

ORDINANCE NO. 01192021a


BE IT ORDAINED BY THE TOWN OF VANCE, ALABAMA AS FOLLOWS:

SECTION 1: It is hereby established and declared that the following described personal property of the Town of Vance, Alabama, is no longer needed for public or municipal purposes, to wit:

Old Fire Station Building located at 10909 Public Safety Drive

SECTION 2: That the Mayor and the Town Council be, and they hereby are, authorizing on behalf of the Town of Vance, Alabama, the above-mentioned property be deemed surpluses.

ADOPTED AND APPROVED this the 19th day of January 2021.


Brenda Morrison, Mayor

ATTEST:


Tracy Burt, Town Clerk



ORDINANCE NO. 01192021

AN ORDINANCE OF THE TOWN OF VANCE, ALABAMA, TO EXEMPT CERTAIN "COVERED ITEMS" FROM THE MUNICIPAL SALES AND USE TAX DURING THE LAST FULL WEEKEND OF FEBRUARY, AS AUTHORIZED BY 40-23-230 THROUGH 40-23-233, CODE OF ALABAMA 1975, GENERALLY REFERRED TO AS THE STATE SEVERE WEATHER PREPAREDNESS SALES TAX HOLIDAY LEGISLATION.

BE IT ORDAINED BY THE TOWN COUNCIL OF VANCE, ALABAMA, AS FOLLOWS:

Section 1. In conformity with the provisions in 40-23-230 through 40-23-233, Code of Alabama 1975, providing for a State Sales Tax Holiday, the Town of Vance, Alabama, exempts "covered items" from municipal sales and use tax during the same period, beginning at 12:01 a.m. on Friday the 26th of February 2021 (February 26, 2021) and ending at twelve midnight Sunday the 28th of February (February 28, 2021), **and on the last full weekend of February each year thereafter** until and unless annual participation is rescinded by further action of the council.


Section 2. This ordinance shall be subject to all terms, conditions, definitions, time periods, and rules as provided by 40-23-230 through 40-23-233, Code of Alabama 1975.

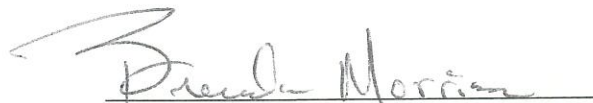
Section 3. The Town Clerk is hereby authorized and directed to certify a copy of this ordinance under the seal of the Town of Vance, Alabama, and to forward said certified copy to the Alabama Department of Revenue to be recorded and posted on the Department website.

Section 4. This ordinance shall become effective on January 19, 2021.

ADOPTED AND APPROVED THIS 19th DAY OF JANUARY 2021.

ATTEST:


Tracy Burt, Town Clerk


Mayor Brenda Morrison



Back to School Tax Holiday 2021

Ordinance Number 04192021 Back to School Tax Holiday

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF VANCE,
ALABAMA, AS FOLLOWS:**

Pursuant to the power granted it under Section 810-6-3-.65 of the Code of Alabama the Town Council for the Town of Vance hereby declares:

SECTION ONE:

The Town of Vance Mayor and Council approve supporting the 2021 "Back to School" Sales Tax holiday. Beginning 12:01 a.m. on Friday July 16, 2021 to Sunday July 18, 2021 as the law allows.

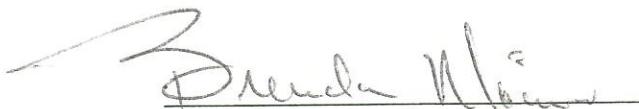
SECTION TWO:

The provision of this Ordinance is severable: and if any provision shall be declared to be invalid, the remaining provisions shall not be affected but shall remain in full force and effect.

SECTION THREE:

All Ordinances or parts of Ordinances, in any manner conflicting herewith are hereby repealed.

ADOPTED AND APPROVED THIS 19th day of April 2021.



Mayor, Brenda Morrison

ATTEST:



Town Clerk, Tracy Burt



**Ordinance Number 081997
Amended 10042021**

**ORDINANCE AMENDING SECTION 1 OF THE TOWN OF VANCE
MUNICIPAL CODE RELATING TO THE LEVY OF SALES AND USE TAX**

WHEREAS, the Mayor and the Town Council wish to address the changing needs of the Town of Vance in order to adapt to the changing economy and needs of the Town; and

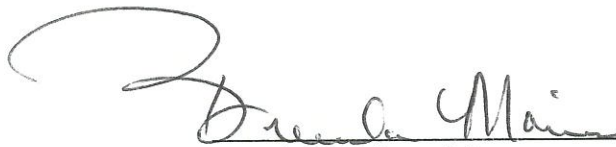
WHEREAS, in recognition of the above, the Mayor and Town Council desire to be able to reduce debt, invest in capital projects and programs and take other steps they deem necessary to improve city services and the quality of life of town residents.

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF VANCE,
ALABAMA, AS FOLLOWS:**


1. That Section 1 of the Town of Vance Municipal Code Ordinance No. 081997 is hereby amended as set forth in Exhibit "A" which is attached hereto and incorporated herein by reference as if fully set out verbatim.

2. This Ordinance shall become effective 10/4/21.

ADOPTED AND APPROVED THIS THE 4th DAY OF OCTOBER 2021.


Brenda Morrison, Mayor

Attest:


Tracy Burt, Town Clerk



ORDINANCE NO.081997

Amended 10042021 Exhibit A

PURSUANT TO THE PROVISIONS OF CODE OF ALABAMA 1975 SECTIONS 11-51-200 THROUGH 11-51-207 THIS ORDINANCE LEVIES A PRIVILEGE, LICENSE OR EXCISE TAX AGAINST PERSONS, FIRMS, OR CORPORATIONS STORING, USING, OTHERWISE CONSUMING OR ENGAGED IN THE BUSINESS OF SELLING AT RETAIL TANGIBLE PERSONAL PROPERTY OR CONDUCTING PLACES OF AMUSEMENT IN THE TOWN OF VANCE ALABAMA, OR WITHIN ITS POLICE JURISDICTION; PROVIDES FOR THE COLLECTION OF THE SAID TAXES PROVIDES PENALTIES. FOR THE VIOLATION OF THIS ORDINANCE; AND REPEALS A PRIOR ORDINANCE LEVYING SIMILAR TAXES.

Pursuant to the provisions of Code of Alabama 1975 Sections 11-51-200 through 11-51-207 be it ordained by the Town Council of the Town of Vance, in the State of Alabama, as follows:

Section 1. There is hereby levied, in addition to all other taxes of every kind now imposed by law, and shall be collected as herein provided, a privilege or license tax against the person on account of the business activities and in the amount to be determined by the application of rates against gross sales, or gross receipts, as the case may be, as follows:

(a) Upon every person, firm, or corporation, (including the State of Alabama, the University of Alabama, Auburn University and all other institutions of higher learning in the state, whether such institutions be denominational, state, county or municipal institutions, and any association or other agency or instrumentality of such institutions) engaged or continuing within the Town in the business of selling at retail any tangible personal property whatsoever, including merchandise and commodities of every kind and character, (not including, however, bonds or other evidences of debts or stocks, nor sale or sales of material and supplies to any person for use in fulfilling a contract for the painting, repair, or reconditioning of vessels, barges, ships and other watercraft and commercial fishing vessels of over five (5) tons load displacement as registered with the U. S. Coast Guard and licensed by the State of Alabama Department of Conservation and

Natural Resources), an amount equal to three percent (3 %) of the gross proceeds of sales of the business except where a different amount is expressly provided herein. Provided, however, that any person engaging or continuing in business as a retailer and wholesaler or jobber shall pay the tax required on the gross proceeds of retail sales of such business at the rates specified, when his books are kept so as to show separately the gross proceeds of sales of each business, and when his books are not so kept he shall pay the tax as retailer on the gross sales of the business.

