

mains are located in an alley, as may be required to furnish service to parties making application therefor located within the corporate limits of the City; provided, however, the Grantee shall not be required to make any such extensions of its mains for the purpose of serving any new consumer or consumers which will require the installation of more than one hundred feet of mains for each consumer to be served thereby, nor where the estimated revenue to be derived from such service is not sufficient to show an adequate return upon the investment required to serve such consumer or consumers.

Section 4. That the Grantee shall file and make effective initially the schedule of maximum rates for gas service as set forth below, and shall furnish gas at such rates or at such other reasonable, lawful and valid rates (not higher than the schedule of maximum rates below) as may be hereafter established from time to time, subject to the approval or acceptance thereof by the legal body having jurisdiction over such rates for gas service of Grantee in the said City; the gas so furnished to have a minimum heating capacity of 900 B. T. U.'s.

SCHEDULE OF RATES:

Available to any customer using gas service.

RATE:

First	500 Cu. Ft.	per Consumer	per Mo.	28.45¢	per C. Cu.	Ft.
Next	1,500 Cu. Ft.	per Consumer	per Mo.	25.95¢	per C. Cu.	Ft.
Next	2,000 Cu. Ft.	per Consumer	per Mo.	14.45¢	per C. Cu.	Ft.
Next	3,000 Cu. Ft.	per Consumer	per Mo.	13.45¢	per C. Cu.	Ft.
Next	43,000 Cu. Ft.	per Consumer	per Mo.	12.85¢	per C. Cu.	Ft.
Next	50,000 Cu. Ft.	per Consumer	per Mo.	12.45¢	per C. Cu.	Ft.
Balance				11.05¢	per C. Cu.	Ft.

MINIMUM:

The minimum monthly charge under this schedule shall be \$1.00 per month per meter.

All the above net rates apply only when bills are paid on or before ten days after the monthly billing date. When not so paid, the gross rate, which is five per cent higher than the above rates, will apply.

Section 5. The Grantee shall furnish and install for its customers reliable meters and shall keep the same in repair without cost to the customer; all meters used by Grantee shall at all times be subject to inspection by the City, and the City shall have the right to test said meters at reasonable times.

Section 6. The Grantee, its successors and assigns, in the construction of said gas transmission and distribution system within the limits of said City shall use new, tested and approved pipes, material and equipment, with all necessary modern safety devices to protect said City and its inhabitants from damage and injury.

Section 7. The said Grantee, its successors and assigns, shall file a map or plat with the City Clerk of the City of Gothenburg, Nebraska, showing the location and size of all gas mains and distributing pipes laid in said City of Gothenburg, Nebraska, and said map or plat shall be corrected from time to time showing all additional mains and distributing pipes laid.

Section 8. That in case the available supply of natural gas shall at any time fail or become insufficient to supply the needs of the public of said City, the Grantee shall be authorized, upon its election so to do, to change to manufactured gas service and to distribute and sell manufactured gas in and through its mains and services installed hereunder. Such change in service shall be made with the consent and approval of the Mayor and City Council, if required by law, and such reasonable rates may be established for manufactured gas as the Mayor and City Council shall approve.

Section 9. That Grantee shall be required and by the acceptance hereof agree to save harmless the municipality from and against all claims and demands and from all loss and expense incurred as a result thereof, arising out of the negligence of the Grantee in the laying, installing, removing, inspection or repair of any mains, pipes, services or appliances of Grantee, or in the use and operation thereof during the term of this Ordinance.

Section 10. That within thirty (30) days after the passage and approval of this Ordinance, Grantee shall prepare and file an unconditional written acceptance of this Ordinance with the Clerk of said municipality. Failure of said Grantee to so accept this Ordinance within said period of time shall be deemed a rejection thereof by said Grantee, and the rights and privileges herein granted shall, after the expiration of said period of thirty (30) days, if not so accepted, absolutely cease and terminate, unless said period of time shall be extended by further Ordinance duly passed for that purpose.

Section 11. This Ordinance shall be in full force and take effect and shall constitute a binding contract between the City of Gothenburg, Nebraska, and The Nebraska Natural Gas Company and its successors and assigns, when it shall have been enacted and published according to law and the provisions thereof shall have been accepted in writing by said Company.

Passed and approved this 7th day of November, 1915.


Mayor

Attest:

