**COPPERTON METRO TOWNSHIP**

**FRANCHISE ORDINANCE**

**Questar Gas Company**

ORDINANCE NO. \_\_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_\_

AN ORDINANCE GRANTING TO QUESTAR GAS COMPANY d/b/a DOMINION ENERGY UTAH A NONEXCLSUIVE FRANCHISE FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A NATURAL GAS DISTRIBUTION SYSTEM WITHIN THE COPPERTON METRO TOWNSHIP, STATE OF UTAH.

**WITNESSETH**

**WHEREAS**, Questar Gas Company d/b/a Dominion Energy Utah, a Utah corporation, (“**Dominion Energy**”), is a regulated public utility that provides natural gas distribution service; and

**WHEREAS**, Dominion Energy desires to construct, maintain, and operate a natural gas distribution system within the Copperton Metro Township (“**Copperton**” or “**Metro Township**”); and

**WHEREAS**, providing a natural gas distribution system requires the installation, operation, and maintenance of pipelines and other gas transmission appurtenances to be located within or near the public rights-of-way; and

**WHEREAS**, Copperton, acting pursuant to Utah Code Ann. § 10-8-21, has the authority to regulate natural gas distribution system facilities within its public rights-of-way and to grant to Dominion Energy a general utility easement for the use thereof; and

**WHEREAS**, the Copperton Metro Township Council has determined that it is in the best interest of the Metro Township’s citizens to grant a nonexclusive franchise to Dominion Energy to use the roads and streets within the Metro Township for such purpose; and

**WHEREAS**, the Copperton Metro Township desires to set forth the terms and conditions by which Dominion Energy shall use its public rights-of-way.

**NOW**, **THEREFORE**, the Copperton Metro Township Council ordains as follows (“**Ordinance**”):

**Franchise Agreement**

**SECTION 1. Grant of Franchise and General Utility Easement.** Copperton grants to Dominion Energy a nonexclusive franchise (“**Franchise**”) to construct, maintain, and operate in the present and future roads, streets, alleys, highways, and other public rights-of-way within Metro Township limits, including any property annexed or otherwise acquired by Copperton after the effective date of this Franchise, (collectively “**Streets**”) a distribution system for furnishing natural gas to the Metro Township and its inhabitants for heating and other purposes. Dominion Energy shall have the right, privilege, and authority to erect, construct, equip, maintain, upgrade, and relocate along, over, and under the Streets a system of mains, pipes, laterals, and related equipment (collectively “**Gas** **Facilities**”) as are reasonably necessary for supplying natural gas service in accordance with this Franchise.

**SECTION 2.** **Nonexclusive Franchise.** Dominion Energy’s right to use and occupy the Streets shall be nonexclusive. Copperton reserves the right to use the Streets for itself or any other entity that provides service to residences and business located within the Metro Township; provided, however, that such use shall not unreasonably interfere with Dominion Energy’s Gas Facilities or Dominion Energy’s rights as granted within this Franchise.

**SECTION 3.** **Term.** This Franchise is granted for an initial term of thirty (30) years. At the expiration of the initial term, the Franchise shall continue in effect upon the same terms and conditions for up to two additional terms (each of which is a renewal period) of fifteen (15) years each. Copperton may terminate the Franchise at the end of the initial term, or at the end of any renewal period, by giving Dominion Energy written notice of the Metro Township’s intent to so terminate not less than ninety (90) calendar days before the expiration of the initial term or any renewal period

**SECTION 4.** **Consideration.** In consideration of this Franchise, Dominion Energy shall pay to Copperton the sum of $50.00 upon acceptance of this Franchise and shall provide natural gas service in accordance with the terms and conditions of this Franchise.

**SECTION 5.** **Acceptance by Dominion Energy.**

**5.1** **Unconditional, Written Acceptance of Franchise.** Within sixty (60) days after the passage of this Ordinance, Dominion Energy shall file with the Metro Township Clerk/Recorder an unconditional written acceptance thereof, declaring its acceptance of the Franchise and its intention to be bound by the Franchise’s terms and conditions. Dominion Energy shall use the “Acceptance of Franchise” form provided herein for accepting the Franchise.

