AMENDED BY 150

ORD. # 80-05

ORDINANCE NO. 81 DATE 11-4-80

AN ORDINANCE OF THE CITY OF MULBERRY, CRAWFORD COUNTY, ARKANSAS, GRANTING TO THE ARKANSAS WESTERN GAS COMPANY, A CORPORATION, THE RIGHT AND PRIVILEGE AND FRANCHISE TO LAY GAS MAINS ALONG THE STREETS, AVENUES, ALLEYS, ROADS AND HIGHWAYS AND OTHER PUBLIC PLACES OF THE CITY OF MULBERRY, CRAWFORD COUNTY, ARKANSAS, FOR THE PURPOSE OF DISTRIBUTING AND SELLING NATURAL GAS TO THE INHABITANTS OF SAID CITY AND TO OTHERS, AND ALSO TO LAY PIPE LINES IN THE STREETS, ALLEYS, AVENUES, HIGHWAYS, ROADS AND GROUNDS OF SAID CITY FOR THE PURPOSE OF CONVEYING NATURAL GAS THROUGH AND OF SAID CITY FOR DISTRIBUTION OF NATURAL GAS TO THE INHABITANTS OF SAID CITY, AND TO OTHERS BEYOND THE LIMITS OF SAID CITY OF MULBERRY, BOTH FOR INDUSTRIAL, COMMERCIAL AND DOMESTIC PURPOSES, AND PROVIDING THE REGULATION FOR THE CONDUCT OF SAID GAS DISTRIBUTION SYSTEM, AND OTHER PURPOSES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MULBERRY:

SECTION 1: That subject to the terms, conditions and stipulations mentioned in this ordinance, consent and permission ishereby given to the Arkansas Western Gas Company, a corporation organized and pursuant to the laws of the State of Arkansas, Grantee, and to its successors, leesses, and asigns to lay, construct, equip, operate, repair and maintain a system of gas mains, pipes, conduits, and feeders for the purpose of supplying and distributing natural gas for light, fuel, power, and heat and for any other purposes to the residents or inhabitants of the City of Mulberry, Arkansas, as rapidly as the said Company, Grantee herein, shall find it practicable to do so; and further, to lay, construct, operate, and maintain a system of gas mains, pipe lines, pipe conduits, and feeders and the nexessary attachments, connections, fixtures and appurtances for the purpose of conveying, conducting or distributing natural gas from any point beyond said City limits in order to enable the said Grantee to distrubute and sell natural gas to the said City of Mulberry, Crawford County, Arkansas, and to the residents or inhabitants thereof, and to others.

SECTION 2: The grantee herein is expressly given the permit. (Subject to the proviso hereinafter contained) to use the streets, avenues, roads, highways, alleys, sidewalks and other public places, as not laid out, or hereafter to be established, for the purpose of laying gas mains, pipelines, conduits, and feeders, and the necessary attachments, fixtures, connections and appurtances for the pupose of conveying or conducting natural gas from any point within the said City or to go to any point beyond the city limits of said City or to any other point, through and beyond the city limits of Said City, and to operate and maintain a system of pipe lines, pipes, conduits, feeders and the necessary attachments and fixtures, connections and appurtances for the distribution of natural gas within said city to serve the said city and the residents and inhabitants thereof, and others; provided, however, that where alleys are accessible for laying mains and pipes, the City shall have the right to require that the main and pipes shall be laid in the alleys instead of the streets, and plans for laying mains must be submitted to the

Council or specially appointed representatives before final designation is made.

SECTION 3: Subject to the proviso in Section 2 hereof, the main pipes of the Grantee may be laid in the highways, roads streets, avenues, alleys and other public places as now laid out or as the shall hereafter be established, and when laid in highways, roads, streets, avenues, alleys and other public places, same shall be laid in accordance with the lines and grades now established or hereafter to be established by the City, provided that such main pipes and service pipes be laid at the minimum depth of eighteen inches below the grade of streets, alleys, or ditches.

SECTION 4: In the opening and refilling of all openings made by the Grantee, it shall relay the pavements and do all other work necessary to complete restoration of the streets, sidewalks or grounds to the condition equally as good as when disturbed; and when the Grantees shall open any ground in said City for the purpose of laying any gas pipe or for any other purpose whatsoever, the Grantee shall open no more space at any one time or at any one place, nor keep the same open any longer than is necessary to properly execute the work for which same shall have been opened; and it is especially required that in all cases where workrequires the exercise of skill, as the laying or relaying of pavements or sidewalks, the Grantee shall employ skilled workmen familiar with the execution of such work. Whenever deemed necessary by the proper authorities it shall have the right to designate its engineer or other person to superintend and supervise the refilling of the highways, streets, avenues, roads, alleys or other public places, and the relaying or refilling of the sidewalks and other grounds disturbed for the laying of the said pipes, shall be at the expense of the Grantee.

SECTION 5: No fees or charges of any kind shall be imposed upon the Grantee or upon any successors, or upon any consumer of natural gas for the breaking or opening of any highways, streets, road, avenue, alleys, or other public places, or for the laying of any main, serviee pipe or other connections therein, except as provide therein. Nothing in this franchise shall be construed in any such manner as to in any manner abridge the right of the City and their property and the property of the Grantee.

Grantee shall at all times keep and display the necessary dangers signals and proper guards around all excavations and obstructions, and shall as soon as practicable restore all openings on the highways, roads, streets, avenues, alleys and other public places to condition equally as good as before said openings or obstructions were made.