(b) Upon every person, firm or corporation engaged, or continuing within the Town, in the business of conducting, or operating, places of amusement or entertainment, billiard and pool rooms, bowling alleys, amusement devices, musical devices, theaters, opera houses, moving picture shows, vaudeville, amusement parks, athletic contests, including wrestling matches, prize fights, boxing and wrestling exhibitions, football and baseball games, (including athletic contests, conducted by or under the auspices of any educational institution within the Town, or any athletic association thereof, or other association whether such institution or association be a denominational, a state, or county, or a municipal institution or association or a state, county, or city school, or other institution, association or school), skating rinks, race tracks, golf courses, or any other place at which any exhibition, display, amusement or entertainment is offered to the public or place or places where an admission fee is charged, including public bathing places, public dance halls of every kind and description within the Town, an amount equal to three percent (3 %) of the gross receipts of any such business. Provided, however, notwithstanding any language to the contrary in the prior portion of this subsection, the tax provisions so specified shall not apply to any athletic event conducted by a public primary or secondary school. The tax amount which would have been collected pursuant to this subsection shall continue to be collected by said public primary or secondary school but shall be retained by the school which collected it and shall be used by said school for school purposes.

(c) Upon every person, firm or corporation engaged or continuing within the Town in the business of selling at retail machines used in mining, quarrying, compounding, processing, and manufacturing of tangible personal property, an amount equal to one and one-half percent (1 ½ %) of the gross proceeds of the sale of such machines; provided, that the term "machines," as herein used, shall include machinery which is used for mining, quarrying, compounding, processing, or manufacturing tangible personal property, and the parts of such machines, attachments and replacements therefore which are made or manufactured for use on or in the operation of such machines and which are necessary to the operation of such machines and are customarily so used.

(d) Upon every person, firm or corporation engaged or continuing within the Town in the business of selling at retail any automotive vehicle or truck trailer, semi trailer, house trailer or mobile home set-up materials and supplies including but not limited to steps, blocks, anchoring, cable pipes and any other materials pertaining thereto an amount equal to one and one-half percent (1 ½ %) of the gross proceeds of sale of said automotive vehicle, truck trailer, semi-trailer, house

trailer or mobile home set-up materials and supplies provided, however, where a person subject to the tax provided for in this subsection withdraws from his stock in trade any automotive vehicle or truck trailer, semi-trailer or house trailer for use by him or by his employee or agent in the operation of such business, there shall be paid, in lieu of the tax levied herein, a fee of \$1.25 per year or part thereof during which such automotive vehicle, truck trailer, semi-trailer or house trailer shall remain the property of such person. Each such year or part thereof shall begin with the day or anniversary date, as the case may be, of such withdrawal and shall run for the twelve succeeding months or part thereof during which such automotive vehicle, truck trailer, or house trailer shall remain the property of such person.

Where any used automotive vehicle or truck trailer, semi-trailer or house trailer is taken in trade or in a series of trades, as a credit or part payment on the sale of a new or used vehicle, the tax levied herein shall be paid on the net difference, that is, the price of the new or used vehicle sold less the credit for the used vehicle taken in trade.

(e) Upon every person, firm or corporation engaged or continuing within the Town in the business of selling at retail any machine, machinery or equipment which is used in planting, cultivating and harvesting farm products, or used in connection with the production of agricultural produce or products, livestock or poultry on farms, and the parts of such machines, machinery or equipment, attachments and replacements therefore which are made or manufactured for use on or in the operation of such machine, machinery or equipment, and which are necessary to and customarily used in the operation of such machine, machinery or equipment, an amount equal to one and one-half percent (1 ½ %) of the gross proceeds of the sale thereof. Provided, however, the one and one-half percent (1 ½ %) rate herein prescribed with respect to parts, attachments, and replacements shall not apply to any automotive vehicle or trailer designed primarily for public highway use, except farm trailers used primarily in the production and harvesting of agricultural commodities.

Where any used machine, machinery or equipment which is used in planting, cultivating, and harvesting farm products, or used in connection with the production of agricultural produce or products, livestock and poultry on farms is taken in trade or in a series of trades as a credit or part payment on a sale of a new or used machine, machinery or equipment, the tax levied herein shall be paid on the net difference, that is, the price of the new or used machine, machinery or equipment sold, less the credit for the used machine, machinery or equipment taken in trade.

(f) Upon every person, firm or corporation engaged or continuing within Town in the business of selling through coin-operated dispensing machines, food and food products for human consumption, not including beverages other than coffee, milk, milk products and substitutes therefore, there is hereby levied a tax equal to three percent (3 %) of the cost of such food, food products and beverages sold through such machines, which cost for the purpose of this subsection shall be the gross proceeds of sales of such business.

Section 2. Levy of the Tax in Police Jurisdiction. Upon every person, firm or corporation engaged in the doing of an act, or who shall do an act, or continuing in the doing of an act, or engaged in the operation of any business, or who shall engage in the operation of any business, within the police jurisdiction of the Town but beyond the corporate limits of said Town, for which or upon which a privilege or license tax is in this ordinance levied or required within the corporate limits of the Town, there is hereby levied, in addition to all other taxes of every kind now imposed by law or by municipal Ordinance, to be collected as herein provided for the privilege or license taxes herein levied within the corporate limits of the Town, a privilege or license tax equal to one-half of that provided, levied or required in this ordinance for the doing of such act, or the engaging or continuing therein, or the engaging or continuing in the operation of such business within the corporate limits of the Town. Provided further, that except for the amount of the privilege or license tax herein levied within the police jurisdiction of said Town but without the corporate limits thereof all the provisions of this ordinance extend and apply to all the area within the police jurisdiction of the Town.

Section 3. Provisions of State Sales Tax Statutes Applicable to this Ordinance and Taxes herein Levied. The taxes levied by Section 1 and 2 of this Ordinance shall be subject to all definitions, exceptions, exemptions, proceedings, requirements, rules, regulations, provisions, discounts, penalties, fines, punishments, and deductions that are applicable to the taxes levied by the State sales tax statutes, except where inapplicable or where herein otherwise provided, including all provisions of the State sales tax statutes for enforcement and collection of taxes.

Section 4. (a) An excise tax is hereby imposed on the storage, use or other consumption in the Town of tangible personal property (not including materials and supplies bought for use in fulfilling a contract for the painting, repairing, or reconditioning of vessels, barges, ships and other watercraft and commercial fishing vessels of over five (5) tons load displacement as registered with the U. S. Coast Guard and licensed by the State of Alabama Department of Conservation and Natural Resources) purchased at retail on or after the effective date of this ordinance for storage, use or other consumption in the Town, except as provided in subsections (b), (c), and (d), at the rate of three percent (3 %) of the sales price of such property within the corporate limits of said Town.

(b) An excise tax is hereby imposed on the storage, use or other consumption in the Town of any machines used in mining, quarrying, compounding, processing, and manufacturing of tangible personal property purchased at retail on or after the effective date of this ordinance at the rate of one and one-half percent (1 ½ %) of the sales price of any such machine; provided, that the term "machine" as herein used, shall include machinery which is used for mining, quarrying, compounding, processing, or manufacturing tangible personal property, and the parts of such machines, attachments and replacements therefore, which are made or manufactured for use on or in the operation of such machines and which are necessary to the operation of such machines and are customarily so used.

(c) An excise tax is hereby imposed on the storage, use or other consumption in the Town on any automotive vehicle or truck trailer, semi-trailer, house trailer or mobile home set-up materials and supplies including but not limited to steps, blocks, anchoring, cable pipes and any other materials pertaining thereto purchased at retail on or after the effective date of this ordinance for storage, use or other consumption in the Town at the rate of one and one half percent (1 ½ %) of the sales price of such automotive vehicle, truck trailer, semi-trailer, house trailer or mobile home set-up materials and supplies within the corporate limits of said Town. Where any used automotive vehicle or truck trailer, semi-trailer or house trailer is taken in trade or in a series of trades, as a credit or part payment on the sale of a new or used vehicle, the tax levied herein shall be paid on the net difference, that is, the price of the new or used vehicle sold less the credit for the used vehicle taken in trade.

