

CITY OF CRETE, NEBRASKA
CITY COUNCIL REGULAR MEETING
October 5, 2021

Notice of the meeting was given by posting and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting was also given to the Mayor and City Council. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska in the back of the Council Chambers. Additional copies are available to read. The City may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

Those in attendance pledged allegiance to the flag.

1. Open Meeting
2. Roll Call

Dan
Papik: Present
Travis
Sears: Present
Dale
Strehle: Present
Present: 3.

3. Items of Business

- A. Provide a recommendation to the City Council on approving Black Hills Energy's new tariff rate and Small Volume Interruptible contract.

Recommend to the City Council to approve Black Hills Energy's new tariff rate and Small Volume Interruptible contract. Carried with a motion by Travis Sears and a second by Dan Papik.

Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 3, No: 0

City Administrator Tom Ourada informed the committee that this contract and rate change are unavoidable as we are interruptible. However, it will not make a big impact on the city as we do not use much gas.

- B. Provide a recommendation to the City Council on enacting Ordinance 2140: An ordinance relating to the management and operations of the electric department.

Recommend to the City Council to enact Ordinance 2140: An ordinance relating to the management and operations of the electric department. Carried with a motion by Travis Sears and a second by Dan Papik.

Dan Papik: Aye, Travis Sears: Aye, Dale Strehle: Aye
Aye: 3, No: 0

City Administrator Tom Ourada relayed to the committee that this ordinance is to give us more flexibility in looking for a Public Works Director. It changes the management requirements for the electric department to be able hire someone who has public works experience but can be trained on the electric department side of the position.

4. Officers' Reports

City Administrator Tom Ourada gave an update on the box culvert project. Ourada will be meeting with property owners tomorrow to discuss property acquisition.

5. Adjournment

Mayor

(SEAL)

City Clerk-Treasurer

I, Jerry Wilcox, City Clerk for the City of Crete, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council. I hereby certify that a copy of the Open Meetings Act was posted in the back of the Council Chambers. I certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk. I certify that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting and that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public. I certify that the minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of the City Council. I certify that all news media requesting notification concerning meetings of the City Council were provided with advance notification of the time and place of said meeting and the subjects to be discussed.

City Clerk-Treasurer

(S E A L)

BLACK HILLS ENERGY
CUSTOMER ALTERNATIVE FUEL CAPABILITY
Affidavit Required for Interruptible Transportation

Customer being duly sworn according to law deposes and states as follows:

1. **Verification of Interruption.** Customer, as defined on Exhibit B, agrees to provide Black Hills Nebraska Gas, LLC d/b/a Black Hills Energy (“Company”) with information and verification of its ability to have its natural gas service from Company interrupted.

To that end, Customer agrees to provide the information requested by Company as set forth on Exhibit B of this Affidavit, and to verify that such information is accurate and truthful to the best of Customer’s information, understanding, and belief.

2. **Risks and Responsibilities.** Customer recognizes the interruptible nature of natural gas service provided by Company to Customer, and hereby acknowledges and accepts its responsibility to either shut down its operations or to maintain standby facilities and alternate fuel supply to maintain operations during full or partial curtailment or interruption of service hereunder.

Additionally, Customer acknowledges and accepts the following additional risks and requirements associated with transporting gas:

- a) Customer may incur penalties for authorized takes described in Company’s Tariff, balancing and scheduling charges pursuant to Company’s Tariff, and any charges Company incurs from any upstream supplier or pipeline on behalf of Customer; and
- b) Customer must stop using natural gas when notified by Company or by Customer’s gas supplier of any interruption affecting Customer’s gas supply or transportation service.

3. **Customer Alternate Fuel Supplies (if applicable).**

- a) Customer acknowledges, agrees, and understands all of Customer’s obligations, as applicable, including that Customer is responsible for replenishing its alternate fuel storage throughout the year as necessary to meet Customer’s total fuel obligations whenever and so long as service is interrupted.
- b) Customer acknowledges, agrees, and understands that Customer has in place one or more executed contract(s) with one or more suppliers for diesel, kerosene, propane, No. 2 fuel oil, and/or No. 4 fuel oil to provide for the delivery of such alternate fuel in quantities sufficient to meet Customer’s Alternative Fuel Source requirements.
- c) Customer acknowledges, agrees, and understands that Customer is required to provide and to update the name and contact information for its Alternate Fuel Supplier and that if this information is not provided, Customer will no longer be eligible for interruptible transportation service.

4. **Operational Shut-Down Option (an Officer, Principal or Partner must sign)**

If Customer is a process load customer, then Customer acknowledges that Customer can timely shut down in response to a Company-called interruption.

- a) Customer is NOT a school or human needs customer as the latter term is defined in under Nebraska law.
- b) If Customer meets these requirements, then Customer may, in lieu of the requirement to maintain a full alternate fuel supply, shut down its operations for the duration of any and all called interruptions.

5. **Transportation Rights.** Customer represents to Company that Customer has and will maintain, or will have and maintain at all relevant times, transportation rights on transporting pipelines upstream of Company's natural gas distribution system in Nebraska to deliver all volumes of gas to Company for Customer's accounts identified on Exhibit "A" attached hereto.