SECTION 6: The Grantee shall do no injury to any highway, road, street, avenue, alley, lane, bridge, stream, or water course, park or public place, nor with any public or private sewer lines, nor with any public or private drainage system, or water lines, now or hereafter laid or constructed by said City or by any authorized person or corporation, but no electric conduits or sewer or water pipes shall be laid so as to interfere unnecessarily with any gas main or pipes which shall have been laid prior to the time of laying such electric conduits, sewer or water

pipes. The Grantee shall, fully indemnify and save harmless the City from any and all claims for damage for which said City shall or might be made or become liable by reason of the granting of this franchise, or any negligences or carlessness on the part of said Grantee, or because of any act or omission of the Grantee in the construction and operation ofits system of mains and pipes.

SECTION 7: The Grantee shall supply natural gas under the terms and conditions herein specified to all applicants not in arrears for any bills for natural gas, service, pipes, appliances, or other things, owning or occupying premises on or abutting the streets, avenues, or other public places in which such gas mains or conduits are laid.

The Grantee shall have the right to make and enforce a written agreement with all applicants for natural gas; and rate to be charged for natural gas, according to Section 12 hereof, the fixing of the minimum monthly bill and service meter moving charge, and specifying an immediate deposit, and fixing the terms and conditions upon which natural gas is to be served the individual applicant, shall be determined by such contract. Such contracts are to conformwith the state laws and regulations governing same.

SECTION 8:

SECTION 9: The Grantee shall furnish promptly to the proper authorities any and all information which may be asked for by them in regard to the size, location or depths of any of the pipes, mains conduits, or service pipes, in any form whatsoever, and any other information in regard to its occupation of roads, highways, streets, avenues or public grounds of said City, which they may demand. Whenever the word Grantee occurs in this ordinance it shall mean and it shall be understood to be the Arkansas Western Gas Company, its successors, lessees or assign, and whenever the word authorities or proper authorities occur in this franchise they shall mean and shall be understood to mean the authorized officer or officers, committee or board representing the City of Mulberry, Arkansas, or Grantor.

SECTION 10: This franchise shall take effect and continue to remain in force perpetually as provided in Section 44 of "Public

Utilities Act of 1935," Acts of the State of Arkansas, and upon the written acceptance by the Grantee of the terms and conditions of this franchise.

SECTION 11: Be it further ordained by the City Council of Mulberry, Arkansas, that the Arkansas Western Gas Company, Grantee, its successors, lessees and assigns shall have 12 months from the final passage and approval of this ordinance, and no longer, in which to begin the actual laying of pipe lines and laterals for the distribution of natural gas in the City of Mulberry, Crawford County, Arkansas, a failure on the part of the Arkansas Western Gas Company, Grantee, its successors, lessees, or assigns, to comply with the foregoing provisions of this section as to the time in which to begin the work shall render null and void this ordinance.

SECTION 12: Be it further ordained by the City Council of Mulberry, Crawford County, Arkansas, that the maximum rate charges as per Section 7 for domestic, commercial, and industrial consumption of natural gas shall be as follows:

DOMESTIC RATE

First 1,000 cubic feet or less	$1.50 per MCF
Next 4,000 cubic feet	.65 per MCF
Next 10,000 cubit feet	.50 per MCF
Next 35,000 cubic feet	.35 per MCF
All over 50,000 cubic feet	.30 per MCF

Minimum monthly charge - $1.50

Penalty of twenty-five cents on all bills less than $5.00 and a penalty of five per cent of the amount of the bill on all bills of $5.00 or more, for bills not paid within ten days.

SPECIAL CONDITION: Customer must have made the necessary meter deposit and signed Customer's Contract and have one appliance connected, in order that service test can be rendered by the Gas Company.

TERM OF CONTRACT: No minimum period of service required.

COMMERCIAL CONSUMERS

A commercial rate with a maximum rate of:

First 25,000 cubic feet	$ .40 per MCF
Next 75,000 cubic feet	.35 per MCF
Next 400,000 cubic feet	.30 per MCF
Over 500,000 cubic feet	.25 per MCF

Delayed payment charge - 10 per cent

Minimum Charge: Minimum monthly charge of $15.00 or customer has option of being billed on regular domestic rate, if domestic billing would be lessthan the $15.00 minimum.

Special Conditions: Customer required to make the necessary meter deposit and sign customer's commercial contract.

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Term of Contract: No minimum period of service required.

INDUSTRIAL CONSUMERS

Industrial rate a maximum of $0.30 per M cubic feet. Minimum Rate - $0.15 per M cubic feet. Net--Subject to individual contract.

Special contracts to be filed as provided by Public Utilities Act of 1935.

All gas sold under this franchise shall be measured on a 4 oz. basis, and shall not be less than 950 B. T. U. per M. C. F. at 8 oz. basis, and 60 degrees Fahrenheit.

SECTION 13: It is ascertained and hereby declared that by reason of there being no gas for either domestic, commercial or industrial uses now in the City of Mulberry, that the domestic, commercial and industrial enterprises within said City demand an adequate supply of gas for their various uses, and that it is necessary to begin construction of pipe lines and gas system for said City in order that same may be available for use as soon as possible, an emergency is hereby declared to exist, and that the immediate operation of this ordinance is essential for the public health, peace, and safety; it is therefore ordained that this ordinance shall take effect and be in full force and effect fromand after its passage, approval and publication.

PASSED AND APPROVED: DECEMBER 4, 1945

W. A. TATE. . . MAYOR

ATTEST:

T. J. HOUSE - CITY RECORDER