

ORDINANCE NO. 32

SERIES OF 1930

AN ORDINANCE GRANTING TO EASTERN COLORADO GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, A NATURAL GAS FRANCHISE, AND THE RIGHT TO CONSTRUCT, INSTALL, OPERATE AND MAINTAIN A NATURAL GAS PLANT AND DISTRIBUTING SYSTEM IN THE CITY OF..... COUNTY, COLORADO, AND TO DELIVER NATURAL GAS TO THE SAID CITY AND INHABITANTS THEREOF, AND IMPOSING CERTAIN CONDITIONS UPON THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED.

BE IT ORDAINED BY THE HON. CITY COUNCIL OF THE CITY OF..... COUNTY, COLORADO:

**Section 1.** That from and after the date of the passage of this ordinance, subject to the provisions herein contained, Eastern Colorado Gas Company, its successors and assigns, hereinafter termed the "Grantee," be, and it is hereby, granted the right, privilege and authority to use the streets, alleys and public grounds, under restrictions as hereinafter provided, for the purpose of laying, constructing, maintaining and operating gas pipes of conduits, and natural gas plant, to be used for furnishing or supplying said City and its inhabitants with natural gas for light, heat, power or service, for a period of twenty-five (25) years from the date upon which this ordinance shall be in effect, and to charge and collect tolls therefor.

**SECTION 2.** The grantee shall, within the time hereinafter stated, begin the construction of a natural gas distribution system in the City of..... County of..... and State of Colorado, and thereafter continue such construction with due diligence until such gas distribution system shall have been completed and in operation. The said gas distribution system in....., Colorado, shall be commenced on or before three years after the date that this franchise shall take effect, subject only to delay in such construction caused by acts of God, the elements, labor troubles, accidents, and any other cause not reasonably within the control of the grantee, or extensions of time granted by the grantor, and completed within six months from the time last above mentioned.

**Section 3.** That mains of suitable size shall be laid in the streets or alleys as determined by Grantee, and shall be laid so as to make natural gas service available to the main portion of the City of..... County, Colorado.

**Section 4.** That said Grantee, at the time this franchise is accepted, shall file with the Hon. City Council a plat, showing the size and location of its pipes or conduits; a plat or plan of all extensions shall be filed with the Hon. City Clerk at the end of each calendar year; that such pipes and all appurtenances therewith connected shall, when possible, be placed in alleys and public parkings, to the end that street paving shall be interfered with as little as possible; that paving shall only be cut with the specific consent of the City, and all work connected with cutting paving and restoration thereof, shall be done under the supervision of the City Engineer; that all pipes shall be of suitable size to constitute an efficient plant for the purpose of supplying domestic and industrial gas to the inhabitants of the City; that the construction of said distribution system shall be in every respect in accordance with approved engineering standards for first-class work, and all plans and specifications shall be submitted to and approved by the Hon. City Council prior to the construction and installation; that in any construction, repair or renewal of said plant, no street shall be closed to the extent of more than two (2) blocks at one time, without special permission from the City; that the distribution mains and lines of said plant shall be so constructed, laid and maintained, as to prevent leakage in excess of 100,000 cubic feet per mile of 3-inch main per year, determined and according to modern engineering standards, which is hereby fixed as the standard amount of leakage to be permitted in said City, and any such excess shall not be considered in estimating the cost of service in any proceeding to fix or determine rates to be charged.

**Section 5.** That said pipes and conduits shall be laid so as not to interfere with water pipes or sewers or conduits or other utilities now laid in the streets, alleys or public grounds of said City, and all pipes and conduits shall be laid at a reasonable depth below the surface and so as not to interfere with public improvements or surface rights; that the Grantee shall install all service pipe to the property line and meters free of charge to the customer; that a meter deposit in a reasonable sum, to be approved by the City, may be required in advance of the installation of a meter.

**Section 6.** That the said Grantee, its successors or assigns, shall at all times save the City harmless from any and all damages which it might be liable to pay, that may arise from construction, repair, operation or maintenance of said gas distribution system, and shall at all times protect by proper light signals or railings all excavations and changes which it makes, and to leave the place upon which the Grantee may enter in as good condition as it is found; and in case Grantee, its successors and assigns



is first placed on the public grounds within said City; that the City of.....  
for the payment of any sum or sums of money due it, under the terms of this franchise, shall have a first  
lien upon all the property of the Grantee, its successors and assigns, within said City, and a lien superior  
to the claim or lien of any trustee, mortgagee or pledgee.

**Section 13.** That the right of way through streets, alleys and public parkings herein granted, and  
the excavations herein authorized to be made, shall be subject at all times to such lawful and reason-  
able ordinances and police regulations as are now or shall hereafter be lawfully adopted by said City;  
provided, however, such ordinance shall be reasonable and not destructive of the rights hereby granted,  
and shall not be in conflict with the provisions of this ordinance.

