



# TOWN OF ASHLAND CITY

## Regularly Scheduled Workshop Meeting

### August 02, 2022 6:00 PM

### Agenda

**Mayor:** JT Smith

**Vice Mayor:** Gerald Greer

**Council Members:** Tim Adkins, Chris Kerrigan, Michael Smith, Kevin Thompson, Tony Young

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#### **CALL TO ORDER**

#### **ROLL CALL**

#### **APPROVAL OF AGENDA**

#### **APPROVAL OF MINUTES**

- [1.](#) July 05, 2022 Workshop Meeting Minutes

#### **UNFINISHED BUSINESS**

- [2.](#) Ordinance: Rezone Parcel 055C U 009 00
- [3.](#) Ordinance: Rezone Parcel 049O A 019 03
- [4.](#) Ordinance: Pole Signs
- [5.](#) Ordinance: Amending Title 3: Municipal Court
- [6.](#) Ordinance: Amend Title 9 Chapter 2- Peddlers

#### **NEW BUSINESS**

- [7.](#) Zoning Committee Discussion
- [8.](#) Planning Services Agreement
- [9.](#) Cumberland Connect Agreement

#### **SURPLUS PROPERTY NOMINATIONS**

- [10.](#) Transport Van
- [11.](#) Police Interceptor

#### **EXPENDITURE REQUESTS**

#### **OTHER**

#### **ADJOURNMENT**

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*Those with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, should contact the ADA Coordinator at 615-792-7553, M-F 8:00 AM – 4:00 PM. The town will make reasonable accommodations for those persons.*



**TOWN OF ASHLAND CITY**  
**Regularly Scheduled Workshop Meeting**  
**July 05, 2022 6:00 PM**  
**Minutes**

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**CALL TO ORDER**

Vice Mayor Greer called the meeting to order at 6:00 p.m.

**ROLL CALL**

PRESENT

Vice Mayor Gerald Greer  
Councilman Tim Adkins  
Councilman Chris Kerrigan  
Councilman Michael Smith  
Councilman Kevin Thompson  
Councilman Tony Young

ABSENT

Mayor JT Smith

**APPROVAL OF AGENDA**

A motion was made by Councilman Adkins, seconded by Councilman Thompson, to approve the agenda with changes and additions. All approve by voice vote.

**APPROVAL OF MINUTES**

1. June 07, 2022 Workshop Meeting Minutes

A motion was made by Councilman Thompson, seconded by Councilman Kerrigan, to approve the June 07, 2022 Workshop Meeting Minutes. All approved by voice vote.

**UNFINISHED BUSINESS**

2. Riverbluff Park Canoe Launch

Mr. Clark stated that this is just an update to let the council know that they are still working on this. He stated that they have to get approval from the Core of Engineers.

3. Ordinance: Amend Ordinance #575

Ms. Noe stated that this is for a 2nd and final reading. She stated that this would amend the previous ordinance due to discrepancies in the map and we will attach a list of roads from the State.

**NEW BUSINESS**

4. 2022 Riverbluff Triathlon

Mr. Joe Fleenor stated that he wanted to address the new rental agreement because it is a pretty significant change. He stated that this is his 6th year coordinating this triathlon and they have always gotten the right permits and paid the required fees, so this change makes it difficult to pay the fee. Mr. Fleenor asked the council to consider waiving the \$2600.00 fee for Riverbluff Park. He stated that they try to drive revenue to the community by bringing people here to stay in the hotel and wine and dine here. Councilman Adkins asked what date the race would be held. Mr. Fleenor stated August 28, 2022. Councilman Greer asked if the Hampton Inn was used in their advertisement. Mr. Fleenor stated that it was. Councilman Adkins asked when he needed a decision. Mr. Fleenor stated he needs it as soon as possible. Ms. Noe stated that the council just put this policy into place and that we cannot waive the fee for one and not everyone else. Councilman Smith asked if they would essentially just be using the park for parking. Mr. Fleenor stated yes. Councilman Greer asked if they could find donors to sponsor the event. Mr. Fleenor stated that it is a possibility, but it is very hard especially on such short notice. Ms. Noe stated that an amendment would be needed to make any changes and we can have something come before the board at next week's meeting.

