

CHAPTER 17

GAS SYSTEM

ARTICLE I – GENERALLY

17-1-1 DEPARTMENT ESTABLISHED. There is hereby established an executive department of the City known as the **Gas Department**. It shall include the Gas Committee, working foreman and employees. The designated office shall be the City Hall.

17-1-2 GAS COMMITTEE. The Mayor shall appoint a committee of **two (2) members** of the Council as a Gas Committee, **one (1)** of whom shall be appointed as Chairman. It shall be the Gas Committee's duty to confer with the duly authorized Working Foreman appointed to operate and maintain the gas system of the City and to institute such additional rules and regulations for the operation of the Gas Department as may be required for its efficient operation from time to time. All action of the Committee shall be subject to the City Council's approval.

17-1-3 SUPERINTENDENT. The Working Foreman of the Gas Department shall be subject to the supervision of the Gas Committee and shall be hereinafter referred to as the **"Foreman"**. The Foreman shall be appointed by the Mayor, by and with the advice and consent of the City Council and shall hold office until his successor is appointed and qualified. He shall receive such salary as may be provided by the annual budget of the City Council at the time of his appointment.

17-1-4 DUTIES OF THE WORKING FOREMAN. The Foreman shall exercise general management and control over his respective department.

(A) He shall supervise over and be responsible for the conduct and performance of all employees of the department as a Department Head in accordance with the Personnel Code, if any.

(B) He shall be responsible for the operation and maintenance of the City's gas system as provided in this Code.

(C) He shall be the custodian of all vehicles, equipment, structures, and property provided by the City for the use of his department.

(D) He shall enforce the provisions of this Chapter and make such inspections, measurements, and tests as necessary for that purpose.

(E) He shall perform such other duties as may be assigned to him by the provisions of this Code or by the City Council.

ARTICLE II - RATES AND REGULATIONS

17-2-1 CONTRACT FOR UTILITY SERVICES.

(A) Customer Accepts Service. The rates, rules and regulations contained in this Chapter shall constitute and be considered a part of the contract with every person, company or corporation who is supplied with gas service from the natural gas system and every person, company or corporation, hereinafter called a "**customer**" who accepts and uses City gas services shall be held to have consented to be bound thereby.

(B) Not Liable for Interrupted Service. The Department shall endeavor at all times to provide a regular and uninterrupted supply of service, however, in case the supply of service shall be interrupted or irregular or defective or fail from causes beyond its control or through ordinary negligence of employees, servants or agents, the Departments shall not be liable therefor.

(C) Using Services Without Paying. Any person using gas services from the City without paying therefor, or who shall be found guilty of breaking the seal of any meter or appurtenances, or bypassing any meter, shall be guilty of violating this Code, and upon conviction, shall be fined a sum as provided in **Section 1-1-20** of the Revised Code.

(D) Destroying Property. Any person found guilty of defacing, tampering, injuring or destroying, or in any manner, limiting the use or availability of any meter or any property of the gas system, or erecting signs on the property of the Department without permission shall, upon conviction of such act, be fined as provided in **Section 1-1-20** of the City Code.

(E) Service Obtained by Fraud. All contracts for gas service shall be made in the name of the head of the household, firm or corporation using the established spelling of that person's or firm's name. Attempts to obtain service by the use of other names, different spellings or by substituting other persons or firms shall be considered a subterfuge and service shall be denied. If service has been discontinued because of nonpayment of bills, or any unpaid obligation and service has again been obtained through subterfuge, misrepresentation or fraud, that service shall be promptly disconnected and the whole or such part of the advanced payment as may be necessary to satisfy the unpaid obligation shall be retained by the City and credited to the appropriate account.

(F) Failure to Receive Bill. Failure to receive a bill shall not excuse a customer from his obligation to pay within the time specified. Should the Department be unable to bill a customer for services used during any month, the following billing shall include the charges for services used during the unbilled month.

(G) Request to Discontinue Service. Services shall have been deemed to have been supplied to any property connected to the Gas System during a month unless the customer notifies the City prior to the first day of the new billing month in which the services are to be discontinued.

(H) Billing; Gas Shut-off; Hearing.

- (1) All bills for gas service shall be due and payable upon presentation. A bill unpaid after **ten (10) days** after billing will be considered delinquent.
- (2) The gas service may be discontinued at any premises for which gas service remains unpaid for **thirty (30) days** after billing after a written notice is mailed to the customer affording the customer an opportunity for a hearing. The aforesaid notice shall be mailed to the customer, specifically advising the customer of the following:
 - (a) Name and address of the customer and amount of the bill.
 - (b) That the customer has the right to make prior arrangements or request a hearing and if fails to do so the service will be terminated.
 - (c) The date of termination.
- (3) The time, date and location shall be determined by the City Clerk and presided over by the Mayor, Alderman and Clerk. Final determination as to the rights of the consumer will be based on the information received at the hearing.