**5.2** **Failure to Accept within 60-Day Acceptance Period.** If Dominion Energy fails to accept the Franchise within the prescribed 60-day acceptance period, this Ordinance and Franchise shall be considered null and void.

**SECTION 6.** **Metro Township Regulatory Authority.** In addition to the provisions contained in this Franchise, Copperton reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety, and welfare of its citizens and their properties, or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Utah, the laws of Utah, or Copperton Municipal Ordinance.

**SECTION 7.** **Plan, Design, Construction, and Installation of Gas Facilities.**

**7.1** **Compliance with Metro Township Ordinances.** Dominion Energy shall comply with all Metro Township ordinances, regulations, and requirements and shall pay all applicable excavation fees and charges that are or may be prescribed by Copperton, with respect to the construction, maintenance, and operation of all Gas Facilities.

**7.1.1** **Conflict.** However, these obligations shall apply only so long as such ordinances, regulations, requirements, or fees are not preempted by or otherwise in conflict with any applicable statutory or constitutional law, rule, or regulation, or the tariffs approved by regulatory bodies having jurisdiction over Dominion Energy, including this Franchise and any lawful revisions made and accepted by Dominion Energy during the term of the Franchise.

**7.2** **Conformity with Gas Distribution Construction Practices.** All Gas Facilities shall be constructed in accordance with established gas distribution construction practices and in such fashion as to protect the Gas Facilities from all traffic loads.

**7.3** **Visual Appearance of Installed Gas Facilities.** Without unreasonable additional cost to Dominion Energy, all Gas Facilities that are installed during the term of the Franchise shall be sited to be visually unobtrusive and to preserve the natural beauty and neighborhood aesthetics within Metro Township limits.

**7.4** **Right to Inspect.** Copperton shall have the right to inspect the construction, maintenance, and operation of all Gas Facilities to ensure proper compliance with applicable Metro Township ordinances, regulations, and requirements.

**7.5** **Failure to Comply.** In the event Dominion Energy should fail to comply with the terms of any Metro Township ordinance, regulation, or requirement, Copperton shall give Dominion Energy written notice of such non-compliance and the time for correction provided by ordinance or a reasonable time for correction if there is no time frame provided by the applicable ordinance, regulation, or requirement.

**7.5.1** **Self-Correction.** Excluding any correction, modification, or change to the Gas Facilities, and after written notice and failure of Dominion Energy to make correction, Copperton may, at its sole risk, make such correction itself and charge the cost to Dominion Energy including any minimum cost provided by ordinance.

**7.5.2** **Changes or Corrections to Gas Facilities.** Copperton shall not make, nor request or allow any party other than Dominion Energy, to make changes or corrections of any kind to Dominion Energy’s Gas Facilities.

**7.6** **Construction Permit Requirement.** Except in the case of an emergency, Dominion Energy shall, prior to commencing new construction or major reconstruction work on Gas Facilities in the Streets, apply for any permit from Copperton as may be required by Metro Township ordinances, which permit shall not be unreasonably withheld, conditioned, or delayed.

**7.6.1** **Permit Exception: Emergency Repairs.** Notwithstanding the foregoing permit requirement, Dominion Energy shall not be obligated to obtain a permit to perform emergency repairs on its Gas Facilities.

**7.7** **Minimum Interference.** All Gas Facilities shall be located, constructed, and installed in such manner as to render the least amount of possible interference with vehicular traffic and public use of the Streets and to cause minimal interference with the rights and reasonable convenience of property owners who adjoin any of the Streets.

**7.8** **Damage or Alteration to the Streets or Public Property.** If Dominion Energy damages or alters the Streets or public property in any manner while performing any work on its Gas Facilities, Dominion Energy shall (**at its own cost and expense and in a manner reasonably approved by the Metro Township**) replace and restore it in as good a condition as existed before the work commenced.

**7.8.1** **Pre-Approval Requirement.** Any repairs or restoration made to the Streets and public property must be pre-approved in writing by the Metro Township. Upon approval from Copperton, all such repairs must be undertaken and completed in such manner as to minimize any undue inconvenience to the Metro Township’s inhabitants or the public at large.