5. Tornado Sirens Agreement  
Mr. Noe stated that this is an agreement to move forward with the tornado sirens.
6. Insight Counseling MOU  
Ms. Batts stated that this is an agreement to partner with Tech Goes Home for a grant. She stated at the end of the training the seniors will get a laptop.
7. ECS Southeast Agreement  
Mr. Noe stated that this is an agreement for the third-party testing at the new fire hall site. He stated that it is \$52,000.00 and was not in the original bid, but it will come out of the loan.
8. GNRC Contract Amendment 22-2  
Ms. Batts stated that this is an amendment to their contract for the additional \$1000.00 received.
9. Hold Harmless Agreement for Live Burn  
Mr. Noe stated that this is an agreement for a live burn they will be doing following the video interviews with common voices at the training grounds.
10. Urban Growth Plan  
Ms. Noe stated that this went to the Planning Commission, and they are recommending no changes to the urban growth boundary. She stated that this is just to get approval.
11. Changing the Election Date  
Ms. Noe stated that the Stated Legislature did not change the law like we had hoped, so we will need a charter amendment to change our election date. Ms. Pam Frejowsky stated that there needs to be an ordinance drawn up and sent to State Representative Mary Littleton. She stated that once she receives that she will move it forward. Councilman Adkins asked if this could be done before the August election. Ms. Frejowsky stated that was the goal, but we may have to have another December election.
12. Resolution: Safety Partners Grant  
Mr. Biggers stated that this is for permission to apply for the safety partner's grant.
13. Resolution: TCAD Grant  
Ms. Batts stated that this is asking permission to apply for the TCAD grant of \$8000.00.
14. Resolution: Updating the Wage and Salary Policy - Pay table  
Ms. Bowman stated that this is to change Fire Director to Fire Chief. She stated that we will not change the Human Resource Specialist title to HR/Mayor's Assistant even though the positions were combined because Ms. Sandy Cannon was both and her title was just Human Resources.
15. Resolution: Updating the Wage and Salary Policy - Overtime  
Ms. Black stated that the changes were in red and. Ms. Noe stated that she was going to contact MTAS and see what they suggest.
16. Ordinance: Rezone Parcel 049O A 019 03  
Ms. Martin stated that this is to rezone the parcel shown on the map. She stated that it will be rezoned from R-3 to C-2.
17. Ordinance: Rezone Parcel 055C U 009 00  
Ms. Martin stated that this is to rezone the parcel shown on the map. She stated that it will be rezoned from R-2 to R-4 PUD. Councilman Adkins asked what kind of houses are being built. Vice Mayor Greer stated that they are building the tall and skinnies. Councilman Smith stated that they could build four (4) houses there.
18. Ordinance: Pole Signs  
Ms. Martin stated that this is to amend our current ordinance and change the setback from ten (10) to (20) feet to just ten (10) feet and to change it to both pole and ground signs.
19. Ordinance: Amending Title 3: Municipal Court  
Ms. Noe stated that this has blanks in it because she is needing guidance from the council. She stated that they passed an ordinance dissolving general sessions jurisdiction and now we need to change if the judge will be elected or appointed and what qualifications would be required. Ms. Noe asked if the board wanted to have a residency restriction and what term they wanted. Councilman Thompson stated that he would like them to be a Tennessee resident of at least one (1) year. Councilman Greer stated he would like it to be at least two (2) years. Ms. Noe stated that she recommended that they be at least twenty-five (25) years of age. She asked how many years they wanted per term. Councilman Greer asked what was normal. Ms. Noe stated that elected judges are on eight (8) year terms. She stated she would recommend two (2) or

four (4) year terms. Councilman Young stated he would like four (4) years and the rest of the council agreed. Ms. Noe stated that the current salary is a fixed \$11,250.00 and during the budget we approved a salary of \$15,000.00. She asked if the board wants that in the ordinance and the council stated yes.

20. Ordinance: Amend Title 9 Chapter 2- Peddlers

Ms. Noe stated that this was done in the 50's and it is outdated. She stated that it is really obsolete at this point, and they are asking to delete it in its entirety. Councilman Young asked what would replace it. Ms. Noe stated nothing would replace it. Councilman Kerrigan stated that he would like them to have some kind of registration with the city.

**SURPLUS PROPERTY NOMINATIONS**

21. Police Radios and Radars

Mr. Matlock stated that these are old radar units they are wanting to surplus and some radios for the buyback program.

**EXPENDITURE REQUESTS**

None.

**OTHER**

22. Resolution: Updating the Wage and Salary Policy - Comp time

Ms. Black stated that this is updating what is in red. Ms. Noe asked for all of these to be combined under item #14. Councilman Thompson stated that 100 hours is too much. Ms. Black stated that employees would be required to use comp time before any other time. Ms. Noe stated that the way it is written is not clear and it needs to be separated into two (2) sections. Ms. Bowman stated that she is removing the line that requires comp time to be paid out at the end of the year. Mr. Thompson stated that this would allow an employee to take off for a whole month. Chief Ray stated that is a department head management thing.

Braxton Lee Property

Councilman Adkins asked about the Braxton Lee property and if we plan to do any kind of resolution. Councilman Kerrigan stated that they should do their research on the developer first.

**ADJOURNMENT**

A motion was made by Councilman Kerrigan, seconded by Councilman Smith, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:28 p.m.

\_\_\_\_\_  
MAYOR JT SMITH

\_\_\_\_\_  
CITY RECORDER ALICIA MARTIN, CMFO

**ORDINANCE NO.**

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 009.00 OF CHEATHAM COUNTY TAX MAP 055C, GROUP U, LOCATED ON HIGHWAY 12 SOUTH**

**WHEREAS**, the Town of Ashland City has recognized the need to reclassify certain parcels located within its corporate limits to a zoning district classification more appropriate to the existing land use and the surrounding area to promote and protect the health, safety, morals, convenience, order, prosperity, and other aspects of general welfare; and

**WHEREAS**, a request has been made to the Ashland City Municipal-Regional Planning Commission to rezone said subdivision; and

**WHEREAS**, the Ashland City Municipal-Regional Planning Commission has reviewed and recommended to the Town Council that the Official Zoning Map, be amended as hereinafter described; and

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE:**

*SECTION 1.* Pursuant to provisions of Sections 13-7-201 to 13-7-204, Tennessee Code Annotated, the property described herein is rezoned as follows:

The parcel included on Tax Map 055C, Group U, Parcel 009.00, located on Highway 12 South be rezoned from R-2 (Low-Density Residential) district to the R-4 PUD (High-Density Residential), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of July 2022. This area to be zoned R-4 PUD is marked with a red "X" and shown on the map below.

*SECTION 2.* This ordinance shall be effective 20 days after its final passage, the public welfare requiring it.

Recommended by Ashland City Municipal-Regional Planning Commission regularly called meeting on June 06, 2022.

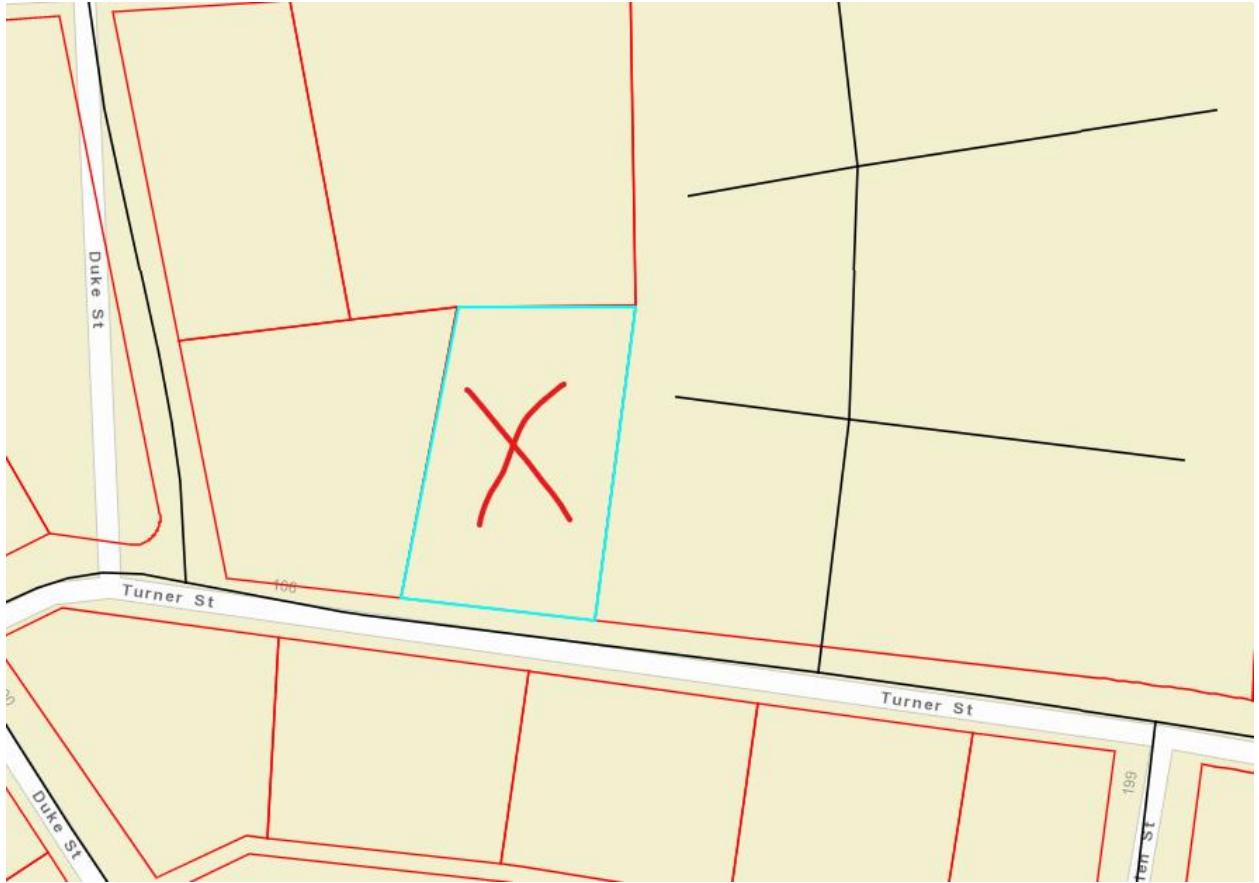
First Reading July 12, 2022

Second Reading August 09, 2022

ATTEST:

\_\_\_\_\_  
Mayor JT Smith

\_\_\_\_\_  
City Recorder Alicia Martin, CMFO



**ORDINANCE NO.**

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 019.03 OF CHEATHAM COUNTY TAX MAP 0490, GROUP A, LOCATED ON HIGHWAY 12 SOUTH**

**WHEREAS**, the Town of Ashland City has recognized the need to reclassify certain parcels located within its corporate limits to a zoning district classification more appropriate to the existing land use and the surrounding area to promote and protect the health, safety, morals, convenience, order, prosperity, and other aspects of general welfare; and

**WHEREAS**, a request has been made to the Ashland City Municipal-Regional Planning Commission to rezone said subdivision; and

**WHEREAS**, the Ashland City Municipal-Regional Planning Commission has reviewed and recommended to the Town Council that the Official Zoning Map, be amended as hereinafter described; and

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE:**

*SECTION 1.* Pursuant to provisions of Sections 13-7-201 to 13-7-204, Tennessee Code Annotated, the property described herein is rezoned as follows:

The parcel included on Tax Map 0490, Group A, Parcel 019.03, located on Highway 12 South be rezoned from R-3 (High-Density Residential) district to the C-2 (Highway Service), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of July 2022. This area to be zoned C-2 is marked with a red "X" and shown on the map below.

*SECTION 2.* This ordinance shall be effective 20 days after its final passage, the public welfare requiring it.

Recommended by Ashland City Municipal-Regional Planning Commission regularly called meeting on June 06, 2022.

First Reading July 12, 2022

Second Reading August 09, 2022

ATTEST:

\_\_\_\_\_  
Mayor JT Smith

\_\_\_\_\_  
City Recorder Alicia Martin CMFO





**ORDINANCE#**

**AN ORDINANCE OF THE TOWN OF ASHLAND CITY AMENDING ORDINANCE #501 SECTION 20-105.1(c)(3) AND SECTION 20-105.1 (d)(1): POLE OR GROUND SIGNS**

**WHEREAS**, the Town of Ashland City Planning Commission has reviewed and discussed the amendment and has voted to recommend its passage; and

**WHEREAS**, the Mayor and Council of Ashland City, Tennessee has given due consideration to amend the Zoning Ordinance of the Town of Ashland City

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE**, that Section 20-105.1(c)(3) and Section 20-105.1(d)(3) be amended as follows:

**20-105 Signs Permitted in Commercial, Industrial Districts, and Professional Office**

Within the commercial districts, commercial, professional office and office planned unit development districts and industrial districts, as delineated by the Ashland City Zoning Ordinance and Map, the following regulations shall apply. Accessory signs are permitted subject to the standards and provisions as set forth herein.