- (4) The customer shall be notified of the decision at the closure of the meeting.
- (5) If the customer fails to appear or if the decision is in favor of the City, the City has the right to discontinue without further proceedings.
- (6) Once gas service has been disconnected the same shall not be reconnected until bill and reconnection fee of **Twenty Dollars (\$20.00)** is paid.
- (7) All meters terminated and remaining unpaid for **thirty (30) days** shall be removed. The reset fee for said meter (meters) shall be **Sixty Dollars (\$60.00)** per meter. **(Ord. No. 02-822; 12-09-02)**

(I) **Attorney Fees and Court Costs.** In the event litigation is filed in a court of competent jurisdiction for collection of unpaid utility charges for gas services, the City is authorized to charge and be awarded its reasonable attorney fees and court costs in addition to the unpaid gas service charges upon entry of a judgment in favor of the City by a court of competent jurisdiction. **(Ord. No. 15-1007; 05-12-15)**

17-2-2 LIEN NOTICE. Whenever a bill for gas service remains unpaid for **sixty (60) days** after it has been rendered, the Clerk shall file with the County Recorder of Deeds a statement of lien claim. This statement shall contain the legal description of the premises served, the amount of the unpaid bill, and a notice that the Municipality claims a lien for this amount to the period covered by the bill.

If the consumer of gas service whose bill is unpaid is not the owner of the premises and the City has notice of this, then notice shall be mailed to the owner of the premises if his address is known to the Clerk whenever such bill remains unpaid for a period of **thirty (30) days** after it has been rendered.

The failure of the City Clerk to record such lien claim or to mail such notice, or the failure of the owner to receive such notice, shall not affect the right to foreclose the lien for unpaid gas bills as mentioned in the following subsection.

17-2-3 FORECLOSURE OF LIEN. Property subject to a lien for unpaid gas charges shall be sold for nonpayment of the same, and the proceeds of such sale shall be applied to pay the charges, after deducting costs, as is the case in the foreclosure of statutory liens. Such foreclosure shall be by bill-in-equity in the name of the City.

The City Attorney is hereby authorized and directed to institute such proceedings in the name of the City, in any Court having jurisdiction over such matters, against any property for which the gas bill has remained unpaid **sixty (60) days** after it has been rendered.

17-2-4 DEPOSIT REQUIRED. In addition to the cost of the gas service connection, each application shall be accompanied with a deposit in the sum of **Sixty Dollars (\$60.00)** for rental property. There shall be no deposit required from a property owner.

This meter deposit charge shall be deposited in the Natural Gas Meter Deposit Fund and in the event any customer discontinues service and has paid in full all amounts due for gas or service charges, then the full amount of the deposit shall be refunded. However, in the event that any amounts are due from said customer, either for gas or service charges, then such amounts shall be deducted and paid into the proper fund and the balance shall be refunded.

17-2-5 METER READING CONCLUSIVE. All gas customers shall be liable for the gas consumption as shown by the meter. Waste, leakage or other causes not the liability of the City, shall be included under said liability. The meter reading shall be conclusive; provided that whenever the City shall find any meter not registering, then an average bill may be rendered based, at the option of the City, on either the nearest previous **three (3) months'** average use, when the meter was in good order, or based on the same month or months of the preceding year. Whenever the City shall have reason to believe that the meter is not registering correctly, then an average bill as stated above may be rendered and the meter removed for testing. If such average bill should provide to be incorrectly estimated, either by actual testing, or by actual gas consumption, after being replaced by a corrected meter, then such bill shall be compared to the same.

ARTICLE III - REGULATIONS

17-3-1 APPLICATION FOR NATURAL GAS SERVICE.

(A) Any prospective customer requesting new gas service or an existing customer requesting additional or changed gas service shall complete and file with the Administrative Assistant an "Application for Natural Gas Service". The application shall be in a form approved by the McLeansboro City Council, copies of which may be obtained from the office of the City Clerk or at the City Hall.

(B) If the prospective customer is a tenant of the premises to be served, the property owner, or his legal representative or designated agent, must countersign the application before the application will be granted for all new installations for purposes of granting City an easement within which to lay the gas line on and over the owner's property.

17-3-2 GAS SERVICES: EASEMENTS REQUIRED. Where service lines are laid on private property, an easement shall be granted by the owner thereof providing for the installation and maintenance of the proposed service lines to be installed and maintained by the City and for the extension along or across such property for making other service connections from the same line. This easement is granted by the owner upon the owner's execution of the "Application for Natural Gas Service".