(d) An excise tax is hereby levied and imposed on the storage, use or other consumption in the Town of any machine, machinery or equipment which is used in planting, cultivating and harvesting farm products, or used in connection with the production of agricultural produce or products, livestock or poultry on farms, and the parts of such machines, machinery or equipment, attachments and replacements therefore which are made or manufactured for use on or in the operation of such machine, machinery or equipment, and which are necessary to and customarily used in the operation of such machine, machinery or equipment, which is purchased at retail after the effective date of this ordinance, for the storage, use or other consumption in the Town at the rate of one and one-half percent (1 ½ %) of the sales price of such property within the corporate limits of said Town, regardless of whether the retailer is or is not engaged in the business in this Town. Provided, however, the one and one-half percent (1 ½ %) rate herein prescribed with respect to parts, attachments, and replacements shall not apply to any automotive vehicle or trailer designed primarily for public highway use, except farm trailers used primarily in the production and harvesting of agricultural commodities, where any used machine, machinery or equipment which is used in planting, cultivating, and harvesting farm products, or used in connection with the production of agricultural produce or products, livestock and poultry on farms is taken in trade or in a series of trades as a credit or part payment on a sale of a new or used machine, machinery or equipment, the tax levied herein shall be paid on the net difference, that is, the price of the new or used machine, machinery or equipment sold, less the credit for the used machine, machinery or equipment taken in trade.

An excise tax is hereby imposed on tangible personal property at one-half the rates specified in subsections (a), (b), (c), and (a) of this section on the storage, use or other consumption of such tangible personal property outside the corporate limits of the Town, but within the police jurisdiction.

Section 5. The taxes levied by Section 4 of this ordinance shall be subject to all definitions, exceptions, exemptions, proceedings, requirements, rules, regulations, provisions, discounts,

penalties, fines, punishments, and deductions that are applicable to the taxes levied by the State use tax statutes, except where inapplicable or where herein otherwise provided, including all provisions of the State use tax statutes for enforcement and collection of taxes.

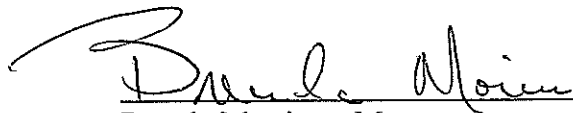
Section 6. This Ordinance Cumulative to General License Code or Ordinance. This ordinance shall not be construed to repeal any of the provisions of the general license code or ordinance of the Town, but shall be held to be cumulative, and the amounts of the taxes herein levied shall be in addition to the amounts of all other license taxes imposed by the Town by its general license code or ordinance.

Section 7. Severability. Each and every provision of this ordinance is hereby declared to be an independent provision and the holding of any provision hereof to be void and invalid for any reason shall not affect any other provision hereof, and it is hereby declared that the other provisions of this ordinance would have been enacted regard less of any provision which might have been held invalid.

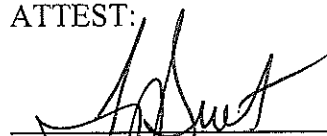
Section 8. The tax levied and assessed by this ordinance is levied and assessed in lieu of the tax levied by previous ordinance, adopted August 19, 1997. Said ordinance is hereby rescinded and repealed as of the effective date of this ordinance.

Section 9. Effective Date. This ordinance shall become effective on the first day of November, 2021, and the first payment of taxes hereunder shall be due and payable on the twentieth day of November, 2021. This ordinance shall remain in full force and effect and shall apply to each month of the year 2021, beginning with the month of November and to each month of each calendar year thereafter from year to year.

Section 10. Adopted and approved this 4th day of October, 2021.


Brenda Morrison, Mayor

ATTEST:


Tracy Burt, Town Clerk

Ordinance Number 10042021

Back to School Holiday

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF VANCE, ALABAMA, AS FOLLOWS:

Pursuant to the power granted under Sections 40-23-210 through 213 of the Code of Alabama the Town Council for the Town of Vance hereby declares:

SECTION ONE:

The Town of Vance hereby declares that the Town shall participate in the "Back to School Sales Tax Holiday" each year during the appropriate period designated by the legislature.

SECTION TWO:

This ordinance specifically rescinds any and all previous sales tax holiday ordinance or resolution heretofore enacted by Town.

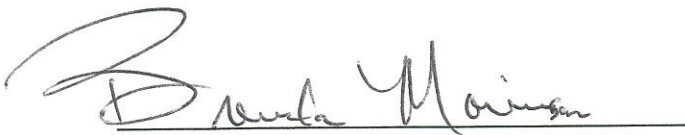
SECTION THREE:

This ordinance shall remain in full force and effect so long as the sales tax holiday law permits or if it is rescinded by the Town of Vance.

SECTION FOUR:

This provision of this Ordinance is severable. If any provision shall be declared to be invalid, the remaining provisions shall not be affected but shall remain in full force and effect.

ADOPTED AND APPROVED THIS THE 4th DAY OF October, 2021.


Brenda Morrison, Mayor

Attest:


Tracy Burt, Town Clerk



ORDINANCE NO. 10042021a

**SANITARY SEWER POLICY REGARDING
FATS, OILS AND GREASES**

**BE IT ORDAINED BY THE TOWN OF COUNCIL OF THE TOWN OF VANCE,
ALABAMA, AS FOLLOWS:**

WHEREAS, the Mayor and Town Council adopt the following policy to aid in the proper treatment of wastewater collected in the Town's wastewater collection system as well as to aid in the disposal of fats, oils, greases and other substances in the Town's sanitary sewer system:

I. Purpose. This Policy is intended to aid in the proper treatment of wastewater collected in the Town's wastewater collection system and treated at its publicly-owned treatment works ("POTW"), as well as to aid in the prevention of sanitary sewer blockages, obstructions, and overflows caused by the introduction, discharge or contribution of fats, oils, greases, grease complexes, scum, sludge and other organic polar compounds into the Town's wastewater collection system or POTW by commercial, industrial, institutional and other non-residential activities.

II. Definitions.

- (1) **"Town"** shall mean the Town of Vance and its utility service area.
- (2) **"Person"** shall mean any actual person, corporation, partnership, limited liability company, unincorporated association, any other legal recognized entity, and any governmental entity or political subdivision and departments and agencies thereof.
- (3) **"FOG"** shall mean all greases, grease complexes, fats, oils, scum, sludge and all other organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. Such substances are detectable and measurable using analytical procedures established in 40 C.F.R. 136. FOG shall also include any pollutant that will emulsify grease or oil, or cause grease or oil to solidify or become more viscous.
- (4) **"Wastewater"** shall mean any substance introduced, contributed to, or discharged into the Town's wastewater collection system or POTW.
- (5) **"Grease trap" or "grease interceptor"** shall mean a device for separating and retaining waterborne FOG before the wastewater which contains such FOG exits the grease trap or grease interceptor into the Town's wastewater collection system or POTW. The grease trap or grease interceptor also collects settleable solids generated by or incidental to commercial, industrial and food preparation activities.
- (6) **"Cooking establishment"** shall mean any Person primarily engaged in the

activities of cooking, preparing, serving or otherwise making available for human consumption any form of food stuff, and which uses one or more of the following cooking preparation methods in connection with such activities: cooking or preparation by frying (all methods), baking (all methods), grilling, i.e. cooking, broiling (all methods), boiling, blanching, roasting, toasting, poaching, or any type of cooking or preparation that produces a hot non-potable product in or on a receptacle that requires washing, rinsing or other form of cleaning. Such establishments include, but are not limited to, restaurants, cafeterias, extended care facilities, nursing homes, hospitals, school cafeterias (public and private), and daycare facilities where meals for more than six (6) children are prepared, served or otherwise made available for human consumption.

(7) **"Non-cooking establishment"** shall mean any person primarily engaged in the rendering or preparation of precooked food stuffs that do not require or involve any form of cooking. Such establishments include, but are not limited to, establishments that are primarily engaged in the rendering preparation of cold dairy and frozen food stuffs. These businesses are encouraged to explore methods of exemption and alternate compliance status.

(8) **"User"** shall mean any person primarily engaged in the commercial, industrial, institutional or other non-residential activity who introduces, contributes or discharges or causes or permits the introduction, contribution or discharge of wastewater into the Town's wastewater collection system or POTW, including but not limited to any person who introduces, contributes or discharges wastewater into the wastewater collection system or POTW through any mobile source.

