

ORDINANCE NO. 74

AN ORDINANCE GRANTING ARKANSAS LOUISIANA GAS COMPANY THE RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE A NATURAL GAS DISTRIBUTION SYSTEM AND TO USE THE PUBLIC STREETS AND PUBLIC GROUNDS FOR THAT PURPOSE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLINTON, ARKANSAS:

That Arkansas Louisiana Gas Company, its successors and assigns, hereinafter called "Grantee," are hereby granted the right to construct, maintain and operate in this Municipality a system for the transportation, distribution and sale of natural gas and to use, and excavate in, the public streets, sidewalks, alleys and grounds for that purpose, for the period provided by law.

The system shall be installed and operated in a workmanlike manner, and this Municipality shall be held harmless from any damages caused by the negligence of Grantee's employees in the course of their employment. Grantee shall tunnel beneath paved streets, sidewalks and alleys wherever practical in laying and replacing mains. Grantee shall refill its excavations and restore sidewalks and pavements promptly, and if this is not done within a reasonable time then it may be done by this Municipality at Grantee's expense. Grantee's lines shall be laid so as not to interfere with the present sewer system, and if a new sewer line crosses Grantee's pipeline at the same level, then this Municipality may, if Grantee has not done so after the reasonable notice, raise or lower Grantee's line at Grantee's expense but only under Grantee's supervision. This Municipality may inspect Grantee's construction work at any time, or have said work inspected by a qualified engineer.

Grantee shall deliver gas to the consumer at the curb line, or within 10 feet of the property line where no curb line has been determined, and all service pipes and facilities necessary to receive and utilize the gas at that point shall be furnished and

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maintained by the consumer, except that Grantee shall furnish and connect the gas meter. Title to all equipment installed by Grantee shall remain in Grantee. Grantee shall extend its mains to serve new customers where reasonably assured of enough new customers and revenues therefrom to justify the capital expenditure necessary to establish the service. Grantee may promulgate and enforce reasonable rules, regulations and requirements governing sale, delivery, receipt and use of gas furnished by Grantee and the commencement and discontinuance of gas service.

The applicable rates set forth in the attached schedules, which are made part hereof by this reference, shall be charged for gas service by Grantee until said rates are raised or lowered in the manner provided by law.

The provisions hereof are intended to be separate and severable, and the holding of any portion hereof to be invalid shall not affect the other portions.

This ordinance shall not be effective unless accepted by Grantee by written notice to the Mayor within ninety (90) days after either the date of its passage or the date all approvals necessary to enable Grantee to serve this Municipality have been granted by federal and state authorities with jurisdiction, whichever is later.

PASSED AND APPROVED THIS 4th day of November, 1965.

D PATRICK ELLIS, Mayor.

ATTEST: FLOY BERKOWITZ, Recorder

ARKANSAS LOUISIANA GAS COMPANY
NATURAL GAS SERVICE
CLINTON, ARKANSAS

Schedule No. 1
Class of Service - Domestic

AVAILABILITY:

This schedule is available to domestic customers defined as those consuming gas for heating, lighting, cooking, refrigeration, air conditioning and for other purposes in private residences or in an individual flat or apartment in a multiple unit building.

NET MONTHLY RATE:

First	1 M.C.F. or less	at \$2.50
Next	9 M.C.F.	at \$1.00 per M.C.F.
Next	15 M.C.F.	at \$0.80 per M.C.F.
All over	25 M.C.F.	at \$0.65 per M.C.F.

MINIMUM CHARGE:

\$2 50 per month net

TERMS OF PAYMENT:

The net monthly bill is payable within ten days from the date of the bill. If the bill is not paid within this period, an additional amount of ten per cent (10%) shall be added.

TERM OF CONTRACT:

Open

Schedule No. 2
Class of Service - Commercial

AVAILABILITY:

This schedule is available to commercial customers defined as those consuming gas for heating, lighting, cooking, refrigeration, air conditioning and for other purposes in establishments of a commercial nature, recognized rooming or boarding houses, in professional offices and in schools, colleges, churches, and hospitals.

This schedule is not available to a residential apartment as defined by Rule VI (d) of the Company's Standard Rules and Regulations.

NET MONTHLY RATE:

First	1 M.C.F. or less	at \$2.50
Next	9 M.C.F.	at 1.00 per M.C.F.
Next	15 M.C.F.	at 0.80 per M.C.F.
All over	25 M.C.F.	at 0.65 per M.C.F.

MINIMUM CHARGE:

\$2 50 per month net

TERMS OF PAYMENT:

The net monthly bill is payable within ten days from the date of the bill. If the bill is not paid within this period, an additional amount of ten per cent (10%) shall be added.

TERM OF CONTRACT:

Open

Schedule No. 3
Class of Service - Industrial

AVAILABILITY:

This schedule is available to industrial customers, defined as those consuming gas for manufacturing purposes under boilers, in gas engines, in kilns, in ovens and in other processing operations.

If the customer's operations involve the use of gas otherwise properly classified as commercial service, and such use is more than nominal, the Company, at its option, may require the customer to arrange his piping so that such commercial use may be measured separately and billed at the appropriate commercial rate. If the customer does not so arrange his piping after notice, the customer's entire consumption, subsequent to the date of such notice, may be billed at the appropriate commercial rate.

MONTHLY NET RATE:

First	1 M.C.F. or less	at \$2.50
Next	9 M.C.F.	at 1.00 per M.C.F.
Next	15 M.C.F.	at 0.80 per M.C.F.
Next	50 M.C.F.	at 0.65 per M.C.F.
All over	75 M.C.F.	at 0.45 per M.C.F.

MINIMUM CHARGE:

\$2.50 per month net.

TERMS OF PAYMENT:

The net monthly bill is payable within ten days from the date of the bill. If the bill is not paid within such period, an additional amount of ten per cent (10%) shall be added.

TERM OF CONTRACT:

Open