17-3-3 CONNECTIONS TO BE MADE BY CITY. Upon the filing of an application with the intent to immediately use gas, if the same is in proper form and the service connection fee is paid as provided in **Section 17-3-11**, an order for the installation of service pipe, tap, meter and service connections will be issued by the City Superintendent to make such installation and connection without unnecessary delay and to return such order immediately upon completion of the work with an endorsement thereon signed by such employee making such installation, showing the date, place and manner in which such service connection was made and an itemized statement of the cost thereof. All applications and orders issued and returned thereon shall be appropriately numbered and kept on file in the office of the City Clerk as a permanent record. The service line shall not be installed more than **sixty (60) days** prior to its use for service except with the approval of the Working Foreman. Services that have been inactive or abandoned over **sixty (60) days** may be disconnected and removed by the City at the discretion of the Foreman. If service is disconnected or removed it shall terminate the gas service.

17-3-4 SPECIFICATIONS FOR MAIN AND SERVICE CONNECTIONS. The City does hereby adopt the requirements of the Federal and State Pipeline Safety Acts as its "specifications base". Gas Service connections made to the mains of the system of the City shall comply with requirements and regulations set forth within the Pipeline Safety Acts and related Pipeline Safety Standards as amended from time to time.

17-3-5 ALL SERVICE SHALL BE METERED. All gas services shall be metered with a meter of adequate size to measure the amount of gas consumed. Meters shall be of standard design and may be of the diaphragm, rotary or turbine type properly used at the discretion of the City Superintendent. The measurement pressure base shall be **seven (7) inches** water column. The temperature base shall be **sixty degrees (60°) Fahrenheit**.

17-3-6 METERS, ETC. TO BE OPEN TO INSPECTION.
(A) All meters shall be so placed and installed as to render the same accessible at the time for the purpose of reading and repairing. All meters shall be set outside of the buildings where practical. Indoor installations are prohibited unless found to be unavoidable. If so, the installer must

provide adequate vent extending to the outside and must be approved in writing by the City Superintendent prior to doing any such work.

(B) Meters, regulators, fittings, fixtures and appurtenances connected to the system and located on private property shall be open for inspection and reading at all reasonable hours by the proper officers or employees of the City. Any part found to be defective or not in compliance with the provisions of this Code shall be immediately repaired or corrected. Service may be discontinued without notice at any time when conditions of the privately-owned facilities create danger or hazard or found not in compliance.

(C) No person or customer shall permit any animal to be tied to any gas pipe, meter or equipment, or permit any shrubs or trees or weeds to grow up around any gas meter so as to interfere with the City or its agents in reading or repairing the meter.

17-3-7 TEST OF METERS.

(A) Any consumer may request the City to conduct a test of the accuracy of the meter, then in use on their premises. Such tests shall be made by the City without charge, provided that such meter has not been tested within **two (2) years** preceding such request. In case a consumer requests an accuracy test of a meter which has been previously tested within **two (2) years**, the consumer shall be required to deposit with the City the sum of **Thirty-Five Dollars (\$35.00)** for a meter having a capacity of **415 cfh** or less. Larger meters shall be tested at actual cost of the work.

(B) In the event such a meter is found by testing to register incorrectly at **twenty percent (20%)** full capacity, by more than **two percent (2%)** fast or slow, then another meter shall be substituted and the test deposit shall be refunded. Past gas bills shall be adjusted by refund or credit of such percentage of the amount of the gas bills for a period of not more than **six (6) months** previous to such test as prescribed in this Code.

(C) In the event that the meter is found to be within the limits and registering correctly, the consumer shall forfeit the test deposit and such funds shall be deposited in the Gas Operating Funds of the City.

17-3-8 SEPARATE METERS FOR EACH DISTINCT BUILDING. No person, firm or corporation shall connect any gas service line or transmit gas supplied by the Natural Gas System of the City into more than **one (1)** distinct building from **one (1) meter**. A garage or similar outbuilding shall not be considered a distinct building. Apartment buildings constructed after passage of this Code shall have each unit individually metered. Apartment buildings constructed prior to passage of this Code may continue to be serviced by **one (1) meter** at the option of the apartment owner. Duplex dwellings shall be serviced from individual meters. The City Council shall have the right to establish special services or service connections as may be necessary for larger users.

17-3-9 METER, REGULATOR OR CITY-OWNED EQUIPMENT DAMAGED.

(A) Whenever a meter, regulator or other equipment of a service connection which has been installed by the City is damaged by the customer, or his agent or guest the damages shall become the liability of the customer, who shall pay the City the actual cost of the removal, repairing, and/or replacement of damaged equipment.

(B) In the event such damage has caused inaccurate metering, then such gas bills shall be corrected in the manner previously provided for herein to cover such period that the meter was out of order.

17-3-10 CITY NOT LIABLE FOR AN INTERRUPTION OF SERVICE OR SUPPLY.

(A) The City shall have the right to shut off the supply of gas whenever it is necessary to make repairs, improvements, enforce rules or for any operating reason or if an unsafe condition exists. In all cases where possible, reasonable notice of the circumstances will be given to the customers, but in an emergency or the discovery of an unsafe condition, the gas may be shut off without

notice. Such necessary repairs or work will be made by the City as rapidly as may be practical. The City shall not be held responsible or liable because of any shut-off or discontinuance of service for any direct or resultant or consequential damages to any person, company, entity or customer.

(B) In the event of such discontinuance of gas service, the City will make every attempt to safeguard the customer. In no case shall the customer turn on his own service. The purging of lines, relighting pilots and checking automatic controls will be done by the City at its expense. Where the nature of the customers' operations are such that an interruption of service might create a hazard or large economic loss, such customer shall provide facilities for standby service at his discretion.

(C) Whenever mains, pipes, service connections or other facilities of the gas system are taken up, shut off or interfered with by reasons of any street improvement, the City will endeavor to maintain service so far as is reasonably possible, but will not be directly or indirectly liable for any interruption, poor pressure, inconvenience or damage of any kind either to the adjacent customer or to other customers affected thereby. Direct damages to property due to such operations shall be either repaired or replaced by the City without cost to the customer.

(D) The City expressly stipulates with all customers and other persons who may be affected by the discontinuance of service that it will neither insure nor be responsible or liable in any manner for any loss or damages direct or indirect by any reason of any fire, or any other cause, and all gas service furnished shall also be conditional upon acts of God, inevitable accidents, fire, strikes, riots, or any other cause. Any customer having a facility, operation, process or activity which cannot under any or all conditions tolerate temporary interruption of gas service shall provide an alternate source of on-site fuel or heat for utilization during such interruption. The responsibility for this alternate source rests fully with the customer.

17-3-11 GENERAL RULES.

(A) No additional connection shall be made with any private line or customer-owned line. Private service lines or customer-owned extensions of service are prohibited.

(B) The City shall have the right and option to demand changes, removal or replacement of any pipe, fixture or apparatus which is considered to be faulty, inadequate or hazardous, provided, however, that this provision shall not obligate the City in any way or manner. The cost of the above work shall be fully borne by the customer. The City shall have the right to refuse or to discontinue gas service without notice to a customer if the City finds any installed apparatus or appliances which would be detrimental to the efficient operation of the existing facilities under the latest revision of National Fire Protection Association 54 (National Fuel Gas Code).

(C) All persons, firms, corporations and customers are strictly forbidden to attach any electrical ground wire to any fixture or piping which is or may be connected to any gas service pipe, meter or main belonging to the City. The customer on the premises shall be responsible and liable for any damage to the City's property or injury to the employees of the City caused by such ground wire. Any and all customers, persons, firms or corporations shall remove any existing ground wires immediately and if such ground wires are not removed after **twenty-four (24) hours** written notice, the City, through its officials, may enter the property and remove such ground wires and the customers shall pay all costs.

17-3-12 CUSTOMER'S PIPING, FACILITIES, APPLIANCES AND VENTING.

(A) The responsibility of the City for maintenance and safety of natural gas piping terminates at the outside wall of residential premises, unless the gas meter is located within **three (3) feet** of the structure, in which case the City's responsibility terminates at the outlet of the meter as in the case of all other meter settings.

(B) All inside building piping shall be of rigid construction. The pipe from the outlet of the meter shall be of black iron pipe not less than **one (1) inch** inside diameter and shall enter the building wall by means of suitable metal strap or clamp at a point not more than **eighteen (18) inches** from the outlet wall, shall be fastened to the wall at intervals sufficient to make the pipe rigid throughout. In instances where piping from meter enters the wall, the interior end shall be securely fastened so that the pipe will not turn when fittings at the meter are put on. The final tie-in of the gas line to the meter

shall be made by the customer only after air testing by the customer or his agent. Customer connections between the meter and the outside residential wall are prohibited.

Gas will not be turned on to any customer manifold that has not been first air tested for leakage by the applicant or his agent and subsequently checked by the City. Testing must be done as a completed system. No partial or temporary service permitted.

(C) The City does herewith adopt as its rules and regulations and safety practices the rules, regulations and safety practices set forth in the latest revision of the National Fuel Gas Code, National Fire Protection Association 54, as amended from time to time, as though those rules, regulations and practices were fully repeated and set forth herein verbatim so far as they are not inconsistent with the provisions of this Code. In the event of conflict, the more restrictive language shall apply. Any person, firm or corporation installing fuel gas piping or appliances within the gas service area of the City of McLeansboro shall follow said rules, regulations and practices.

(D) No surface may be constructed or placed over a gas service line or main which may produce a seal to a building wall or foundation.

(E) All buried natural gas piping facilities owned or served by the City and distribution appurtenances shall conform to the latest revision of NFPA 54 and the Minimum Federal Safety Standards Part 192 Code of Federal Regulations 49 as amended from time to time, as though fully set forth verbatim herein. The Minimum Standards shall apply equally to provide buried facilities and distribution appurtenances. No natural gas piping may be placed or remain beneath any building or sealed surface except in a specified vented casing.

(F) No meter, regulator, or any part of a meter setting may be painted or otherwise coated by a customer without written approval of the City Superintendent on a case- by-case basis. Special coatings are required to prevent shorting of insulators.

(G) The City does not approve customer piping, which as used herein means piping beyond the outlet of the meter. The City may refuse connection or discontinue service upon discovering any condition which may be in violation of this Code or which may create any type of safety hazard, including venting.

(H) No alteration, repair, adjustment, customer relighting, appliance work or piping work shall be done by City employees beyond the outlet of the meter except to the extent that it may be required for purposes of safety only.

(I) All customer relighting will be done by qualified City gas employees in the event of an interruption of gas service.

(J) Safety shut-off devices to protect either supply gas or venting failure shall be installed and subsequently tested for proper operation by the installer. Written documentation of the test may be requested. These devices shall be used when approved for or furnished with new heating equipment.

(K) The City shall be notified of any changes or alterations, remodeling or reconstruction, affecting gas piping in any building, house or grounds. This shall be done using an "Application for Gas Service" which are located at City Hall.

(L) The latest revision of the "National Fuel Gas Code" as amended from time to time, identified as the National Fire Protection Association No. 54 is incorporated herein by reference and made a part hereof. If there is a conflict between that publication and this regulation, the more restrictive language shall apply.

(M) Any customer piping outside the building wall shall be protected from atmospheric corrosion by the customer. It shall be painted at regular intervals after cleaning. Good quality paint suitable for this purpose shall be used.

(N) The City will provide "customer choice" on the installation of an excess flow valve in the customer's service line. The valve, if selected, will be located near the customer's property line. In the event maintenance is required to the valve or any problem caused by the valve, it will be at the customer's expense. All repairs will be made by the City and billed to the customer at the City's cost.

17-3-13 RULES TO BECOME PART OF CONTRACT. All rules and regulations concerning the use of the facilities of the natural gas system of the City and the consumption of gas therefrom shall become a part of the contract with every gas customer, and every gas customer shall be subject thereto and bound thereby.

17-3-14 EXTENSION OF GAS MAINS AND SERVICE.
(A) The City shall not bear the cost of extending gas mains. For progressive "standard" residential lot-to-lot extension within a platted subdivision or populated area the charge per lot shall be **Four Hundred Fifty Dollars (\$450.00)** to be paid in advance of installation. A standard residential main extension is defined as one having a length of **one hundred fifty (150) feet** or less and being connected to an existing source of supply within that length. This charge is final and nonrefundable.

(B) For main extensions (1) other than "standard" residential lot-to-lot installations within or to reach a lot or development, or (2) commercial installations, or (3) industrial installations, either inside or outside the corporate limits, the charge shall be the total estimated cost to the City and shall be paid as an estimate by the applicant at the time the request for gas service is approved. The cost to the City shall include all materials, labor, equipment, engineering and related items required to complete the gas main extension. In the event that the amount so deposited is greater or less than the actual cost of the extension, such excess or deficiency shall be refunded or paid, as the case may be, prior to initiating gas service.

(C) Extension of mains and service outside the City limits shall be subject to special approval of the Council and shall also be subject to all of the rules and regulations and provisions as provided herein or as may be amended. All mains, lines and equipment shall be constructed by the City and immediately become the property of the City.

(D) The above applies to mains.

17-3-15 TAMPERING WITH GAS SYSTEM.
(A) It shall be unlawful for any person, firm, corporation or customer to break the seal of any meter, or in any manner, to make any alterations, changes or repairs on the same or to open any mains, laterals, service pipe, stop cocks, valves or any part thereof or otherwise tamper or attempt to do any work on either or any of them without written authority of the City or its proper authorized agent. Any person who shall violate any of the provisions of this Section, or who shall willfully or maliciously injure or damage any property connected with the Gas System of the City shall be subject to the penalty hereinafter prescribed.

(B) No customer shall be permitted to use the stop cock of the service connection for shutting off gas while making extensions, additions or repairs to the pipe. Interruption of service will be made by the City or its properly authorized employees.

(C) Tampering shall include any type of confinement, enclosure, covering over, surface sealing or changing of the environment relative to any parts of the gas system or equipment of the City. Such tampering shall become the liability of the customer who shall pay the City the actual cost of removal, repairing and/or replacing equipment or material.

17-3-16 EXCESS FLOW VALVES. The City of McLeansboro, Illinois in accordance with the Minimum Federal Pipeline Safety Standards 49 CFR 192.383 hereby provides notification that an excess flow valve meeting the performance standards of 192.381 is available for installation in your gas service line. The cost of such installation is the responsibility of the customer.

The excess flow valves are designed to shut off the flow of natural gas should your service line be severed.

The cost to install such a device is **Fifty Dollars (\$50.00)** for **one-half (1/2) inch** CTS plastic service lines and **One Hundred Dollars (\$100.00)** for **three-fourths (3/4) inch** steel service lines. Other sizes will be provided on an as requested basis.