(9) **"Commercial establishment"** and **"industrial establishment"** shall mean any User that has the potential to use, contribute to or otherwise impact the Town's wastewater collection system or POTW. Such establishments include, but are not limited to, maintenance facilities, repair facilities and equipment cleaning facilities.

III. Grease trap and interceptor installation, maintenance, record-keeping and removal.

(1) No later than one (1) year after adoption of this Ordinance, all current Users shall install grease traps or interceptors designed to limit the introduction, contribution or discharge of FOG into the Town's wastewater collection system or POTW. Grease traps and interceptors with appropriate sampling or inspection points shall be installed at the User's expense whenever any User operates a commercial, industrial, or institutional cooking establishment, or operates a facility which would otherwise introduce FOG into the Town's wastewater collection system or POTW. Grease traps and interceptors must have a minimum capacity of one thousand (1,000) gallons or more as required to affect an FOG concentration maximum of 100 mg/l. All new Users, which desire to introduce, contribute, or discharge wastewater into the Town's wastewater collection system or POTW after the date of the adoption of this Policy shall install grease traps or interceptors as described above.

(2) Alternative methods of compliance may be approved by the Town if the User demonstrates that compliance with this Policy is impossible or impractical at the time of adoption of this Policy as a result of limited space. However, any such proposed alternative method of

compliance will be required to meet the performance criteria specified in Section III-(1) of this Policy, and the User must adequately demonstrate to the satisfaction of the Town that the proposed alternative method will satisfy those performance criteria. In addition, any such alternative method must be cleaned at a more frequent interval than is required of grease traps and interceptors under Section III-(5) of this Policy, Under-the-counter types of grease traps and interceptors shall be cleaned at least daily. Prior to approval of any such proposed alternative method of compliance, documentation of the proposed methods after performance criteria must be submitted designated Enforcement Official for review and approval.

(3) Grease traps and interceptors may also be required in other facilities, as deemed necessary by the Town's designated enforcement official.

(4) Upon the prior written approval of the Town, non-cooking establishments may be exempted from the requirements of this Policy after an inspection of the subject premises and submission of adequate supporting documentation, as deemed necessary in the sole and absolute discretion of the Town. At a minimum, such supporting documentation shall include: blueprints of the subject premises, a full and detailed description of the operations and activities at the subject premises, and a full and detailed list of all potential sources of FOG at the subject premises,

(5) Users shall empty and service grease traps and interceptors to comply with the performance criteria in Section III-(1) of this Policy as often as necessary, but in any event no longer than every sixty (60) days. The Town may require a specific schedule if deemed necessary by the Town. Under-the-counter types of grease traps and interceptors shall be cleaned as least daily, and shall comply with the performance criteria of Section III of this Policy. There shall be no reintroduction of wastewater back into the grease trap or interceptor unless and until said wastewater has been proven to contain 100 mg/l or less of FOG. Under no circumstances shall the sludge or scum layer be reintroduced or discharged into the Town's wastewater collection system or POTW.

(6) Users shall supply (i) an adequate sampling point downstream of the grease trap or interceptor, prior to mixing with other sanitary flows, and (ii) an accessible entry into each chamber of the grease trap or interceptor. The minimum requirements for the sampling point shall be a four (4) inch vertical clean-out. The Town shall have the right to inspect at any time and without prior notice.

(7) User shall retain detailed records on site for a minimum of three (3) years reflecting all maintenance carried out pursuant to this Policy. At a minimum, such records shall contain the following information: date of service, name of the employee involved, and a receipt reflecting all services rendered by the waste hauler providing the service.

(8) Users are required to keep the grease trap or interceptor free of inorganic solids such as grit, towels, gloves, cigarettes, eating utensils, etc., which could clog or settle in the trap or interceptor, thereby reducing the effective volume or capacity of the trap or interceptor.

(9) Users are required to ensure that all waste material removed from grease traps and interceptors is disposed of in a manner that complies with all federal, state and local statutes, rules,

regulations, policies and ordinances. At no point shall such waste material be reintroduced into the Town's wastewater collection system or POTW.

(10) Except as provided herein, for a period of one (1) year following the adoption of this Policy, no enforcement actions will be taken under this section for failure to achieve the performance criteria specified in Section III of this Policy. If, during such period, (i) an obstruction of any of the Town's sanitary sewer mains occurs or causes a sewer overflow, spill, leak or other event with any environmental impact, and (ii) such overflow, spill, leak or other event may be attributable in part or in whole to a particular User, then the Town will seek enforcement action under Section IV of this Policy: For purposes of this section, an overflow, spill, leak or other event shall be deemed to have an environmental impact when (i) such overflow or other event involves an amount of wastewater equal to or in excess of one thousand (1,000) gallons, or (ii) any amount of wastewater reaches any body of surface water, or (iii) results in any type of violation of any federal, state or local statute or ordinance or violates any rule, regulation, or policy of the Environmental Protection Agency, the Alabama Department of Environmental Management, or any other federal, state or local agency.

IV. Enforcement. Any User that fails to comply with the requirements of this Policy shall be subject to a fine or termination of sewer services as determined by the Sewer Manager of the Town or his designee.

A violation of any provision of this Policy shall subject the User to a fine up to \$100.00 for the first violation, up to \$250.00 for the second violation, and a fine up to \$1000.00 or termination of sewer services for the third violation. Any violation of this Policy which does not result in termination of sewer services shall be corrected within thirty (30) days of the notice of violation. The failure to correct the violation within thirty (30) days of the notice of violation shall subject the User to revocation of sewer services, unless the User is granted additional time by the Sewer Manager or his designee to come in compliance with this Policy. The following acts subject the User to immediate termination of sewer services:

- (1) Failure to install a grease trap or interceptor as required by this Policy;
- (2) Failure to factually and accurately report the operations of the User's facility or Commercial Establishment, Industrial Establishment, or Cooking Establishment which affect and impact the wastewater discharge into the Town's wastewater collection system or POTW;
- (3) Failure of the User to report significant changes in its operations;
- (4) Refusal of reasonable access to the User's premises for purposes of inspection or monitoring by a designated Enforcement Official; or
- (5) Repeated violations of any part of this Policy,

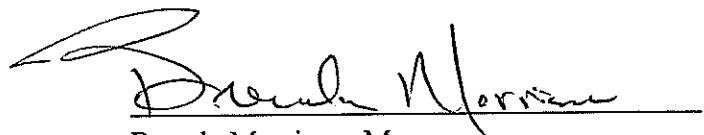
The Town specifically reserves the right to terminate sewer services to any User if it is determined by the Town and its Engineer that the User's sewer discharge is adversely affecting the

Town's wastewater collection system or POTW and untreatable by the Town without the User's pretreatment before discharge. Termination of sewer service can include, but not limited to disconnection of or blocking off the User's sewer service.


Any User adversely affected by an enforcement decision issued pursuant to this Section shall be entitled to a hearing before the full Town to review the Sewer Manager's decision, in order for a User to avail himself to such a hearing the User must make a written request to the Town for such hearing within seven (7) days of the adverse decision. If such a request for hearing is made the Town shall hold the hearing at its next regularly scheduled Town meeting after the request is made. At the hearing the Sewer Manager or his designee shall present to the Town the reasons the enforcement decision. Thereafter, the User shall present its reasons why the enforcement decision should be overturned. After consideration of all such evidence the Town shall vote whether to uphold the Sewer Manager's decision or to overturn the decision. No formal rules of evidence or procedure shall apply to the hearing.

V. International Plumbing Code. The Town has previously adopted the International Plumbing Code (2009 Edition) ("IPC") as the co systems within the jurisdiction of the Town. It is the intent of this Policy to be read and interpreted alongside the IPC so as to give full force and effect to the purpose of this Policy. However, where the IPC and this Policy may be inconsistent the IPC should prevail, but only so long as it will prevent or significantly limit the introduction, contribution and discharge of FOG into the Town's wastewater collection system or POTW.

Adopted this the 4th day of October, 2021.