**7.9** **Newly Constructed Gas Distribution Lines.** In addition to the installation of underground gas distribution lines as provided by applicable state law and regulations, Dominion Energy shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed gas distribution lines underground as may be required by Metro Township ordinance.

**7.10** **Right to Excavate.** Dominion Energy shall have the right to excavate the Streets subject to reasonable conditions and requirements of the Metro Township. Before installing new underground pipelines and appurtenances, or replacing existing pipelines and appurtenances, Dominion Energy shall first notify Copperton of such work by written notice and shall permit the Metro Township, **at its own expense** (comprised of a pro rata share of the trenching costs), to share the trench of Dominion Energy to lay its own pipeline therein, provided that such action by the Metro Township will not unreasonably interfere with Dominion Energy’s Gas Facilities or delay project completion.

**7.10.1** **Monument Preservation Permit Requirement.** Pursuant to Utah Code Ann. § 17-23-14 and Chapter 14.17 of the Copperton Metro Township Code of Ordinances, if Dominion Energy finds it necessary to disturb a survey monument for any non-emergency reason, Dominion Energy shall notify the County Surveyor and obtain a Monument Preservation Permit at least five business days prior to the disturbing, damaging, moving, removing, covering, resurfacing, roto-milling, or destroying of any existing public survey monument(s).

**7.10.2** **Emergency Exception.** Should any monument be disturbed absent such a permit due to an emergency circumstance that poses a threat to public health or safety, such as outage restoration or similar unplanned activities, a Monument Preservation Permit must be obtained after the fact.

**7.10.3** **Construction of New or Replacement Survey Monuments.** New survey monuments, or replacement survey monuments, shall be constructed in accordance with the Monument Preservation Permit issued by the Salt Lake County Surveyor’s office. Non-compliance with this requirement is subject to penalties under Utah Code Ann. § 17-23-15 and 76-8-415.

**7.10.4** **Pipelines, Manholes, and Appurtenances.** Pipelines, manholes, and appurtenances shall be designed, located, or adjusted during construction to prevent interference or conflict with the permanent location of existing Survey Monuments.

**7.11** **Written Notice Requirement.** Before commencing any street improvements or other work within the Streets that may affect Dominion Energy’s Gas Facilities, Copperton shall give written notice to Dominion Energy.

**SECTION 8.** **Relocation of Gas Facilities.**

**8.1** **Right to Require Relocation of Gas Facilities.** Upon written notice, Copperton may require Dominion Energy to remove, relocate, and reinstall (collectively “**Relocation**”) its Gas Facilities located in, on, along, over, across, through, or under any of the Streets if such Relocation is in the interest of public convenience, necessity, health, safety, or welfare.

**8.2** **Payment of Relocation Costs.** The Relocation of Gas Facilities by Dominion Energy **shall be at no cost to Copperton** if: (i) such request is for the protection of the public health, safety, and welfare pursuant to lawful authority delegated to the Metro Township; (ii) the Gas Facilities have been installed pursuant to this or any other Dominion Energy franchise and not pursuant to a property or other similar right, including, but not limited to, a right-of-way, grant, permit, or license from a state, federal,municipal, or private entity; and (iii) the Metro Township provides a new location for the Gas Facilities.

**8.2.1** **Payment of Relocation Costs Exceptions.**

**8.2.1(a):** Dominion Energy shall not be responsible for any costs associated with an authorized Metro Township project that is not attributable to Dominion Energy’s Gas Facilities in the Streets. All such costs shall be allocated among all utilities or other persons whose facilities or property are subject to Relocation due to an authorized Metro Township project.

**8.2.1(b):** Dominion Energy shall not be obligated to pay the cost of any Relocation that is required or made a condition of a private development. If the Relocation of Gas Facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Dominion Energy may charge the expense of Relocation to the developer or customer. For example, Dominion Energy shall not be required to pay Relocation costs in connection with a road widening or realignment where the road project is made a condition of or caused by a private development.

**8.3** **Commencement of Relocation Work.** Within a reasonable time after receiving written notice from Copperton, Dominion Energy shall promptly commence the requested Relocation of its Gas Facilities. Before relocating the Gas Facilities, Copperton shall, with the assistance and consent of Dominion Energy, identify a reasonable alignment for the relocated Gas Facilities within the Streets.

**8.4** **No Additional Payment.** Following the Relocation of any Gas Facilities, Dominion Energy may maintain and operate such Gas Facilities in the new location within Metro Township limits without additional payment.

**8.5** **Reimbursement of Relocation Costs.** If a Metro Township Relocation project is funded by federal or state monies that include an amount allocated to defray the cost of relocating Gas Facilities, then Copperton shall compensate Dominion Energy up to the extent of such amount for any Relocation costs mandated by the project to the extent that the Metro Township actually receives or is otherwise authorized to direct or approve payment of such federal or state funds; however, Copperton shall ensure that receipt of compensation from federal or state sources shall not restrict or otherwise obligate Dominion Energy’s ownership of the Gas Facilities in any way.

**SECTION 9. Subdivision Plat Notification.** Before Copperton approves any new subdivision and before recordation of the plat, the Metro Township shall obtain Dominion Energy’s approval of Gas Facilities, including underground facilities to be installed by the developer, and associated rights-of-way depicted on the plat. A copy of the plat shall be mailed for approval to Dominion Energy:

Dominion Energy

Attn: Planning

333 South State Street

Salt Lake City, Utah 84111

**SECTION 10.** **Annexation.**

**10.1** **Extension of Metro Township Limits.** Upon the annexation of any territory to the Metro Township, the rights granted under this Franchise shall extend to the annexed territory to the extent the Metro Township has such authority. All Gas Facilities owned, maintained, or operated by Dominion Energy located within any public rights-of-way of the annexed territory shall thereafter be subject to all the terms and conditions of this Franchise.

**10.2** **Notice of Annexation.** When any territory is approved for annexation to the Metro Township, Copperton shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to Dominion Energy: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the Metro Township’s ordinance approving the proposed annexation. The notice shall be mailed to:

Dominion Energy

Attn: Annexations

333 South State Street

Salt Lake City, Utah 84111

With copies to:

Dominion Energy

Attn: Office of the General Counsel

333 South State Street

Salt Lake City, Utah 84111

The Greater Salt Lake Municipal Services District

Attn: Planning and Development Services

2001 South State Street #N3-600

Salt Lake City, Utah 84190

**SECTION 11. Assignment.** Dominion Energy may assign or transfer its rights and obligations under the Franchise, without the Metro Township’s consent, to any parent, affiliate, or subsidiary of Dominion Energy, to any entity having fifty percent (50%) or more direct or indirect common ownership with Dominion Energy, or to any successor-in-interest or transferee of Dominion Energy having all necessary approvals, including those from the Utah Public Service Commission or its successor, to provide utility service within Copperton’s municipal limits. Additionally, Dominion Energy may assign, mortgage. pledge, hypothecate, or otherwise transfer its interest in this Franchise, without the Metro Township’s consent, to any financing entity, or agent on behalf of any financing entity to whom Dominion Energy: (1) has obligations for borrowed money or in respect of guaranties thereof; (ii) has obligations evidenced by bonds, debentures, notes, or similar instruments; or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Under all other circumstances, excluding the operation of law, Dominion Energy shall not transfer, assign, or delegate any of its rights or obligations under the Franchise to another entity without the Metro Township’s prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Inclusion of the Franchise as an asset of Dominion Energy subject to the liens and mortgages of Dominion Energy shall not constitute a transfer or assignment requiring the Metro Township’s prior written consent.

**SECTION 12.** **Information Exchange.** Upon request by either Copperton or Dominion Energy, as reasonably necessary, Dominion Energy and the Metro Township shall meet for the purpose of exchanging information and documents regarding construction and other similar work within Metro Township limits, with a view towards coordinating their respective activities in those areas where such coordination may prove mutually beneficial. Any information received by Copperton from Dominion Energy that contains or relates to Dominion Energy’s confidential or proprietary information, including but not limited to information regarding future capital improvements that may involve land acquisition, shall be treated with confidentiality upon request to the extent that the Metro Township may lawfully do so.