The customer shall bear all costs associated with the maintenance and replacement of such device should you request it to be installed. We estimate replacement cost to be **Twenty-Five Dollars (\$25.00)** should it be required.

ARTICLE IV - RATES

17-4-1 COST OF TAP AND GAS SERVICE CONNECTIONS.

(A) For all regular **three-fourths (3/4) inch** taps and service connections the City will furnish and install a valve, service tee, connection, fittings, regulator, meter and necessary stop cocks as well as the first **seventy-five (75) feet** of pipe for the sum of **One Thousand Dollars (\$1,000.00)** for all complete connections made within the City limits. Pipe in excess of **seventy-five (75) feet** shall cost **Three Dollars Fifty Cents (\$3.50)** per foot, or market rate, whichever is greater. Service connections outside the City limits shall be actual cost of providing service and a **One Hundred Dollar (\$100.00)** service fee. **(Ord. No. 14-989; 11-12-14)**

(B) Where service lines are relocated at the request of the customer, the charge to the customer shall be the same as the initial Tap and service connection fee in **Section 17-4-1(A)** above. **(Ord. No. 14-989; 11-12-14)**

(C) For business or industrial purposes or for special space heating requirements requiring larger than **three-fourths (3/4) inch** service pipe with incidental larger fittings, stop cocks, regulators and meters, these service connections shall be made at cost of material and welder's fee; provided, that upon application therefor, special permission may be granted by the City Council authorizing the applicant to make such service connections at its own expense under the supervision of and subject to such reasonable conditions and regulations as may be prescribed by such permit. None of these conditions are to be inconsistent with the provisions of this Chapter.

(D) For all reconnections using existing service pipes, the City will furnish and install a meter, and, if necessary, a regulator, for the sum of **Sixty Dollars (\$60.00)**, which sum shall be referred to as a "re-set fee". Any customer desiring to disconnect service shall sign a statement acknowledging that the re-set fee will be imposed at any time in the future that service is requested to be reconnected. The re-set fee shall be imposed regardless of whether the request for connection is made by the customer who requested the prior disconnection, or by another customer. Failure to obtain a signed statement shall not prevent the City from imposing the re-set fee when reconnection is requested.

(E) **Excavations.** When it becomes necessary to break into a street or alley for the purpose of so doing, the owner of the premises shall secure from the City Clerk a permit for the purpose of so doing. There will be a minimum charge of **One Hundred Fifty Dollars (\$150.00)** plus any additional material cost over **One Hundred Fifty Dollars (\$150.00)**, which will be put into the General Fund for street and alley repair. **(Ord. No. 07-889; 11-13-07)**

17-4-2 GAS RATES – INSIDE CITY LIMITS. The monthly rates for use of the City's natural gas system for customers inside the City limits shall be as follows:

(A) Residential Users.

First	1,000 cubic foot	\$6.15 per 1,000 cubic foot
Next	9,000 cubic foot	\$5.60 per 1,000 cubic foot
Next	15,000 cubic foot	\$5.50 per 1,000 cubic foot
Next	25,000 cubic foot	\$5.40 per 1,000 cubic foot
Over	50,000 cubic foot	\$5.30 per 1,000 cubic foot

(B) Commercial Users.

First	1,000 cubic foot	\$10.20 per 1,000 cubic foot
Next	9,000 cubic foot	\$5.60 per 1,000 cubic foot
Next	15,000 cubic foot	\$5.50 per 1,000 cubic foot
Next	25,000 cubic foot	\$5.40 per 1,000 cubic foot
Over	50,000 cubic foot	\$5.30 per 1,000 cubic foot

(C) **Tax-Supported Agencies.** **Five Dollars Thirty Cents (\$5.30)** per **one thousand (1,000) cubic foot.**

(D) **Tax Added.** A gas utility tax is added to the above charges at a rate of **\$.024** per **one hundred (100) cubic feet.**

(E) An Energy Assistance Charge of **Forty Cents (\$0.40)** per month per residential customer and **Four Dollars (\$4.00)** per commercial and industrial customer is included in the Minimum Bill.

17-4-3 GAS RATES – OUTSIDE CITY. The monthly rates for use of the City’s natural gas system for customers outside of the City limits shall be as follows:

(A) Residential Users.		
First	1,000 cubic foot	\$12.00 Minimum per month
Next	9,000 cubic foot	\$8.10 per 1,000 cubic foot
Next	15,000 cubic foot	\$8.00 per 1,000 cubic foot
Next	25,000 cubic foot	\$7.90 per 1,000 cubic foot
Over	50,000 cubic foot	\$7.80 per 1,000 cubic foot
Tax Supported Agencies		\$7.80 per 1,000 cubic foot
(B) Commercial and Industrial Users.		
First	1,000 cubic foot	\$17.50 Minimum per month
Next	9,000 cubic foot	\$8.10 per 1,000 cubic foot
Next	15,000 cubic foot	\$8.00 per 1,000 cubic foot
Next	25,000 cubic foot	\$7.90 per 1,000 cubic foot
Over	50,000 cubic foot	\$7.80 per 1,000 cubic foot
Tax Supported Agencies		\$7.80 per 1,000 cubic foot

Each out of the City limits gas meter shall have a charge per month of **Five Dollars (\$5.00)**. This charge will be added to the minimum bill and is not included in rates following.

Gas utility tax is computed at a rate of **2.4 cents** per **one hundred (100) cubic feet**. This tax is added to the above rates.

An energy assistance charge of **Forty-Five Cents (\$0.45)** per month per residential customer and **Four Dollars Fifty Cents (\$4.50)** per commercial and industrial customer is included in the minimum bill.

The above rates are based on City Gate Gas Cost of **Six Dollars Five Cents (\$6.05)**. These rates will be adjusted on a monthly basis, in each step above **one thousand (1,000) cubic feet**, for increases or decreases in the City Gate Gas Cost of gas. **(Ord. No. 00-784; 10-10-00)**

ARTICLE V - TRANSPORTATION OF CUSTOMER-OWNED GAS

17-5-1 AVAILABILITY. Transportation of customer-owned gas under this Rate is available to any qualified large commercial or industrial End-User (1) having a proven annual natural gas requirement of more than 2,500 Mcf per meter, (2) who has executed a written "Contract for Transportation" with the City for specifically identified points of metering, and (3) who has arranged for the delivery of End-User customer-owned gas through the Gas Transmission Company system to the City gate for the purpose of service under said Contract. It is understood that the City may act "on behalf of" the End-User only for NGPA Section 311 transportation and only under a valid agency agreement if provided by the Contract. This service is available only on the basis of separate and distinct meters.

17-5-2 RATE. Rates and charges payable monthly under this Rate shall be as follows:
 (A) **T-COG Base Monthly Charge.** **Fifty Dollars (\$50.00)** per meter each month during the term or extension of the said Contract whether or not gas is transported during that month.

(B) **Interstate Transportation Charges.** All costs of any nature or type for or related to interstate transportation in advance of the City Gate shall be paid by the End-User customer.

(C) **Rate for All Gas Delivered.** Amount per Mcf computed as the net of (1) the total rate chargeable under the currently applicable customer (companion classification) rate less (2) the monthly applicable MRT SGS-1 raw rate. The charges for gas delivered shall normally include but not be limited to the ordinance Facility Charge, Base Rate, Operating Expense Adjustment, Gas Charge, Take-or-Pay Surcharge, and any other applicable charges. Any taxes or surcharges will be applied.

(D) **Volume Determination.** Any volumes not accurately available at the time of billing shall be estimated at the sole discretion of the City and appropriately adjusted in subsequent billings.

17-5-3 INSTALLATION CHARGES.

(A) The End-User customer shall pay or reimburse the City prior to the initiation of service if it assesses hereunder charges for additional recording charts, instruments, meters or other facilities required for the City to (1) take customer owned gas into its system, and (2) record daily quantities of gas delivered to the customer hereunder at each meter so designated.

All other costs such as legal, engineering and administrative expenses in connection with delivery to the End-User customer, if assessed by the City, shall also be paid in advance. Amounts shall be determined by the City, billed to and paid by the End User prior to making any transportation deliveries.

(B) In lieu of payment for a recording chart the customer may agree in writing to read his meter at **7:00 A.M. Central Standard Time** on each day that transportation takes place and to deliver the readings to the City Hall before **10:00 A.M.** each subsequent Monday.

17-5-4 LATE PAYMENT CHARGE. A charge for late payment shall be determined under the same provisions applicable under the City Code at the time of occurrences.

17-5-5 REIMBURSEMENT FOR TAXES OR SURCHARGES. In addition to all other charges, the End-User customer shall reimburse the City for any current or retroactive taxes or surcharges which the City may be required to pay or obligated to collect from the customer in respect of service hereunder. The City will bill the customer monthly or retroactively for any such taxes. They shall include but not be limited to the Illinois Gas Revenue Tax, the Gas Research Institute (GRI) Surcharge, ACA Surcharge and Take-or-Pay Surcharge.

17-5-6 ORDER OF DELIVERIES OF GAS. For billing purposes, gas taken by a customer in any day or billing period at the point of metering for this Rate shall be deemed to be taken in the following order: (1) the quantity of customer-owned gas delivered to the City's system in the current day or billing period; (2) any excess or "balance" quantity of customer-owned gas previously delivered to the City's system but not taken by the customer during the billing period immediately preceding the current billing period; and (3) the quantity of gas delivered under the currently applicable customer (companion classification) rate. Any excess or balance quantity not taken by the End-User in the first subsequent billing period shall be forfeited to the City without recourse and at no cost to the City. No balance shall be carried for more than **thirty (30) days** following the close of a month.