Brenda Morrison, Mayor

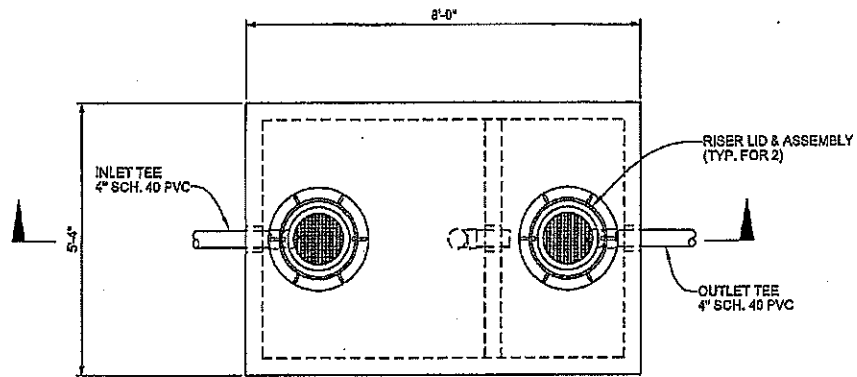
Attest:


Tracy Burt, Town Clerk

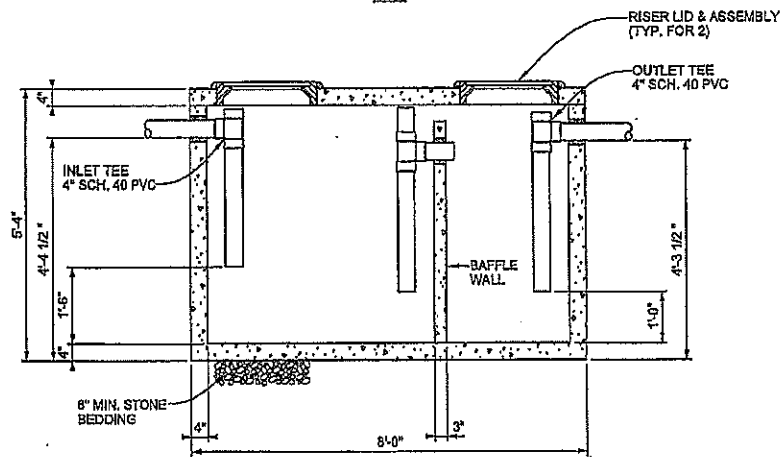
GREASE INTERCETOR MAINTENANCE RECORD

NAME OF RESTAURANT:					
BUSINESS ADDRESS:					
BUSINESS PHONE NO.					
OWNER'S NAME:					
TRAP #	LOCATION	INSPECTION DATE	DATE OF GREASE REMOVAL	DISPOSAL METHOD	INITIAL OF OPER.
COMMENT					

1,000 GALLON GREASE TRAP



PLAN



SECTION

GENERAL NOTES:

1. CONCRETE SHALL BE 4000 PSI @ 28 DAYS.
2. ENTRAINED AIR SHALL BE 4% - 6%.
3. TANK PENETRATIONS SHALL BE INTEGRALLY CAST.
4. ALL JOINTS SHALL BE SEALED WITH BUTYL RUBBER JOINT SEALANT.
5. ACCESS COVERS SHOULD HAVE RISERS TO BRING COVER ACCESS TO GRADE.

Ordinance Number 10182021a

**ORDINANCE TO ESTABLISH VOTING POLL PLACE
FOR THE TOWN OF VANCE, ALABAMA**

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF VANCE,
ALABAMA, AS FOLLOWS:**

WHEREAS the Town of Vance believes it to be in the best interest of its citizens to change the voting poll place for the purpose of all future municipal elections; and

WHEREAS, after due notice as required by law, the voting poll place for all municipal elections, shall be changed to the Town of Vance Activity Center located at 17718 Vance Municipal Drive Vance, AL 35490.

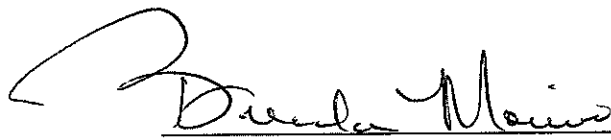
WHEREAS the Town Council for the Town of Vance after due consideration deem that the change is proper and believed to be in the best interest of the Town of Vance.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF VANCE, ALABAMA, that the below voting place be established as the voting poll location for the Town of Vance and is hereby accepted as stated:

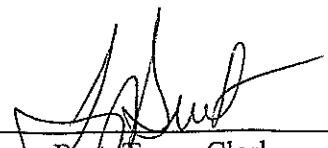
Town of Vance Activity Center
17718 Vance Municipal Drive
Vance, AL 35490

Any previous Ordinances designating voting places are hereby repealed in their entirety. All other Town Ordinances or parts thereof in conflict with the provisions of this Ordinance, in so far as they conflict, are hereby repealed.

ADOPTED AND APPROVED THIS THE 18th DAY OF October,
2021.


Brenda Morrison, Mayor

Attest:


Tracy Burt, Town Clerk

Ordinance Number 10182021

**ORDINANCE ADOPTING CONSTRUCTION, RIGHT-OF-WAY
AND FRANCHISE AGREEMENT**

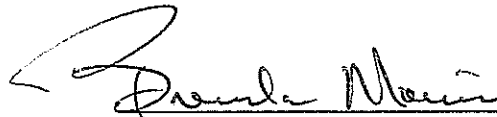
WHEREAS, the Mayor and the Town Council wish to address the changing telecommunication needs of the Town of Vance; and

WHEREAS, in recognition of the above, the Mayor and Town Council desire to improve telecommunication services within the Town of Vance to improve services and quality of life of the Town's residents.

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF VANCE,
ALABAMA, AS FOLLOWS:**

The Town of Vance shall contract with C Spire as set out in the Construction, Right-of-Way Use & Franchise Agreement attached hereto as Exhibit "A" and incorporated herein by reference as if fully set out verbatim.

ADOPTED AND APPROVED THIS THE 18th DAY OF October,
2021.


Brenda Morrison, Mayor

Attest:

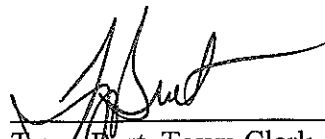

Tracy Burt, Town Clerk

EXHIBIT "A"

CONSTRUCTION, RIGHT-OF-WAY USE & FRANCHISE AGREEMENT

THIS CONSTRUCTION, RIGHT-OF-WAY USE and FRANCHISE AGREEMENT (this "Agreement") is entered into on this ___ day of _____, 2021 (the "Effective Date"), by and between the TOWN OF VANCE, ALABAMA (the "Town"), and TELEPAK NETWORKS, INC. AND ITS AFFILIATES d/b/a C Spire ("C Spire"). Town and C Spire are sometimes referred to individually herein as a "Party" and collectively as the "Parties."

WHEREAS, the Town is the owner of certain rights-of-way located along streets maintained by and under the control of the Town (the "Rights-of-Way"), and the Town is authorized to grant corporations the non-exclusive right to construct, operate, and maintain a telecommunications system within the Town; and

WHEREAS, C Spire is qualified to do business in the State of Alabama, has been granted a Certificate to provide utility services in the State of Alabama by the Alabama Public Service Commission and desires to provide Telecommunications Services and Video Services within the Town; and

WHEREAS, the Town and C Spire desire to enter into this Agreement concerning the installation and maintenance of telecommunications facilities within the Town's Rights-of-Way, and certain other matters more fully contained herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms, phrases, words, and abbreviations shall have the following meanings:

(a) "Facilities" means all fiber optic cable, conduit, poles, wires, telecommunications, amplifiers, electronics, transmission and reception equipment, pedestals, towers, dishes, supporting hardware, and related equipment and fixtures necessary and desirable to construct and maintain the Telecommunications System and to provide Services under this Agreement.

(b) "Other Services" means services lawfully provided by C Spire within the Town in addition to Telecommunications Services and Video Services including, without limitation, broadband services, and internet access services.

(c) "Person" shall mean any person, firm, partnership, association, corporation, limited liability company, or organization of any kind.

(d) "Public Ways" shall mean the area on, below, or above any real property in Town in which the Town has an interest including, but not limited to any street, road, highway, alley, sidewalk, parkway, park, skyway, or any other place, area, or real property owned by or under the control of Town, including other dedicated Rights-of-Way for travel purposes and utility easements.

(e) "Services" collectively refers to Other Services and Telecommunications Services.

(f) "Subscriber" means a Person who lawfully receives Services with C Spire's express permission within the Town.

(g) "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

(h) "Telecommunications Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of facilities used.

(i) "Telecommunications System" means C Spire's Facilities, consisting of a set of closed transmission fiber optic paths and associated signal generation, reception, and control equipment or other communication equipment that is designed to provide Services to Subscribers.

(j) "Video Services" means the one-way transmission to Subscribers within the Town of video programming (programming provided by, or generally considered comparable to programming provided by, a television broadcast station) or other programming services typically provided by a Multi-channel Video Programming Distributor ("MVPD") and made available to all Subscribers within the Town generally, but not to include over-the-top services such as Hulu, Netflix or Sling.

(k) "Basic Video Services Tier" means the Video Services tier which includes the retransmission of local television broadcast signals and which is also the tier to which the largest number of Subscribers are currently purchasing.

(l) "Gross Revenues" means any revenue derived by C Spire from the operation of the Telecommunications System to provide Telecommunications Services and/or Video Services to Subscribers within the Town, adjusted for non-payment. Gross Revenues shall include (i) Video Services fees for any of C Spire's Video Services or Video Services Tier and (ii) Telecommunications Services fees for C Spire's local calling plan offering. Gross Revenues shall also include (i) recurring charges for Video Services, including late fees; (ii) event based charges for Video Services, including pay-per-view and video-on-demand charges; (iii) monthly recurring charges for the rental of Video Services Equipment and Video Services accessories; (iv) customer service charges related to the provision of Video Services, including activation, home installation, and

repair; (v) advertising revenue and home shopping commissions and (vi) administrative charges related to the provision of Video Services, including service order and service termination charges. Gross Revenues shall not include (i) any taxes on Services furnished by C Spire by any municipality, state, or other governmental unit and collected by C Spire for such governmental unit; (ii) amounts passed back to the Subscribers through retail discounts, refunds, rebates or other direct promotions; (iii) non-collectible amounts due Franchisee or its customers after commercially reasonable efforts are made to collect; (iv) non-operating revenues such as interest income or gain from the sale of an asset; (v) site acquisition, construction management or supervision fees related to or incurred in support of the installation of the Facilities; (vi) contributions of capital by any third party to reimburse Franchisee in whole or in part for the installation of the Facilities; (vii) revenues from the sale or lease of customer premise equipment and/or accessories unrelated to Video Services; (ix) charges for Other Services that are aggregated and bundled with amounts billed to Subscribers; and/or (x) other charges unrelated to Video Services or Telecommunications Services that are aggregated or bundled with amounts billed to Subscribers.

2. **Grant.** Town grants C Spire the non-exclusive right and license to construct and operate a Telecommunications System in the Rights-of-Way and a non-exclusive franchise to provide Services to Subscribers located within the Town. Subject to the terms of this Agreement and applicable law, C Spire may erect, install, construct, operate, maintain, repair, replace, expand, and reconstruct its Telecommunications System in any Rights-of-Way.

3. **Term.** The license granted under this Agreement shall be for an initial term of ten (10) years from the Effective Date, unless otherwise lawfully terminated (the "Initial Term"). At the end of the Initial Term this Agreement shall automatically renew for successive ten (10) year terms (each, a "Renewal Term") unless either Party gives the other Party written notice of termination at least twenty-four (24) months prior to the end of the Initial Term or any Renewal Term, as applicable. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term."

4. **Installation of Facilities.** C Spire shall not install any new Facilities in any Public Way without having received a permit from the Town. C Spire shall install all Facilities so as to minimize interference with the proper use of Public Ways, public utilities, and with the rights and reasonable convenience of the Town and property owners whose property adjoins any Public Ways. C Spire agrees to the following conditions, limitations, and restrictions related to the installation of its Facilities in, on or through any portion of the Rights-of-Way:

(a) C Spire shall hold a pre-construction meeting with Town at least ten (10) days prior to beginning any construction to advise Town of its planned activities.

(b) C Spire agrees to supply the Town with digital drawings of construction plans ten (10) days prior to construction and digital as-built drawings within six (6) months of the completion of any construction. Final drawings will be supplied in Autocad 2000 using NAD 83 coordinates, GIS format, or such other digital formats as are reasonably acceptable to the Parties.

(c) C Spire agrees to "white-line" its path for planned construction for the day of construction.

(d) C Spire lines, where feasible, shall have at least a 12" separation vertically and where feasible at least 24" separation horizontally from all Town utility lines, including gas lines, water lines and sewer lines.

(e) C Spire agrees, where feasible, to stay three (3) feet away, measured horizontally, from power poles unless it is utilizing such poles pursuant to a pole attachment arrangement.

(f) C Spire or C Spire's contractor will request locates and Town shall provide locates of its facilities as required by Alabama's 811 law and regulations. C Spire will not locate Town's utility lines or those of any third party physically or on maps or drawings. C Spire hand hole and clean-up crews will set hand holes and complete clean-up for each section within 2-3 work days after placement of conduit, weather permitting.

(g) C Spire shall clear the streets of any drill mud, debris and other obstructions that accumulate as a result of C Spire's construction activities and will not permit its activities to create a hazard to any persons or property. In the event that any such drill mud, debris or other obstruction caused by C Spire's activities encroaches upon the street, C Spire shall take immediate corrective action to remove the same.

(h) If streets and other Public Ways are damaged by C Spire, its employees, agents or contractors in installation or subsequent maintenance and repair of its Facilities, C Spire, upon written notice from the Town and at C Spire's sole expense, shall promptly repair and restore such streets or public ways to the same or better condition than such streets or public ways were in prior to such damage, and to the reasonable satisfaction of the Town.

(i) C Spire shall contact affected property owners to discuss any repairs, dress-up or clean-up of such owners' property necessitated by the installation of C Spire's fiber optic cable, and shall perform any necessary repair, dress-up or clean-up to such property at C Spire's sole expense.

(j) At all times during and after the installation of fiber optic lines, C Spire shall respond to all emergency locates to locate its fiber optic lines as required by Alabama's 811 law and regulations.

(k) At all times, C Spire shall be responsible for safety at, about and around its work and shall, at its sole expense, provide safe and adequate traffic control when necessary and at its own expense provide full and complete warnings to safeguard the public and to prevent injury or damage, including, but not limited to, any and all signage, cones, markings, lighting and otherwise deemed, in the sole discretion of C Spire, to be

adequate and C Spire shall assume all liability for any injury or damage in any way related directly, or indirectly to the provision or non-provision or inadequate provision of such controls, warnings, etc., and shall, at its sole expense, defend the Town any and all actions in any way related to any injury or damage claimed to be the result of inadequacies in traffic control, warnings, or otherwise.

(l) C Spire shall have the authority to trim trees and natural growth on the Rights-of-Way which may affect its Telecommunications System in the Service Area to prevent interference with C Spire's Facilities in accordance with the Town ordinance regarding tree cutting and removal.

(n) C Spire shall, on the request of any Person holding a permit to move a building temporarily raise or lower its aerial Facilities, if any, to facilitate the moving of such buildings. The expense of such temporary removal or raising or lowering of such aerial Facilities shall be paid by the Person requesting the same, and C Spire shall have the authority to require such payment in advance. C Spire shall be given at least sixty (60) days' advance notice to arrange such temporary aerial Facility alterations.

(o) The Town shall not charge Telepak any permitting fees of any kind during the Term.

(p) The decision of when and where to construct its Facilities is solely within the discretion of C Spire as is the determination of what Services to provide and where to provide them within the Town during the Term.

Throughout the Term of this Agreement, provided C Spire complies with the foregoing requirements, C Spire shall be entitled to expand and upgrade its Telecommunications System as it deems reasonably necessary.