6. **Termination of Rights.** If any such transportation rights are terminated or limited in any manner so that Customer are unable to deliver gas to Company's natural gas distribution system as provided above, then Customer and/or its Marketer shall immediately notify Company in writing.

7. **Penalties and Charges.** Customer understands that it is subject to the penalties, charges and other consequences, including termination of service for failure to meet the Company's natural gas sourcing requirements, or to convert to Customer's alternate fuel requirements, and/or cease using gas when required by Company.

8. **Regulatory Commission Authority:** The provisions of this Agreement are subject to the State Natural Gas Regulation Act (*Neb. Rev. Stats. §§ 66-1801 et seq.*), all valid legislation with respect to the subject matter hereof and to the extent applicable, all present and future orders, rules and regulations of the Nebraska Public Service Commission and any other regulatory authorities having jurisdiction over (i) the transportation of natural gas contemplated hereunder, or (ii) the construction and operation of any facilities required to deliver said natural gas. Customer agrees that Company shall have the right to unilaterally make and to file with any and all regulatory bodies exercising jurisdiction, now or in the future, changes in rates or new rates or any other changes to Company's Tariff or as otherwise permitted by Company, and that Customer shall be bound by such changes or new rates as are approved by such regulatory bodies. This Affidavit shall be governed and construed in accordance with the laws of the State of Nebraska.

EXHIBIT A

(Company Use Only)

Account Number	
Rate Schedule	
Customer Name	
Premise Address	
Peak Usage	
Company Contact	
Company Email	
Company Phone	
Company Address	

EXHIBIT B- CUSTOMER INTERRUPTION CAPABILITY INFORMATION

Account/s	
Customer Name	
Customer Representative	
Customer Contact email	
Customer Contact phone	
Representative Title	
Competitive Natural Gas Provider (“CNGP”) or Choice Gas Supplier	
Name and Title of CNGP/Supplier Representative	
CNGP or Supplier Email	
CNGP or Supplier Phone	
Customer Interruption Choice	Choose one <input type="checkbox"/> Alternate Fuel Source or <input type="checkbox"/> Operational Shutdown
If Alternate Fuel/Energy Source Option	Check all that apply: <input type="checkbox"/> Oil <input type="checkbox"/> Propane <input type="checkbox"/> LNG <input type="checkbox"/> Coal <input type="checkbox"/> Electricity <input type="checkbox"/> Kerosene <input type="checkbox"/> Other
<u>Alternate Fuel Supplier Name(s)</u>	
<u>Alternate Fuel Supplier Email Address:</u>	
<u>Operational Shutdown</u>	NOTE: This Affidavit affirming Customer’s Alternative Fuel Capability must be signed by a duly authorized representative of Customer.

**SMALL VOLUME
INTERRUPTIBLE GAS TRANSPORTATION CONTRACT
FOR THE STATE OF NEBRASKA**

THIS INTERRUPTIBLE GAS TRANSPORTATION CONTRACT, made this 1st day of September, by and between BLACK HILLS NEBRASKA GAS, LLC D/B/A BLACK HILLS ENERGY., (“Company”), and City of Crete located at Crete, Nebraska (“Customer”) under Customer Account # 4163777456.

IT IS HEREBY AGREED AS FOLLOWS:

1. **Term.** The primary term of this Contract shall commence on September 1, 2021, and shall continue in effect until August 31, 2024, and thereafter from month to month until terminated by either party upon thirty (30) days prior written notice to the other party.

2. **Terms of Sale.** During the term of this Contract, and unless otherwise agreed in writing by the parties, Company shall be Customer’s exclusive natural gas distributor for Customer’s facility located at Crete, Nebraska. All gas delivered hereunder shall be paid for in accordance with those charges set forth in Company’s Rate Schedule NE54E or any effective superseding rate schedule as may be implemented by Company from time to time. In addition, Customer shall pay all other costs associated with the interruptible gas service under this agreement. Gas delivered hereunder by Company shall not be resold by Customer to a third party. Company shall notify Customer of any such effective superseding rate schedules.

3. **Interruptible Nature of Sale.** Delivery of gas hereunder is subject to curtailment or interruption for any reason or whenever required by Company or its supplier for the protection of deliveries of firm gas or deliveries of other gas carrying a higher priority than that delivered hereunder. Customer represents to Company that Customer understands and acknowledges such delivery of gas is subject to curtailment or interruption at any time as permitted under this interruptible service agreement with Customer.

4. **Service Interruption Procedures.** Customer agrees either (i) to shut down its operations or (ii) to maintain, in good working condition, complete standby facilities and alternate fuel supply to maintain operations during full or partial curtailment or interruption of service hereunder. Company may physically disconnect Customer’s transportation and supply of gas, without liability to Company, in the event Customer fails to curtail or cease its use thereof when requested by Company to do so.

5. **No Irreparable Injury and Penalties for Non-performance.** If Customer is curtailed or otherwise interrupted by Company for any reason, then Customer shall immediately cease taking natural gas volumes until further permitted by Company. During any such interruption or curtailment, Customer shall either (1) shut down its operations or (2) use an alternative fuel source and fuel system required under paragraph 4 above that is maintained by Customer. Customer acknowledges that Company has no responsibility or liability to Customer for or during such interruption or curtailment of natural gas service under this Agreement.

In addition, Customer acknowledges that it does not rely on interruptible service hereunder to serve persons, property, or facilities that will suffer irreparable injury to life or property, including environmental emergencies if the natural gas provided under this service agreement is interrupted as permitted under the agreement between Company and Customer. Customer shall be responsible for and agrees to pay any and all scheduling, imbalance penalties or other penalties, charges, gas costs, and other related costs determined by Company as a result of unauthorized actions or inactions of Customer.

6. **Payment of Bills.** Customer shall pay all bills for service hereunder to Company in accordance with Section D. of the attached Appendix.

7. **Notices.** Notices to Company under this Contract shall be addressed to:

Black Hills Energy
Business Development
1731 Windhoek Drive
Lincoln, NE 68512

8
ATTN: Dustin Snyder

Phone: (402) 858-3578
Email: Dustin.Snyder@blackhillscorp.com

And notices to Customer shall be directed to:

City of Crete
1440 Linden Avenue Crete, NE 68333
Attn: Tom Ourada
Phone: (402) 826-4312
Email: tom.ourada@crete.ne.gov

Either party may change its address under this section at any time upon written notice to the other party.

8. **Succession and Assignment.** This Contract and each of its terms shall bind and inure to the benefit of the parties hereto, their respective successors and assigns.

9. **Regulatory Approval.** This Contract is subject to the rules and regulations of any regulatory or legislative authorities having jurisdiction of the sale of natural gas contemplated hereunder and the construction and operation of the facilities required to deliver said natural gas. This Contract is specifically governed by section 66-1810 and other terms and conditions set forth in the State Natural Gas Regulation Act of Nebraska.

10. **Contract Terms and Conditions.** Attached as an Appendix are Contract Terms and Conditions which are hereby incorporated by reference into this Contract.

This Contract cancels and supersedes all previous gas sales or transportation contracts between the parties hereto.

The parties hereto have executed this Contract on the date first above written.

“COMPANY”

BLACK HILLS NEBRASKA GAS, LLC
D/B/A BLACK HILLS ENERGY

“CUSTOMER”

City of Crete Power Plant

Authorized Signature

Title

Title

**APPENDIX
INTERRUPTIBLE TRANSPORTATION AGREEMENT**

Contract Terms and Conditions

A. Noncompliance with Company Curtailment Orders.

(1) Company, being bound by its pipeline suppliers' tariffs to discontinue taking gas in compliance with the pipelines' curtailment orders or pay a penalty for any takes in excess of such curtailment levels, and Company being also compelled to control its own deliveries to protect service to its high priority residential, small commercial and small industrial customers, must impose adequate damage and deterrent requirements against intentional or careless or extended excessive takes by Customer there-under (as well as by other customers similarly situated). Accordingly, Customer hereby specifically agrees that it will pay to Company, as liquidated damages for all volumes of gas taken while curtailment is in effect, pursuant to notice to Customer by Company, an amount equal to \$20.00 per Dth above the highest daily natural gas market price as determined by Company (i.e., in addition to any and all pipeline and/or Company charges, fees, penalties, and the market or company derived rate for natural gas) for all such unauthorized gas taken by Customer, plus any additional charge, including unauthorized overrun charges, imbalance, scheduling charges, storage, allocation, or other costs assigned to Customer by Company. Customer acknowledges the need for such charges and, therefore, waives any objections thereto based on a contention that they amount to an improper penalty rather than a proper level of deterrent charges and damage payments.

(2) The payment for unauthorized overrun volumes set forth above shall not, under any circumstances, be considered as giving Customer the right to take unauthorized overrun volumes, nor shall such payment be considered to exclude or limit any other remedies (including cancellation for breach of contract) available to Company against Customer for failure to comply with this Section.

B. Character of Service.

(1) Delivery Pressure. Delivery of gas by Company shall be at such varying pressures as may exist under operating conditions in the pipeline of Company at the point of delivery. Customer shall install, operate and maintain, at its own expense, such pressure regulating devices as may be necessary to regulate the pressure of gas after delivery to the Customer.

(2) Quality. Natural gas delivered to Customer will conform to the quality specifications of Company.

C. Computation of Volumes of Gas Transported or Sold.

(1) Gas delivered hereunder shall be measured in accordance with the standard operating practices of Company from time to time.

D. Billing and Payment.

(1) "Billing Day" as used herein, means the period determined by Company for Interruptible Sales Service, as may be changed by Company from time to time.

(2) A statement shall be submitted by Company to Customer for natural gas delivered during the preceding billing month, and payment therefore shall be made by Customer to Company within ten (10) days of the current billing date (Bill Issue Date). If the unpaid balance is in excess of \$10.00, a late payment charge of 1.5% per month of the unpaid balance or \$1.00, whichever is greater (but not to exceed the maximum rate allowed by law), shall be added to the unpaid balance. In addition to its other rights and remedies set forth herein, Company shall have the right to discontinue service hereunder upon twelve (12) days prior written notice to Customer in the event any statement or portion thereof is not paid within thirty (30) days of the due date.

(3) Payments shall be made in U.S. dollars or, at Company's discretion, by the electronic transfer of funds to a specified bank account.

E. Termination of Service.

(1) Statements for service become delinquent if not paid within ten (10) days of the Bill Issue Date. If the statement for service is delinquent, Company may discontinue service or take whatever actions are available to Company to recover the amount owed.

F. Liability of Parties. Company and Customer each assume full responsibility and liability for the maintenance and operation of their respective properties and shall indemnify and save harmless the other from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons, arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party. Company shall not be liable to Customer for its failure to deliver gas, and Customer shall not be liable to Company for its failure to receive gas, when such failure on the part of either shall be due to accident to or breakage of pipelines, machinery or equipment, fires, floods, storms or storm warnings, strikes, war or riots, legal interferences, acts of God or public enemy, shutdowns for emergency repairs and maintenance, failure or curtailment of gas supply or, without limitation by enumeration, any other cause beyond the reasonable control of the party failing to deliver or receive gas, as the case may be, provided such party shall promptly and diligently take such action as may be necessary and practicable under the then-existing circumstances to remove the cause of failure and resume the delivery or receipt of gas, as the case may be. However, if Customer fails to receive gas, Customer shall nonetheless be charged the minimum bill as provided for and defined in the approved rate schedule under which Customer is served. Neither Company or Customer shall be relieved of liability to the other for any damage or expense caused or contributed to by its own negligence when such negligence on its part shall be the proximate cause of its failure to deliver or receive gas, as the case may be. In the event of strike or labor trouble, the obligation to take such action as may be necessary and practicable shall not be interpreted to require the making of any concession or conceding any demands. Company shall not be liable for defects in Customer's piping or appliances.

G. Regulation. The provisions of this Agreement and the sale by Company to Customer are subject to all valid legislation with respect to the subject matter hereof, and to all valid present and future orders, rules and regulations of duly constituted authorities having jurisdiction. Company shall have the right to make and file with any and all regulatory bodies exercising jurisdiction in the subject matter hereof, now or in the future, changes in rates and new rates, and any agreed upon amendments to this Agreement.

H. Delivery. Gas delivered by Company shall be delivered to Customer at the point of connection between the distribution pipeline of Company and that of Customer on the outlet side of the measuring station of Company. All risk of loss, damage or injury shall pass to Customer upon delivery.

I. Information. Customer, upon written request, shall furnish Company such reasonable data as, in Company's judgment, is necessary for the proper analysis of the gas load requirements of Customer.

J. Taxes. When any town, city, county or state imposes a franchise, occupation, business, sales, license, excise, privilege or similar tax of any kind on Company, the amount thereof shall be surcharged on a proportionate basis to Customer and all other customers receiving gas service within such city, town, county or state. Such charges shall, in all cases, be in addition to the regular charges for service specified in Company's approved rate schedules.

K. Imbalance/Variance Resolution Procedure. The parties acknowledge and agree that nominated volumes and actual consumption must balance on a daily and/or monthly basis, as required by the interstate pipeline as those requirements may be changed from time to time. If there are any daily and/or monthly variances between the amount of gas Customer delivered to Company at the Receipt Point and the amount taken by Customer at the Delivery Point, the variances will be resolved in accordance with the applicable pipeline tariff as it may be amended from time to time. In the event the applicable interstate pipeline variance/imbalance resolution methodology and/or charges to its shippers are revised, modified, or superseded so that the methodology and/or charges to said interstate pipeline shippers or any tolerance level is changed, then the methodology and/or cash-out will be revised by Company accordingly.

L. Penalties. If Customer fails to perform any of its obligations or duties under this Agreement, Company will impose and Customer will pay Company the applicable pipeline tariffed penalties as they may change from time to time.



Mary Martin
Community Affairs Manager
Mary.Martin@blackhillscorp.com

11526 Valley Ridge Road
Papillion, NE 68046
Cell: 402.389.2943

August 19, 2021

Tom Ourada, City Administrator
Crete Power Plant
P.O. Box 86
Crete, NE 68333

RE: Notice of Natural Gas Usage Level and Rate Evaluation Decision

Dear City Administrator Ourada:

As a representative of Black Hills Nebraska Gas, LLC d/b/a Black Hills Energy (“Black Hills Energy”), I recently wrote to inform you of our evaluation of service provided to all customers in the state. Black Hills Energy’s natural gas service rate and customer consumption audit included High Volume Customers who transport more than five hundred (500) Therms per day as determined by average daily consumption. That process is now complete.

Natural gas service to Crete Power Plant qualifies for the Small Volume Interruptible customer rate, which is based on your usage under the requirements of the State Natural Gas Regulation Act, and the tariffs of Black Hills Energy. The SVI rate is currently \$1.35/MMBtu with a monthly charge of \$110.00.

Analysis of your natural gas usage over the last five years showed annual average usage of 976 MMBtu. Accordingly, your usage for natural gas under the SVI rate, we estimate your average annual bill at \$3,442.20. Crete Power Plant’s current rate has remained unchanged since 2013.

Black Hills Energy wanted to ensure you were notified prior to changes going into effect on September 1, 2021.

Please let me know if you have questions about this rate class review or would like to learn about ways to manage your energy usage. Black Hills Energy is honored to serve Crete. On behalf of our team, thank you for allowing us to be part of your ongoing success story.

Sincerely,

Mary Martin

ORDINANCE NO. 2140

AN ORDINANCE OF THE CITY OF CRETE, NEBRASKA RELATING TO THE OPERATION AND ADMINISTRATION OF THE ELECTRIC DEPARTMENT; TO AMEND SECTIONS 3-101, 3-103, 3-104, 3-105, 3-106, 3-108, 3-110, 3-111, 3-112, 3-113, 3-114, 3-115, 3-117, 3-118, 3-120, 3-122, AND 3-125; TO CHANGE PROVISIONS REFERENCING THE PUBLIC WORKS DIRECTOR; AND TO REFINE AND HARMONIZE PROVISIONS.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRETE, NEBRASKA:

Section 1. That Chapter 3, Article 1, Section 3-101 of the Crete Municipal Code shall be amended as follows:

3-101 Electric department; administration; delegation of authority; rules and regulations.

~~The Director of Public Works shall have the direct management and control of the Electric Department and shall faithfully carry out the duties of the office. The Director of Public Works shall have the authority to adopt rules and regulations for the proper and efficient management of the Electric Department and the Municipal Electrical System, subject to the supervision and review of the City Council.~~

- (1) The City Administrator shall be responsible for the direct management and administration of the Electric Department and its employees and property and may delegate some or all of the authority set forth in this article to the Director of Public Works or the Electric Superintendent. If delegated management and administration authority, the Director of Public Works or the Electric Superintendent may develop and propose rules and regulations for the proper and efficient management of the Electric Department and the city electric system.
- (2) The City Administrator shall have the authority to adopt and promulgate rules and regulations, not inconsistent with law, for the government of the Electric Department, the conduct of its employees, the distribution and performance of its business and services, and the custody, use, and preservation of its records, papers, books, documents, and property.

Section 2. That Chapter 3, Article 1, Section 3-103 of the Crete Municipal Code shall be amended as follows:

3-103 Electric department; customer contract

- (1) ~~The City shall furnish electric service for light, heating, cooking, and power purposes to persons whose premises lie all customers in the electric service area of according to the terms and conditions of the customer contract. the City as filed with the Nebraska Power Review Board and may furnish electric service to such persons within or without its corporate limits as and when, according to law and on reasonable terms, the Mayor and Council may see fit to do so. The rules, regulations, and rates for electric service, hereinafter referred to in this Article, shall be considered a part of every application hereafter made for electric service to the City and shall be considered a part of the contract between every consumer now served by the City. Without further formality, the making submission of an application on the part of any applicant or the use or consumption of electric energy by present customers and the furnishing of for electric service to said applicant or customer and its acceptance by the City shall constitute a contract to provide electric service between the applicant or customer and the City, to which both parties are bound.~~

- (2) The rules, regulations, and rates for electric service, provided for in this article, shall be considered a part of every application made for electric service and shall be considered a part of the contract with every customer served by the City. If a customer ~~should~~ violates any of the provisions of said contract or any reasonable rules and regulations that the ~~City Council or Public Works Director~~ City Administrator may hereafter adopt, the ~~Public Works Director~~ City may cut off or disconnect the electric service from the building, premises, or place of such violation, ~~and no further connection of electric service for such building, premises, or place shall again be made save or except by order of the Public Works Director.~~
- (3) Contracts for electric service are not transferable. Any person wishing to change from one location to another shall make a new application and sign a new contract. If any ~~consumer~~ customer shall sell, dispose, or ~~remove from~~ leave the premises where service is furnished in ~~his~~ their name or if the ~~said~~ premises is destroyed by fire or other casualty, ~~he~~ the customer shall ~~at once~~ immediately inform the ~~Public Works Director~~ City ~~who shall cause and have~~ the electric service ~~to be~~ shut off from the ~~said~~ premises. If ~~the consumer should fail to give such notice is not provided,~~ he the customer shall be charged for all electricity used on the ~~said~~ premises until the ~~Public Works Director~~ City is otherwise advised of such circumstances.

Section 3. That Chapter 3, Article 1, Section 3-104 of the Crete Municipal Code shall be amended as follows:

3-104 Electric department; application for service

Every person ~~or persons desiring~~ that would like electric service must make ~~an~~ application ~~therefor~~ to the ~~Public Works Director~~ City upon forms ~~to be furnished for that purpose~~ approved by the ~~Municipality~~ City Administrator. The application must state truly and fully all ~~the uses to which the electric current desired is to be applied, including the type and condition of the machinery, appliances, or equipment to be used in connection therewith~~ of the information required by such forms. ~~The Public Works Director shall require any applicant to pay a connection fee, none of which shall be returned, in such amount as has been set by the City Council and placed on file at the Utilities Department. Any applicant may be required to make a service deposit in such amount as has been set by the City Council and on file at the Utilities office and the office of the Municipal Clerk. The City reserves the right to deny electric service to any applicant that submits an incomplete application or if the City reasonably believes the application contains deceptive or fictitious information. Electricity may not be supplied to any house or building except upon the written order of the Public Works Director.~~

Section 4. That Chapter 3, Article 1, Section 3-105 of the Crete Municipal Code shall be amended as follows:

3-105 Electric department; service to non-residents

~~The Municipal Electric Department~~ City shall provide electric service within the electric service area filed with the ~~State of~~ Nebraska Power Review Board. Nothing herein shall be construed to obligate the ~~Municipality~~ City to supply electric service to any non-resident customer where the revenues from the sale of electricity ~~to that customer~~ will not be sufficient to pay the cost of providing service to that customer. ~~The City Council may require the~~ charge non-resident customers ~~to pay~~ for part or all of the cost of making electric service available ~~to the customer~~.

Section 5. That Chapter 3, Article 1, Section 3-106 of the Crete Municipal Code shall be amended as follows:

3-106 Electric department; service drop installation expense

Overhead service drop conductors, connectors, and associated miscellaneous material will be provided and installed at the expense of the ~~Electric Department~~ City. Underground cable will be provided ~~only~~ with only ~~the~~ connection at the source end made at the expense of the ~~Electric Department~~ City; ~~but~~ all trenching, trench installation, backfill, and connection costs other than the aforementioned will be at the expense of the customer. The costs of the electric watt-hour meter and any associated metering transformers and their connection thereto will be paid by the ~~Electric Department~~ City. ~~Furnishing and~~ The costs of installing the meter-socket ~~will~~ shall be the responsibility of the customer.

Section 6. That Chapter 3, Article 1, Section 3-107 of the Crete Municipal Code shall be amended as follows:

3-107 Electric department; service drop installation

The Electric Department will provide an overhead service drop conductor from the point of attachment provided by the customer to the distribution lines in the alley, street, or easement. Wire or cable for ~~an~~ underground service will be provided by the Electric Department with installation of this made by the customer except at the point of connection with the ~~Electric Department~~ distribution system, which connection and installation will be made by the Electric Department. The Electric Department will provide an electric watt-hour meter ~~for each customer, this~~ to be placed in a suitable device provided by the customer. A permit issued by the City shall be required prior to the installation of any electric meter.

Section 7. That Chapter 3, Article 1, Section 3-108 of the Crete Municipal Code shall be amended as follows:

3-108 Electric department; separate services

Not more than one ~~house or building, dwelling, or dwelling unit~~ shall be supplied from one service connection without a special permission of the Public Works Director ~~permit from the City~~. ~~Premises with a detached garage or other small appurtenant buildings~~ Accessory buildings on the same lot or in close proximity to the premises may be supplied for from the same connection. ~~No multiple occupancy premises may be master metered except by special permission of the Public Works Director.~~

Section 8. That Chapter 3, Article 1, Section 3-110 of the Crete Municipal Code shall be amended as follows:

3-110 Electric department; meter connections, repairs, and testing

- (1) No person except an authorized agent of the City shall be allowed to set meters or make connections to the electric service ~~of the~~ distribution system of the City. The City shall keep all meters in good repair at ~~the~~ its own expense ~~of the City~~. The owner of the premises where a meter is located shall provide ready and convenient access to the meter so that it may easily be examined and read by ~~the Public Works Director or his authorized~~ city employees or agents.
- (2) Any electric service customer ~~of the Electric Distribution System of the City~~ shall have the right to request ~~the Public Works Director to~~ a test of his their electric watt-hour meter, subject to such reasonable rules and regulations as the City Administrator and Public Works Director may adopt. One meter test will be made at no charge to the customer by field test methods. An additional test ~~will~~ may be made upon agreement of the customer to pay in advance all costs of laboratory testing of the meter. If the tests show the meter to be accurate within ~~legal~~ accepted industry standards, the customer will

not be reimbursed. If the meter is not accurate within ~~legal~~ such standards, the City will reimburse the customer the costs of testing and pay all costs of repairing or replacing the meter. If testing is requested or otherwise necessary, it shall be the duty of the ~~Public Works Director~~ Electric Department to have the meters tested, at the expense of the City, to test said meter as requested and any other meter which needs to be tested. When meter replacement is deemed necessary, a meter will be furnished and ~~set installed by the City Electric Department for such customer~~ at the expense of the City; provided, ~~where~~ if meter repairs or meter replacements are made necessary on account of the willful neglect, recklessness, or tampering on the part of the customer, then the City shall ~~require~~ bill the customer ~~to pay for the costs of installing a new meter or for making the meter repairs, as the case is, and shall collect the same as for electric service furnished.~~

- (3) All electric meters shall be sealed by the City upon installation ~~by the Municipality~~, and no person shall deface, injure, or break any of said seals unless authorized by the ~~Public Works Director~~ City. It is hereby declared unlawful for any person to tamper with any meter or, by means of any contrivance or device, to divert the flow of electricity energy through the meter or to cause the same to register watt-hours inaccurately.

Section 9. That Chapter 3, Article 1, Section 3-111 of the Crete Municipal Code shall be amended as follows:

3-111 Electric department; abandoned services

~~An~~ Electric service to a premises will normally be left connected to the electric distribution system even if the premises is ~~disconnected from the system and~~ is not actively receiving service. It is the responsibility of the owner of the premises to notify the ~~Electric Department~~ City, in writing, to disconnect or remove the service connection if the electric service constitutes a safety hazard or if electric service is not to be resumed in the foreseeable future.

Section 10. That Chapter 3, Article 1, Section 3-112 of the Crete Municipal Code shall be amended as follows:

3-112 Electric department; access to premises

~~The Public Works Director or his agent~~ Employees and agents of the City shall have access at any time to any premises connected to the electric distribution system for the purpose of making repairs to electric services and shall have access at all reasonable hours to determine if electricity energy is being carried, distributed, and used in the proper manner.

Section 11. That Chapter 3, Article 1, Section 3-113 of the Crete Municipal Code shall be amended as follows:

3-113 Electric department; repairs and maintenance

The ~~Municipality~~ City shall repair or replace, as the case may be, all ~~equipment parts~~ parts of the electric distribution system ~~from up to the near point of connection with the electric meter the building to the distribution system, exclusive of expense to property,~~ except those repairs or replacements made necessary by independent acts not within the control of the ~~Municipality~~ City.

Section 12. That Chapter 3, Article 1, Section 3-114 of the Crete Municipal Code shall be amended as follows:

3-114 Electric department; restricted and unlawful use

The Municipality, through the Public Works Director, City reserves the right to refuse to connect, to cut off, or to disconnect the supply of electricity energy to any customer, without any preliminary notice, where such connection is detrimental to the service furnished by the City, where if the customer refuses or neglects to repair or reconstruct any machinery, equipment, or appliance when ordered to do so by the City Public Works Director or his agent, or if such the connection tends to increase the fire hazard or to disturb the electric service furnished to of other customers, or to if the connection affects the generating equipment or electric distribution system of the City in such a way as is prejudicial to providing reliable electric service free of objectionable noise, flickers, voltage deviations, or other defects in quality of service.

Section 13. That Chapter 3, Article 1, Section 3-115 of the Crete Municipal Code shall be amended as follows:

3-115 Electric department; equipment specifications

- (1) All electrical equipment ~~to be~~ that is or will be connected to the electric distribution system of the Municipality must be designed to compensate for low power factor or the customer shall add such auxiliary equipment as needed to compensate for low power factor will be added by the customer. No electric motor or other device of twenty five horsepower equivalent may be connected other than through a device to reduce the starting current except by special permission of the Public Works Director.
- (2) All electric motors or other devices of fifteen or more horsepower equivalent will shall be equipped with power factor correction capacitors.
- (3) Except by special permit from the City, all electric motors or other devices of twenty-five or more horsepower equivalent shall be connected to the city electric system through a device that reduces the starting current.

Section 14. That Chapter 3, Article 1, Section 3-117 of the Crete Municipal Code shall be amended as follows:

3-117 Electric department; destruction of property

It shall be unlawful for any person to willfully, recklessly, or carelessly break, injure, or deface any structure, building, machinery, apparatus, fixture, attachment, or appurtenance that is part of or related to the operations of the electric distribution system of the Municipal Electric Department. No person may commit any act tending to obstruct or impair the intended use of any of the above-mentioned property without the written permission of the Public Works Director City Administrator.

Section 15. That Chapter 3, Article 1, Section 3-118 of the Crete Municipal Code shall be amended as follows:

3-118 Electric department; electric line extensions

Municipal Electric lines will shall be extended throughout the Crete Electric Service Area, as needed to provide electric service to all premises within the electric service area of the City. Lines will shall only be built only on, in, or under streets, alleys, rights-of-way, land, and ~~dede~~ to or other property of the Municipality, City or on easements granted to the City Municipality on terms suitable to the Municipality. The Municipality City is not obligated to extend lines at no cost to the customers. In cases where the distance

from existing lines, characteristics of the customer's electrical use, or other factors are such that revenues from the ~~use~~ sale of electricity are insufficient to justify the extension of the line or where the lines are to be placed underground, ~~then~~ the customer may be required to pay ~~part of~~ the costs of construction in such manner and amount as reasonably determined by the City Council.

