

**Ordinance no. \_\_\_\_\_**

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24 – UTILITIES. ARTICLE IX. – GAS SYSTEM. DIVISION 2. – RATES. SEC. 24-233. INDUSTRIAL INTERRUPTIBLE SERVICE. is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

Sec. 24-233. Industrial interruptible service.

(a) *Availability of service under this rider.* To any regular natural gas customer on an interruptible basis for industrial purposes, but not residential or commercial purposes. A customer will qualify for this service if each of the following conditions is also met. However, the city reserves the right to refuse (a) to contract for firm use gas or (b) to make gas available where relationship between the average daily consumption and the maximum daily consumption indicates a forced or unusual usage on the maximum day in an attempt to qualify for the minimum daily consumption stated below.

- (1) The customer's daily delivery service requirements are one hundred (100) decatherms or more; provided, however, that city may, at its option, continue to provide industrial interruptible service to any customer receiving industrial interruptible service at the time of adoption of this rider.
- (2) The city has determined that the city has gas delivery capacity in excess of the then existing requirements of other customers and the city also has available to it from its suppliers at the delivery point nearest to the customer an adequate supply of natural gas to meet the customer's requirements.
- (3) The customer has contracted in writing the city for service under this rider on city's standard sales and transportation service agreement for a minimum period of twelve (12) months, which agreement shall, among other things, specify the daily delivery service requirements of the customer.
- (4) The customer has proven to the city's satisfaction the ability to interrupt gas consumption, when required by the city.

(b) *Presumed order of service.* Deliveries of gas to customers who purchase gas or delivery service from city on an interruptible basis in whole or in part under more than one (1) rate schedule shall be deemed to have been made in the following order:

- (1) For customers who receive service under any special discount program of the city, the first volume of gas delivered to the customer during the billing period up to the amount the customer has contracted to purchase under such rider shall be deemed to be delivered under such special discount program.
- (2) The remaining volumes of gas delivered to the customer shall be deemed to be interruptible deliveries under the interruptible rate schedule applicable to customer.

(c) *Rates.*

- (1) *Base rate.* The customer's base monthly bill, including any sales gas purchases not covered below, shall be determined by the applicable rate schedule.
- (2) *Authorized overrun gas.*
  - a. A customer whose service is curtailed under an interruptible schedule may request service from city under this rider.
  - b. Customer must request service from city under this rider on a day-by-day basis; however, city reserves the right to discontinue the furnishing of service under this rider by giving one (1) hour's notice.
  - c. When customer requests and is authorized service under this rider, by telephone or otherwise to city, such request will be recorded on city's records, and the volume of such service provided will be the amount shown by city's measuring equipment between the effective beginning of the curtailment period and the time of release of curtailment to customer under the interruptible schedule applicable to customer, less the volume of non-curtailed gas supplied during such period, if any. If not authorized hereunder, overrun gas shall be charged under the applicable provisions of the interruptible schedule under which the customer is receiving service.
  - d. Gas sold under this rider will be shown separately on city's invoice.
1. *Surcharge.* The charge for all decatherms purchased under this rider, in addition to the rates and charges otherwise payable under the interruptible schedule applicable to the customer is as follows:

Per decatherm\$3.00

2. *Billing for surcharge.* The surcharge applicable to gas purchased under this rider shall be payable at the same time and under the same conditions as the rates and charges for volumes provided in the interruptible schedule applicable to the customer.
  - (3) *Unauthorized consumption of gas.* In the event the customer fails to comply with any curtailment order of city reducing either the customer's hourly or daily use of gas or takes gas in excess of the maximum amount specified in customer's contract with city without prior permission of city, city may elect in its sole discretion any or all of the following options:
    - a. To discontinue completely all deliveries to the customer during the day customer fails to comply with such curtailment order; or
    - b. To require customer to pay city a charge of two (2) times Southern and or Transco's natural gas penalty charge per decatherm for all unauthorized gas taken, in addition to the regular charge for such gas.
  - (4) *Capital improvements.* A charge of \$0.26/decatherm shall be applied to all volumes for capital improvements.
- (d) *Character of service.*