5. **Relocation of Facilities.** Whenever the Town shall grade, regrade, or change the line of any street or Public Way or construct or reconstruct any sewer or water system therein and shall, with due regard to reasonable working conditions, order C Spire to relocate or protect its Facilities located in said street or Public Way, C Spire shall relocate or protect its Facilities at its own expense; provided, however, if the Town compensates any Person for similar work then C Spire shall be similarly compensated. Further, where the Town has determined that the location of C Spire's Facilities is unsafe, interferes with traffic control devices, or otherwise may be harmful to the public health, safety, and welfare as determined in the reasonable judgment of the Town, C Spire shall move such Facilities to an alternate location as directed by the Town. The Town shall give C Spire reasonable notice of plans to grade or change the line of any street or Public Way or to construct or reconstruct any sewer or water system therein or of any demand that the Facilities be relocated for the reasons set forth herein. C Spire may also be required to relocate its Facilities where public utilities or other users of the Public Way require access; provided, however, that nothing herein shall be construed as a waiver of C Spire's rights under applicable law. Any such movement shall be at the expense of the third party. With respect to location of its existing public utility lines, the Town agrees that during the period of C Spire's installation of fiber optic lines pursuant to this Agreement, the Town will locate all Town public

utility lines as required by Alabama's 811 laws. It shall be the duty of C Spire or its contractor(s) to request the Town to locate the public utility lines.

6. **Damage to Existing Utilities.** C Spire hereby agrees that (a) during the installation process, and (b) at any time after such installation, C Spire will immediately notify the appropriate utility provider in the event that C Spire, or any of its related entities, employees, agents or contractors damages a utility line, including private service lines. Provided that the party owning the lines has complied with Alabama's 811 law and regulations then any repairs to such utility lines and private service lines must be made immediately, and at C Spire's sole expense, and shall only be made by appropriately licensed and bonded contractors.

7. **Compliance with Codes.** All construction, installation, maintenance, and operation of the Telecommunications System or of any Facilities employed in connection therewith shall comply with the provisions of the National Electrical Safety Code as prepared by the National Bureau of Standards, the National Electrical Code of the National Council of Fire Underwriters, any standards issued by other federal or state regulatory agencies in relation thereto, and local zoning regulations. C Spire shall comply with ordinances, rules, and regulations established by the Town pursuant to the lawful exercise of its police powers and generally applicable to all users of the Public Way. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. Town reserves the right to lawfully exercise its police powers. C Spire will comply with the Federal Communications Commission customer service standards set forth under 47 C.F.R. 76.309(c)(1), (2)(ii)-(v), (3)-(4). The Town acknowledges that due to the nature of the equipment and underground fiber installation practices of C Spire which differ substantially from this of traditional cable television service providers, compliance with 47 C.F.R. 76.309(c)(2)(i) is not practicable or required.

8. **Indemnity to Town.** At all times both during and after installation, so long as C Spire's Telecommunications System is located upon any portion of the Town's Rights-of-Way, C Spire covenants, warrants and agrees to indemnify and hold harmless the Town, its officers, employees, agents and contractors, of and from any and all suits, damages, claims, liabilities, losses and expenses, including reasonable attorney's fees, directly or indirectly arising from or related to: (a) the installation, operation, repair or maintenance by any Person of C Spire's Telecommunications System within the Town; (b) provided that the Town has complied with Alabama's 811 law and regulations, any injury, loss or damage to the Town's utility lines arising from or related to the installation, operation, repair or maintenance of C Spire's Telecommunications System; and (c) provided that the private service line owner has complied with Alabama's 811 law and regulations, any injury, loss or damage to private service lines arising from or related to the installation, operation, repair or maintenance of C Spire's Telecommunications System. Without the intent of limiting any of the foregoing, it is agreed that C Spire shall indemnify and hold harmless, the Town, its officers, officials, employees, agents and contractors of and from any and all claims for personal injury, wrongful death, property damage, or otherwise alleged to be directly or indirectly attributable, in whole or in part, to the acts or omissions of C Spire or its officers, employees, agents, or contractors in connection with the subject of this Agreement, which indemnity shall be at the sole expense of C Spire, including the obligation to pay any and all sums required, including any settlement, judgment, attorney fees, court costs, or otherwise. In the event Town believes it has a claim subject to

indemnification it must promptly give C Spire written notice of such claim. Within sixty (60) days of its receipt of written notice of the Town's claim, C Spire shall notify Town in writing whether it will defend such claim. If C Spire assumes the defense of such claim it shall be entitled to defend the claim in any manner it sees fit including settlement, provided no settlement imposes liability on Town without Town's prior written consent

9. **Franchise Fee.**

(a) Franchise Fee. When and if C Spire provides local Telecommunications Services to Subscribers within the Town, C Spire shall pay the Town a franchise fee equal to (i) two percent (2%) of the monthly service charge revenue from sales of local Telecommunications Services to Subscribers located within the Town, and (ii) when and if C Spire provides Video Services to Subscribers located within the Town, a video services franchise fee equal to the lesser of: (A) five percent (5%) of Gross Revenues received by C Spire from sale of the Video Services to Subscribers within the Town; and (B) the lowest percentage payable by a third party provider of Video Services to Subscribers within the Town (collectively, the "Franchise Fee"). The payment of the Franchise Fee shall be made on a quarterly basis and shall be due and payable no later than forty-five (45) days after the last day of each March, June, September and December throughout the Term of this Agreement. Each Franchise Fee payment shall be accompanied by a certified report from a representative of C Spire, which shows the basis for the computation of all monthly service charge revenue from providing local Telecommunications Services and Gross Revenues received by C Spire from sale of the Video Services to Subscribers located within the Town limits during the period for which such Franchise Fee payment is made. If the Franchise Fee payment is not actually received by the Town on or before the applicable due date set forth in this Section, interest shall accrue on the outstanding amount at the lesser of one percent (1%) per month or the highest rate allowed under Alabama law for the period of delinquency.

(b.) Discounted Rates If C Spire Subscribers are offered what is, in effect, a discount for "bundled" services (i.e. Subscribers obtain Video Services and some other non-video goods or service) then for the purpose of calculating Gross Revenues, the discount shall be applied proportionately to Video and non-Video goods and services, in accordance with the following example:

Assume a Subscriber's charge for a given month of Video Service alone would be \$40, for local telephone service alone would be \$30, and for high speed internet service alone would be \$30, for a total of \$100. In fact, the three (3) services are offered in effect at a combined rate where the Subscriber receives what amounts to a twenty percent (20%) discount from the rates that would apply to a service if purchased individually (i.e. \$80 per month for all three (3) services). The discount (here, \$20) for Gross Revenue computation purposes would be applied pro rata so that the Gross Revenue for Video Service are deemed to be \$32 (\$40 less 20% of \$40). The result would be the same if the Subscriber received a \$20

discount on telephone service on the condition that he or she also subscribes to Video Service at standard rates.

In no event shall C Spire be permitted to evade or reduce applicable Franchise Fee payments required to be made to Town due to discounted bundled services.

(b.) Audit. During the Term of this Agreement, once every twelve (12) months and upon reasonable prior written notice, during normal business hours, the Town shall have the right to inspect C Spire's financial records used to calculate the Town's Franchise Fee, and the right to audit and to re-compute any amounts determined to be payable under this Section at Town's expense; provided, however, that any such audit shall take place within two (2) years from the date Town received such payment, after which period any such payment shall be considered final. If Town believes it is owed any additional compensation from C Spire it will give C Spire notice of same along with a calculation of the additional amount. The Parties shall work together in good faith to resolve the matter. Any additional amounts due to either Party shall be promptly paid within thirty (30) days following resolution of the payment dispute.

10. **Public, Education and Government Access Channel.**

(a) PEG Access Channel. At any time after C Spire begins to offer Video Services on a commercial basis to Subscribers within the Town, the Town may request C Spire to provide the Town one (1) video channel for noncommercial PEG Access use. C Spire shall provide the PEG Access channel within one hundred and eighty (180) days of Town's request.

(b) Regulation of PEG Access Channel. The Town shall establish reasonable regulations governing use by the public of the PEG Access channel and the content broadcast over the channel. C Spire shall have the right to prohibit the broadcast of inappropriate or illegal programming over the channel in its sole reasonable discretion and in accordance with applicable law. The Town shall be solely responsible for all costs, expenses, and equipment necessary for and related to producing or transmitting content over the PEG Access channel. C Spire shall have no obligation, financial or otherwise, other than the obligation to provide access to one video channel for noncommercial PEG Access use.

(c) Return of PEG Access Capacity to C Spire. In the event that unused capacity exists on the PEG Access channel, C Spire may request the Town to return that capacity to C Spire for C Spire's use. The Town shall not unreasonably deny such request.

11. **Liability Insurance.** At all times, C Spire shall maintain, at its own cost and expense, a general liability policy in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000 general aggregate limit for bodily injury and property damage. Such policy or policies shall designate the Town as an additional insured and shall be non-cancellable except upon thirty (30) days' prior written notice to the Town. The Town shall be provided with a

certificate of such coverage. C Spire also currently maintains umbrella liability policies of at least \$10,000,000 in aggregate. In addition, C Spire shall secure any and all other insurance as C Spire, in its sole discretion deems appropriate. Nothing in this paragraph is intended to be a waiver of the Town's immunity under State-agent immunity.

12. **Books and Records.** Throughout the Term of this Agreement, C Spire agrees to keep such books and records regarding the operation of the Telecommunications System and the provision of Telecommunications Services in the Town as are reasonably necessary to ensure the C Spire's compliance with the terms and conditions of this Agreement. Such books and records shall include, without limitation, any records required to be kept in a public inspection file by C Spire pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters, which may be the subject of an audit by the Town shall be retained by C Spire for a minimum period of three (3) years; provided it is understood that C Spire only retains call records for eighteen (18) months.

13. **Transfer of Ownership or Control**

(a) C Spire shall not transfer this Agreement or any of C Spire's rights or obligations in or regarding the Agreement without the prior written consent of the Town. No such consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of C Spire in the Agreement or in the System in order to secure indebtedness, (ii) a transfer to any Person controlling, controlled by or under the same common control as C Spire, or (iii) a transfer to any Person purchasing all or substantially all of the assets or common stock of C Spire.

(b) C Spire shall give Town prior written notice of any impending transfer of Control of C Spire or its assets under Sections 12 (a)(ii) or (iii). Furthermore, C Spire shall ensure that the Person to whom Control of C Spire or its assets is transferred is authorized by the applicable state or federal authority to occupy the Public Ways pursuant to this Agreement and assumes in writing all of the obligations of C Spire under this Agreement effective as of the date of the transfer of Control or sale. C Spire shall provide Town with a copy of such assignment instrument upon request. The transfer of Ownership or Control pursuant to this section shall not be deemed to waive any rights of Town to subsequently enforce noncompliance issues relating to this Agreement even if such issues predated the transaction, whether known or unknown to Town.

(c) For purposes of this Section 13 "Control" means ownership of a majority interest or the actual working control and day to day management of C Spire.

14. **Compliance with Applicable Law.** C Spire shall at all times comply with all laws applicable to its provision of Telecommunications Services in the Town. Notwithstanding the foregoing, the Franchise Fees paid pursuant to this Agreement shall replace and be paid in lieu of any business license fees normally assessed to Telepak pursuant to Alabama law.

15. **Enforcement and Termination.**

(a) Breach. In addition to all other rights and powers retained by the Town under this Agreement or otherwise, the Town reserves the right to terminate this Agreement and all rights and privileges of C Spire hereunder in the event of a material breach of its terms and conditions.

(b) Notice of Violation. In the event the Town believes C Spire has not complied with the provisions of this Agreement, the Town shall make a written demand that C Spire comply with any such provision, rule, order, or determination under or pursuant to this Agreement. If the violation by C Spire continues for a period of thirty (30) days following C Spire's receipt of such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the Town may place the issue of termination of the Agreement before the Town Council. The Town shall cause to be served upon C Spire, at least twenty (20) days prior to the date of such a Council meeting, a written notice of intent to request such termination, the provisions of this Agreement under which termination is sought, and the time and place of the meeting. Public notice shall be given of the meeting and issues that the Council is to consider pursuant to the requirements of Alabama law.

(c) Consideration of Breach. The Town Council shall hear and consider the issue and shall hear any Person interested therein and shall determine whether or not any substantial breach by the C Spire has occurred.

(d) Declaration of Forfeiture. If the Town Council shall determine the violation by the C Spire was the fault of C Spire and within its control, the Council may, by resolution (i) seek specific performance of any provisions which reasonably lends itself to such remedy, as an alternative to damages; or (ii) commence or action at law for monetary damages; or (iii) declare a substantial breach and declare that this Agreement shall be terminated unless there is compliance within such period as the Council may fix, such period not to be less than sixty (60) days, provided no opportunity for compliance need be granted for fraud or misrepresentation.

(e) No Forfeiture of Legal Rights or Remedies. Nothing herein shall be construed as a waiver or forfeiture of any right or remedy that either Party may have concerning or arising out of this Agreement, including the right to seek judicial redress for any breach or violation of the terms of this Agreement.

16. Miscellaneous.

(a) Applicable Law. This Agreement will be deemed to be a contract made under the laws of the State of Alabama and for all purposes will be governed by and interpreted in accordance with the laws prevailing in the State of Alabama, without regard to principles of conflict of laws.

(b) Entire Agreement. The terms and provisions of this Agreement constitute the entire agreement between the Parties, and there are no collateral agreements or

representations or warranties other than as expressly set forth or referred to in this Agreement.

(c) Inurement. This Agreement shall be binding upon, and shall inure to the benefit of, the respective Parties, their successors and assigns, including any and all subsequent owners of the fiber optic lines installed pursuant to this Agreement.

(d) Fees and Costs. In the event of any disputes or controversies arising from the Agreement or its interpretation, each Party will bear its own attorneys' fees and costs incurred in connection with same.

(e) No rights to private property. Nothing in this Agreement shall be construed expressly or impliedly to grant to C Spire any rights with respect to any private property.

(f) C Spire repair, inspection, etc. All of the obligations imposed by this Agreement upon C Spire with regard to construction shall be equally applicable in the event that C Spire or its agents, employees or contractors, repair, inspect, or otherwise, deal with the Rights-of-Way. All obligations, duties and responsibilities imposed upon C Spire by this Agreement shall be continuing and not limited solely to the construction period.

(g) Independent contractor. The Parties stipulate and agree that C Spire is an independent contractor and neither Party shall take any action or make any statement that could, in any way, suggest a different relationship between the Parties. It is specifically agreed that the Parties hereto are not partners or joint venturers and do not occupy any similar relationship.

(h) No guaranty, etc. by Town. It is hereby agreed that neither the Town nor any of its officers, officials, employees, agents or contractors have made any guaranty, representation, promise or assurance to C Spire or its officers, officials, employees or contractors, other than as expressly contained in writing in this Agreement and C Spire stipulates and agrees that it is not relying upon any promise, representation, guaranty or assurance, other than as is contained in writing in this Agreement.

(i) Notice. Any notice or response required under this Agreement shall be in writing and shall be deemed given upon receipt: (i) when hand delivered; (ii) when delivered by commercial courier; or (iii) after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, return receipt requested. The addresses of the Parties for notice are as follows:

If to Town: Town of Vance, Alabama

If to C Spire: Telepak Networks, Inc.
Mark Rigney, Sr. Vice President
1018 Highland Colony Parkway, Suite 400
Ridgeland, Mississippi 39157

With copy to: Charles L. McBride Jr.
SVP- Legal & General Counsel
1018 Highland Colony Parkway, Suite 700
Ridgeland, Mississippi 39157

The Town and C Spire may designate such other address or addresses from time to time by giving notice to the other as provided in this section.

(j) Severability. If the legislature or a court or regulatory agency of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unconstitutional, all other terms of this Agreement will remain in full force and effect for the Term of the Agreement and any renewal.

(k) Change of Law. In the event that any effective legislative, regulatory, judicial, or legal action materially affects any material terms of this Agreement, or the ability of Town or C Spire to perform any material terms of this Agreement, the Parties agree to amend this Agreement as necessary to comply with the changes in law within thirty (30) days of receipt of written notice of such change in law.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers effective as of the Effective Date.

TELEPAK NETWORKS, INC.

Mark Rigney, Sr. Vice President

THE TOWN OF VANCE, ALABAMA

By: Brenda Morrison

Name: Brenda Morrison

Title: Mayor