**SECTION 13. Terms of Service.** Dominion Energy shall furnish natural gas service without preference or discrimination among customers of the same service class at reasonable rates, in accordance with all applicable tariffs approved by and on file with regulatory bodies having jurisdiction over Dominion Energy, including revisions to such tariffs made during the term of the Franchise, and in conformity with all applicable constitutional and statutory requirements. Dominion Energy may make and enforce reasonable rules and regulations in the conduct of its business, may require its customers to execute a gas service agreement as a condition to receiving service, and shall have the right to contract with its customers regarding the installation and operation of its Gas Facilities. To secure safe and reliable service to the customers, and in the public interest, Dominion Energy shall have the right to prescribe the sizes and kinds of pipes and related Gas Facilities to be used and shall have the right to refuse service to any customer who refuses to comply with Dominion Energy’s rules and regulations.

**SECTION 14. Taxes and Fees.** During the 2021 legislative session, the Utah Legislature modified Utah Code Ann. § 10-3c-204 to allow the Metro Township to impose a “**municipal energy sales and use tax**” pursuant to Utah’s Municipal Energy Sales and Use Tax Act, Utah Code Ann. § 10-1-301, et. seq. If Copperton imposes a municipal energy sales and use tax, Dominion Energy shall pay to the Metro Township a tax in accordance with the Municipal Energy Sales and Use Tax Act, Utah Code Ann. § 10-1-301, et. seq. Notwithstanding any provision to the contrary, Dominion Energy shall pay any other required charges, taxes, and fees lawfully established in a code or ordinance properly adopted by the Metro Township, including but not limited to franchise taxes and fees.

**SECTION 15. Indemnification.** Copperton shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation, or maintenance by Dominion Energy of its Gas Facilities. Dominion Energy shall indemnify, defend, and hold Copperton, its agents, officers and employees, harmless from and against any and all claims, demands, liens, liabilities, damages, actions, and proceedings arising from the exercise by Dominion Energy of its rights under this Franchise, including its operations within Metro Township limits, and Dominion Energy shall pay the reasonable cost of defense plus the Metro Township’s reasonable attorney fees. Copperton shall: (a) give prompt written notice to Dominion Energy of any claim, demand, or lien with respect to which the Metro Township seeks indemnification under this Franchise; and (b) permit Dominion Energy to assume the defense of such claim, demand, or lien. If such defense is not assumed by Dominion Energy, Dominion Energy shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision to the contrary, Dominion Energy shall not be obligated to indemnify, defend, or hold Copperton harmless to the extent that any underlying claim, demand, lien, liability, damage, action, and proceeding arises out of, or in connection with, any negligent or willful act or omission of the Metro Township or any of its agents, officers, or employees.

**SECTION 16.** **Insurance.** Dominion Energy shall responsibly self-insure or maintain insurance to cover its obligations and liabilities as set forth in Section 15 of this Franchise, in lieu of any insurance as may be required in any Metro Township ordinances.

**SECTION 17.** **Waiver of Surety Bond Requirement.** If any Metro Township ordinance requires Dominion Energy to post a surety bond, that section of the ordinance is expressly waived.

**SECTION 18. Notices.** Unless otherwise specified herein, all notices from Dominion Energy to Copperton pursuant to or concerning this Franchise shall be delivered to:

[address for Copperton]

Unless otherwise specified herein, all notices from Copperton to Dominion Energy pursuant to or concerning this Franchise shall be delivered to:

Dominion Energy

Attn: Regional Business Management Director

333 South State Street

Salt Lake City, Utah 84111

If Copperton or Dominion Energy desires to use a different mailing address under this Section 15 of the Franchise, the party requesting such change must provide written notice to the other party.

**SECTION 19.** **Amendment.** At any time during the term of this Franchise, Copperton or Dominion Energy may propose amendments to this Franchise by giving thirty (30) days written notice to the other party of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by Copperton and Dominion Energy and formally adopted as an ordinance amendment, which shall be accepted in writing by Dominion Energy.

