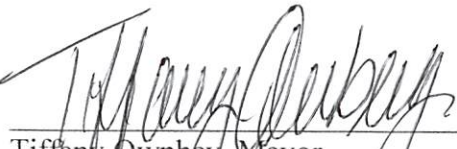
All ordinances or parts of ordinances, in conflict herewith are, to the extent of such conflict, hereby repealed.

***DONE AND RATIFIED IN COUNCIL DULY ASSEMBLED THIS*** 6<sup>th</sup>  
***DAY OF*** Oct., ***2018***.

**Ordinance Number: 549**

First Reading 09/01/2020

Second & Final Reading 10/06/2020

  
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Tiffany Ownbey, Mayor

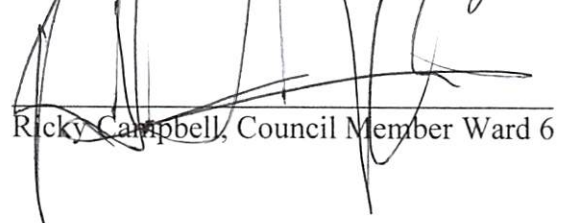
  
\_\_\_\_\_  
James Bright, Council Member Ward 1

  
\_\_\_\_\_  
Tony Saville, Council Member Ward 2

  
\_\_\_\_\_  
Eleanor Dorn., Council Member Ward 3

  
\_\_\_\_\_  
Josh Stephenson, Council Member Ward 4

  
\_\_\_\_\_  
Lynda McCoy, Council Member Ward 5

  
\_\_\_\_\_  
Ricky Campbell, Council Member Ward 6

ATTEST:

  
\_\_\_\_\_  
City Clerk  
Amanda Gambrell

APPROVED AS TO FORM

  
\_\_\_\_\_  
Mathew Perkins  
City Attorney

The conditions and stipulations of the above Ordinance are hereby accepted by Piedmont.

PIEDMONT NATURAL GAS COMPANY, INC.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_