Section 16. That Chapter 3, Article 1, Section 3-120 of the Crete Municipal Code shall be amended as follows:

3-120 Electric department; billing; collecting

- (1) ~~Customer accounts between the customer and the City shall be kept by the Public Works Director under such bookkeeping system as determined by the City shall be provided by the Mayor and Council. A customer's ledger shall be kept current with a separate account for each customer. All electric meters shall be read monthly by the Electric Department, and the amount of usage shall be billed according to the rates, fees, and other costs set forth in the City's Master Fee Schedule, under the direction of the Public Works Director. City bookkeepers and cashiers shall collect the same under the supervision of the Public Works Director. Customers shall pay city bookkeepers and cashiers at the Utilities Office in City Hall the amount due the City for electric service.~~
- (2) All bills for electric service shall be due on ~~the billing date and shall become delinquent on~~ after the due date ~~as shown specified~~ on the bill. If ~~the a~~ customer ~~shall neglects, or refuses, or otherwise fails~~ to pay ~~his~~ their bill in full on or before five o'clock p.m. on the due date ~~shown on the bill~~, the amount due will be increased by the late payment charge, if applicable. If the bill is ~~not paid in full on or before the due date~~ becomes delinquent, a notice will be mailed to inform the customer that electric service will be discontinued no earlier than ten nor ~~more~~ later than sixteen days after the due date ~~shown on the bill~~, with no further notice, and that service will not be restored until the bill is paid in full, together with any collection ~~charges~~ and a reconnection ~~charges fees and costs~~ and a deposit repayment, if applicable. There is hereby established a minimum charge of \$35.00 for reconnection during regular business hours and a minimum of \$50.00 for reconnection outside of regular business hours. Deposit repayments will be based on eighty percent (80%) of two months average billing for ~~that the~~ customer. If the cost for reconnection exceeds the minimum set forth above, customer shall be responsible for any additional costs incurred.

Section 17. That Chapter 3, Article 1, Section 3-122 of the Crete Municipal Code shall be amended as follows:

3-122 Electric department; city liability

- (1) The City does not guarantee the delivery of electric current over the lines of its electric distribution system at any time to any person. ~~The City and~~ expressly reserves the right to disconnect or discontinue service for any of the following reasons:
 - (a) for necessary repairs ~~necessary to be made on any part of~~ to its powerplant, powerhouse, equipment, or distribution system;
 - (b) for nonpayment of bills when due;
 - (c) for fraudulent representations in regard to the consumption of electricity ~~current for light, cooking, heat, and power~~;
 - (d) for the protection of persons or property; or,
 - (e) for violations of any ~~of the federal, state, or local laws, rules, and regulations requirements of this Article or the subsequent amendments thereto.~~ federal, state, or local laws, rules, and regulations requirements of this Article or the subsequent amendments thereto.

- (2) The City shall use due and reasonable diligence to provide and supply uninterrupted electric service to customers but shall not be liable for damages resulting from interruptions of service due to causes over which the City has no control or for damages arising out of any wiring or ~~motors~~ equipment inside any building, whether inspected by city employees or agents of the City or not, ~~and~~. The City expressly reserves the right to refuse to connect or to discontinue or disconnect any customer's service, without any preliminary notice, for reasons set forth in this Article or for any other reason.
- (3) ~~The~~ Customers shall have interior wiring or other wiring about the place or premises on which electric service is to be used done by a licensed and bonded electrician, ~~but~~. Under no circumstances shall connections be made ~~with~~ between the wires of the electric distribution system ~~and supply wire or wires of the City~~ and the wires of the customer ~~except at the order of the Public Works Director pursuant to a valid permit from the City~~. All wires of customers shall be installed in accordance with the rules of the National Electrical Code incorporated by reference in ~~Chapter 9~~ section 9-1501.

Section 18. That Chapter 3, Article 1, Section 3-125 of the Crete Municipal Code shall be amended as follows:

3-125 Electric Department; Fees, Charges, And Deposits; Exemptions; Waivers

- (1) Except as otherwise provided by law, the fees, charges, and deposits related to the provision of electric service shall be set forth in the City's Master Fee Schedule.
- (2) Deposit amounts for Large Power Service customers shall be set by contract between the customer and the City.
- (3) Any agency of the federal government may be exempt from the requirement to post a service deposit on electric service upon written request to the City ~~Council~~.
- (4) ~~The Director of Public Works or their designee~~ City may grant waivers for the payment of bills after the due date. The granting of waivers shall be on a case-by-case basis at the sole discretion of the City and shall be based only on extenuating, unusual, and non-reoccurring circumstances. Any waiver granted shall be subject to per diem and collection fees.

Section 19. That the changes specified in the above sections shall be codified as part of the Crete Municipal Code as stated herein.

Section 20. That all ordinances, parts of ordinances, or code provisions in conflict herewith shall be repealed and that any partial repeal shall not affect the other parts of ordinances or codified sections that can be given effect without the repealed parts.

Section 21. That if any section, part, or provision of this ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any other section, part, or provision of this ordinance.

Section 22. That this ordinance shall be published in pamphlet or book form and shall take effect and be in full force and effect from and after its passage, approval, and publication, as provided by law.

PASSED AND ENACTED the 5th day of October 2021.

Mayor

ATTEST:

City Clerk