**SECTION 20. Automatic Termination.** Upon expiration ofthe second renewal period under Section 3 above, the Franchise shall automatically terminate. Nevertheless, Dominion Energy shall have the continued right to use the Streets as set forth under this Franchise in the event a replacement franchise agreement is not entered into upon the automatic termination of this Franchise, provided that such continued use will not infringe on any of Copperton’s rights as that pertain to its public rights-of-way.

**SECTION 21. No Waiver.** Neither Copperton nor Dominion Energy shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents.

**SECTION 22.** **Severability and Effect of Invalidity.** If any section, sentence, paragraph, term, or provision of this Franchise is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal 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 of this Franchise, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

**SECTION 23.** **Effective Date.** This Ordinance and Franchise shall become effective upon the date of acceptance by Dominion Energy as established above in Section 5.

[execution on following page]

**APPROVAL AND ADOPTION OF ORDINANCE NO. \_\_\_\_\_\_\_\_\_\_**

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2021.

 COPPERTON METRO TOWNSHIP COUNCIL

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Sean Clayton, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nathan Bracken, Copperton Metro Township Attorney

ATTEST

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sherrie Swensen, Clerk/Recorder

Voting

Council Member Bailey voting \_\_\_\_\_

Council Member Clayton voting \_\_\_\_\_

Council Member Olsen voting \_\_\_\_\_

Council Member Severson voting \_\_\_\_\_

Council Member Stitzer voting \_\_\_\_\_

(Complete as Applicable)

Summary of ordinance published in newspaper: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of publication:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Effective date of ordinance:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SUMMARY OF**

**COPPERTON METRO TOWNSHIP ORDINANCE NO.** \_\_\_\_\_\_\_\_\_\_

 Copperton Metro Township Ordinance No. \_\_\_\_\_\_\_\_\_\_ grants a nonexclusive franchise (“**Franchise**”) to Questar Gas Company d/b/a Dominion Energy Utah to operate and maintain a gas distribution system in Copperton Metro Township; setting forth terms and conditions accompanying the grant of the Franchise; providing for Copperton Metro Township regulation and administration of the gas distribution system; and prescribing penalties for violation of the Franchise’s provisions.

 A copy of Ordinance No. \_\_\_\_\_\_\_\_\_\_ is available in the office of the Copperton Metro Township, located at:

[what address?]

COPPERTON MTERO TOWNSHIP COUNCIL

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Sean Clayton, Mayor

ATTEST (SEAL)

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Sherrie Swensen, Clerk/Recorder

Voting

Council Member Bailey voting \_\_\_\_\_

Council Member Clayton voting \_\_\_\_\_

Council Member Olsen voting \_\_\_\_\_

Council Member Severson voting \_\_\_\_\_

Council Member Stitzer voting \_\_\_\_\_

**ACCEPTANCE OF FRANCHISE**

 This is to certify that Questar Gas Company d/b/a Dominion Energy Utah (“**Franchisee**”) accepts the nonexclusive franchise (“**Franchise**”) to construct, maintain, and operate a gas distribution system in, under, above, and across the present and future public rights-of-way in the Copperton Metro Township, State of Utah, as evidenced by Ordinance No. \_\_\_\_\_\_\_\_\_\_ and adopted by the Copperton Metro Township Council on \_\_\_\_\_\_\_\_\_\_\_, 2021. Franchisee accepts the Franchise as approved and agrees that it will be bound by and observe and carry out the terms and conditions of the Franchise.

 Franchisee designates the following representative to receive and respond to issues in connection with the Franchise, and such other office as Franchisee may designate by written notice to the Copperton Metro Township:

Dominion Energy Utah

Attn: Franchise Manager

333 South State Street

Salt Lake City, Utah 84111

With copy (except for invoices) to:

Dominion Energy Utah Legal Department

Attn: Network Legal Team

333 South State Street

Salt Lake City, Utah 84111

Dated this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2020.

QUESTAR GAS COMPANY d/b/a DOMINION ENERGY UTAH

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By its\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_