- (1) All gas delivered under this rate schedule shall be subject to curtailment in whole or in part only after city has used reasonable efforts to give at least two (2) hours notice to customer by telephone or otherwise, except in force majeure or emergency conditions. City may curtail customers served under this rate schedule in such order and each customer to such extent as city deems necessary for the proper operation of its distribution system. Subject to the foregoing, curtailment by city hereunder shall be made pursuant to the load control provisions in effect from time to time. Upon notice of curtailment by city, the customer must promptly discontinue use of gas as provided in the curtailment notice.
- (2) It is contemplated that all gas received into city's system will be gas delivered out of a commingled stream from the pipeline system of Southern Natural Gas and Williams Transco. The service contemplated hereunder is of an industrial character and city does not guarantee the chemical composition or specific gravity of the gas delivered, nor does city guarantee such gas to be free from interruptions or fluctuations in delivery pressure or that the chemical composition or specific gravity of the gas delivered may not vary from time to time. There is no warranty, express or implied, as to the fitness of gas delivered pursuant to this schedule for use in the customer's operations.

(e) *Terms and provisions of service under this rider.*

- (1) Except as expressly modified by the provisions of this rider, all of the terms, provisions, and conditions of the interruptible schedule (as made effective by the council from time to time) applicable to customer shall also apply to service by city to customer under this rider.
- (2) Notwithstanding other curtailment provision applicable to gas furnished by city, all deliveries under this rider shall be subject to curtailment by city only in order to protect or maintain city's natural gas system, or by reason of event of force majeure as defined in the applicable rate schedule or contract. City will endeavor to give two (2) hours prior notice of curtailment and will endeavor to advise customers of impending curtailment with as much advance notice as possible.
- (3) Contracts for service shall be in writing and specify in writing the monthly and hourly rates of consumption and shall be for a minimum period of one (1) year.
- (4) The amount of:
  - a. any sales, gross receipts, franchise, excise, privilege, occupation or other tax or charge whether imposed by statute or otherwise that city pays to any governmental body, based on, or determined by, the sale of gas hereunder, and
  - b. any charge paid by city to any gas supplier as a result of any sales, excise, gross receipts, or other taxes, license fee, or governmental charges imposed upon such supplier, based on, or determined by, the production, severance, manufacture, transportation or sale of gas hereunder, shall be added to and become a part of the charges to the customer under this rate schedule; provided, however, if any additional payments are imposed upon the customer by reason of this clause, the customer may by thirty (30) days' notice in writing to city, cancel his contract for service under this rate schedule and discontinue the use of natural gas service under this rate schedule.

- (5) When gas is delivered at a pressure in excess of 14.73 pounds per square inch absolute, then for the purpose of measurement hereunder, such volumes of gas shall be corrected to a pressure of 14.73 pounds per square inch absolute. It is assumed that the atmospheric pressure is 14.4 pounds per square inch. The measurement of gas volumes shall be adjusted for deviation from Boyle's Law in accordance with generally accepted engineering practices through positive displacement meters at a pressure not in excess of twenty (20) pounds per square inch gauge, at which the gas shall be assumed to obey Boyle's Law.

Where rotary or turbine type meters are used on installations where customer's annual usage is more than thirty thousand (30,000) decatherms, all volumes measured by such meters shall be corrected to a base temperature of sixty (60) degrees Fahrenheit.

- (6) Gas purchased under this rate shall not be resold by the purchaser thereof in any manner, and city will discontinue service upon notice to the customer when it is determined that gas is being resold in violation of this provision of the rate schedule in the event the customer does not immediately discontinue such resale after such notice.
- (7) In the event either the city or its suppliers is unable, wholly or in part, by reason of force majeure or as a result of a curtailment plan permitted to become effective by the regulatory body having jurisdiction, to carry out its obligations, it is agreed that on giving notice of such force majeure as soon as possible after the occurrence of the cause relied on, the obligations of city so far as they are affected by such force majeure or curtailment plan shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

(f) *Additional terms and provisions.* Service under this schedule is subject to applicable ordinances, terms and conditions of service and rules and regulations of city, as enacted or approved by the city council of the city from time to time, as well as all current and future riders and tariff provisions made applicable to service under this schedule.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this Ordinance may be renumbered and/or alphabetized accordingly to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: \_\_\_\_\_  
SECOND READING: \_\_\_\_\_

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MATTHEW J. SANTINI, MAYOR

ATTEST: \_\_\_\_\_  
JULIA DRAKE, CITY CLERK