17-5-7 NATURE OF DELIVERIES. Deliveries of gas under this Rate are subject to full interruption. The City shall be the sole judge of the necessity for interruption. The City will endeavor to give customers advance notice whenever an interruption is required, and the customer shall interrupt use of customer-owned gas for the time and to the extent requested by the City. The City shall not be liable for any loss of production or for any damages whatsoever by reason of interruption or lack of advance notice. The City will then endeavor to deliver gas under the customer's companion rate classification to the extent of the then current entitlement of the End-User customer.

17-5-8 MEASUREMENT OF GAS DELIVERED BY THE CITY. The gas delivered by the City hereunder shall be measured in accordance with the then current tariff of Gas Transmission Company. It will include Btu values, pressure and temperature compensation, and chart recording of volumes or hand-delivered readings delivered on a daily basis through each End-User meter.

17-5-9 CONTRACT WITH CUSTOMERS.
(A) The Contract entered into between the City and a customer hereunder shall continue for a mutually agreed initial term not to exceed **two (2) years** from the effective date thereof, and from year-to-year hereafter, subject to the right of either party to terminate the same at the end of the initial term or of any such year-to-year extension thereof by written notice to the other given not less than **thirty (30) days** prior to the date of such intended termination. No third party shall have any rights under this Contract.

(B) The Contract between the City and the customer shall provide for the measurement of customer-owned gas delivered to the City only through the McLeansboro-MRT City Gate with quality meeting MRT's specifications.

(C) The flow rate(s) of delivery of gas transported for any customer hereunder and the pressure at which such gas is to be delivered shall be agreed upon by the City and the customer and specified in the Contract between them or, if now a customer, at current service conditions for flow and pressure.

(D) The Contract between the City and the customer shall specify the maximum daily delivery quantities of customer owned gas. MRT must provide complete information concerning the daily delivery to the City for all customer-owned gas delivered to the City's distribution system. Their determination shall be binding upon the End-User. This information must be delivered to the City on or before the **tenth (10th) day** of each subsequent month.

(E) The customer must provide the City with estimates of monthly volumes to be transported. These estimates must be made available before **June 1** of each year or before deliveries begin, whichever comes first.

(F) The customer will furnish the City with copies of all third-party contracts relating to service hereunder, including all amendments thereto in effect from time to time. Prior to the **twenty-first (21st)** of each month, the customer will notify the City in writing of the volume of gas to be transported in the subsequent month. This will be converted to or expressed as average daily flow in MMBtu. The customer must request and receive approval of the City **two (2) working days** in advance of any mid-month changes. They must be confirmed in writing immediately.

17-5-10 TERMS AND CONDITION OF SERVICE. Customers must comply with all rules and regulations of the City imposed upon regular customers and in addition the following:

(A) Service will be provided hereunder whenever and to the extent that customer-owned gas has been delivered for the End User to the MRT system in accordance with the contract between the customer and the City hereunder.

(B) In the event of an interruption or curtailment of deliveries of customer-owned gas supply to the City, the City will attempt to make up any deficiency in such supply to the extent of customer entitlement. Such make-up service will be made available to the customer under the companion classification, to the same extent it would be available to the customer absent service under this Rate excepting in the event of transportation of customer-owned gas being the direct cause of curtailment or reduction in gas entitlements from the City's sole pipeline supplier, MRT. Should historical purchase volumes under the companion classification become the basis for MRT entitlements, then the customer will be provided such make-up service only to the extent of the volume to which he is entitled. Loss of entitlements shall be the risk of the End-User.

(C) The delivery of customer-owned gas by the End-User to the City's distribution system shall be fully at the customer's expense in accordance with the contract entered into between the City and the customer hereunder.

(D) The City will not be obligated to accept delivery of any customer-owned gas if such acceptance is in any way detrimental to or at the subsidy of other customers. Refusal to accept delivery shall be at the sole discretion of the City.

(E) The summation of the consumptions registered by **two (2)** or more meters at the points of End-User metering under this Rate shall not be permitted except as a matter of convenience to the City as determined solely by the City.

(F) If the customer, his agents, sellers, brokers, marketers, shippers, transporters, suppliers or producers shall fail to comply with or perform any of the conditions or obligations on the customer's part, to be complied with or performed under the contract entered into between him and the City hereunder, and if after such failure the City shall deliver at the customer's local premises, addressed to him a written notice of its intention to terminate service hereunder on account of such failure, then the City shall have the right to terminate service at the expiration of **ten (10) days** after the giving of said notice, unless within such **ten (10) days** the customer shall fully make good such failure. The termination of service for any such cause shall not release the customer from the obligation to make payment of any amount or amounts due to become due in accordance with the terms of his contract with the City hereunder or under other conditions provided by the City Code.

17-5-11 GENERAL. Service is subject to any current or future ordinances, rules or regulations of the City of McLeansboro pertaining to natural gas service and not in direct conflict with this Rate or the contract between the City and the End-User.