**Section 14.** That the Grantee shall have, and he is hereby granted, the authority, right and power  
to make and establish all reasonable rules and regulations and conditions for the furnishing of natural  
gas for light, heat, power and other purposes, such rules and regulations to be conformable to law and  
not inconsistent with the provisions of this ordinance; that in case of neglect or refusal of any con-  
sumer to comply with any reasonable rule or regulation so made and established, the Grantee shall have  
the power to enter upon the premises of any such consumer, and forthwith remove therefrom any meter  
or other apparatus or material thereon belonging to said Grantee, and forthwith to disconnect the service  
and shut off all supplies of natural gas, so long as such neglect or refusal continues.

**Section 15.** That this grant shall be in full force and effect for a period of twenty-five (25) years  
from the date of the passage of this ordinance.

**Section 16.** That this grant is conditioned upon the authorized delivery of natural gas by the  
Grantee within the corporate limits of said City during twenty-four (24) hours of each day for the  
entire period of this franchise, beginning with the date of the completion of said distribution system for  
the purposes and at the rates herein specified, unless otherwise directed by the Public Utilities Com-  
mission of the State of Colorado, and it is also conditioned upon the observations by said Grantee of  
the rules and regulations of the Public Utilities Commission of the State of Colorado and the prompt  
payment of any and all obligations of said Grantee resulting from accidents sustained within the cor-  
porate limits of said City, for which it is liable; that in the event the Grantee shall fail to comply with  
any or all of the foregoing conditions, such noncompliance shall render this franchise null and void;  
provided, however, that the City Council may extend the time for compliance with the terms and con-  
ditions of this franchise for any reasonable length of time, as may be mutually agreed upon between  
the said Hon. City Council and the Grantee.

**Section 17.** That if any clause, sentence or section of this ordinance shall be held void by any court,  
the same shall not affect the remainder of this ordinance.

**Section 18.** That this ordinance shall take effect and be in force upon its due passage and publica-  
tion in the official City paper as provided by law, and after its due acceptance in writing by the Grantee  
and within ten (10) days after the ordinance shall have become effective as aforesaid, and upon its tak-  
ing effect all other ordinances or parts of ordinances inconsistent or in conflict herewith are hereby  
repealed, and if not accepted within ten (10) days same shall become null and void.

*RC McCormick Mayor* (SEAL)

*J S Thomas* (SEAL)

*Wilbur Cox* (SEAL)

*Ed Graham* (SEAL)

*J H Reade* (SEAL)

*J Frostolmes* (SEAL)

..... (SEAL)



shall fail, after reasonable notice, to comply with the provisions hereof, it shall be the right of the said City to repair the same at the expense of said Grantee, its successors and assigns, and said City may recover damages sustained thereby, together with the expense of making the connections or repairs, by suitable action in any court of competent jurisdiction, and for the faithful performance of this provision said Grantee, its successors and assigns, shall give a surety bond to the City of \_\_\_\_\_ County, Colorado.

**Section 7.** That the standard for the quality of natural gas to be delivered and sold under this ordinance shall be that containing not less than eight hundred (800) British Thermal Heat Units of gas at standard pressure, and if gas of a less heating efficiency is sold at any time, reduction shall be made by the Grantee in the price charged therefor, proportional to the loss in heating units; that gas shall be supplied for domestic purposes at a pressure of not less than three (3) ounces, nor greater than six (6) ounces, standard pressure test; that the City may at its option require the Grantee to make semi-annual tests of the gas served and to file reports thereof with the Hon. City Clerk, and the City may make independent tests if it so desires.

**Section 9.** That the Grantee, its successors or assigns, shall furnish merchantable natural gas at a pressure, as hereinbefore prescribed, at reasonable rates and without discrimination. Such reasonable rates shall not be in excess of the following maximum schedule of rates:

that all bills shall be payable monthly and if not paid within ten (10) days from the date of mailing statement, the Grantee shall be entitled to add a penalty of ten (10) per centum. Grantee shall be entitled to a minimum charge of One Dollar Eighty Cents (\$1.80) per month per meter, which minimum shall include the first two thousand (2,000) cubic feet of natural gas.

....., or other proper City officer, for the purpose of testing, and the testing of such meter, shall, if requested, be done in the presence of both the complainant, the City of....., or proper City officer, and the agent of the Grantee herein, and if the meter be found incorrect more than three (3) per centum, the \$1.80 shall be returned to the consumer and the said \$1.80 fee shall be paid by the Grantee to said City and said meter shall not again be used unless properly repaired and proved by testing. Grantee shall, at its own expense, cause its meters to be tested at least once every three years.

**Section 12.** That as such consideration for this grant, and as rental for the use and occupancy of the streets, alleys and public grounds, said Grantee, its successors and assigns, shall pay annually in advance to the City, on the 1st day of January of each year, the sum of Fifty (\$50.00) Dollars for each one thousand (1,000), or major portion of one thousand inhabitants in the City of..... Colorado, the population of said City to be determined on the 1st day of December of each year by the latest census recorded in the office of the Hon. County Clerk of.....County, Colorado, such rental period beginning when material for the construction of said gas distribution plant