**105.1 COMMERCIAL, INDUSTRIAL, AND PROFESSIONAL OFFICE**

Within the Town of Ashland City, the following provisions shall apply.

- (a) Projecting signs are permitted subject to the following standards:
  - (1) A use may be permitted to have one (1) projecting sign attached to the front of the building.
  - (2) Such sign shall not exceed forty (40) square feet in display surface area.
  - (3) Such sign shall not project into the public right-of-way more than six (6) feet provided that in no case shall such sign be closer than two (2) feet from the curb or edge of pavement of the travel way.
  - (4) Such sign shall not exceed twenty (20) feet in height measured from the bottom of the sign provided that in no case shall such sign extend above the roof line of the building to which it is attached.
  - (5) Such sign shall clear the established grade by a minimum of ten (10) feet.
  - (6) Such sign shall be no closer than twenty (20) feet to any other projecting sign.

- (b) Wall signs are permitted subject to the following standards:
  - (1) The display surface area of such sign shall not exceed ten (10) percent of the square footage of the wall to which it is attached up to a maximum of two hundred (200) square feet.
  - (2) Such sign shall be located on the front wall of the building which is oriented to the street from which access is derived. For uses with two street frontages, wall signs may be located on a wall considered to be the front of the use shall be used for location of such signage.
  - (3) Such sign shall not extend above the roofline of the building to which it is attached or the parapet nor shall such sign project outward from the building more than six (6) inches. Any parapet constructed as a part of the building wall or added to an existing building shall match the architecture of the building, be of the same thickness and be on the same plane as the wall of which it is a part. Parapets or additions thereto shall not be braced back to the roof.
  - (4) Such sign placed in the horizontal space between windows of a two-story building shall not exceed in height more than two-thirds (2/3) of the distance between the top of the window below and the sill of the window above.
  - (5) Such sign shall not cover or interrupt major architectural features of the building. Architectural features or details shall not be removed to accommodate a sign.
  - (6) If a use utilizes both wall and projecting signs, the total display surface area shall not exceed eighty (80) square feet.
  - (7) Signs attached to the inside of windows and intended to be visible from the exterior of the building shall not be counted as a wall sign; provided, however, that such window signs shall not cover more than twenty-five (25) percent of any window.
  - (8) Any canopy sign shall be included in the calculations for total permitted sign area for wall signs and deducted from the total. A canopy sign may be internally illuminated or have back lighting.
- (c) Pole or ground signs are permitted subject to the following standards:
  - (1) A use shall be permitted to have one (1) ground or pole sign for each street frontage. In the event a street frontage is in excess of two hundred fifty (250) feet in length, one (1) additional such sign shall be permitted with a minimum separation of one hundred (100) feet between the signs. Pole signs subject to a minimum set back of twenty feet from the street right of way line.
  - (2) Such sign shall have a maximum display surface area of fifty (50) square feet.

(3) Between a distance of ten (10) feet and twenty (20) feet from the street right-of-way line, all signs shall be ground or pole signs. The maximum height of a ground sign shall be four (4) feet. Ground signs which are integrated into an attractive brick, stone, or wood architectural feature or an earth berm, all of which shall be permanently landscaped, may exceed four (4) feet in height to a maximum of seven (7) feet. Pole and ground signs are permitted subject to a minimum setback from the street right-of-way line of ~~twenty (20)~~ ten (10) feet. The maximum height of a pole sign shall be thirty (30) feet.

(4) The number of signs permitted on a sign structure shall be limited to one (1) sign except that an additional sign which is a changeable copy sign may be permitted with a maximum display surface area of twenty (20) square feet. An accessory sign and a changeable copy sign may be integrated into one (1) sign and shall be no larger than seventy (70) square feet for a pole sign and fifty (50) square feet for a ground sign.

(5) Any changeable copy sign may be electronically or mechanically controlled. Such sign shall not flash on and off, scroll across the copy area or change colors sporadically. The electronically controlled copy shall remain static for a minimum of six (6) seconds before changing.

(6) Such signs shall be set back from the right-of-way a minimum of ten (10) feet.

(d) The following provisions and standards shall apply to commercial complexes:

(1) A commercial complex may be permitted one (1) pole or ground sign for each street frontage identifying the name of the complex or business. In the event a street frontage is in excess of two hundred fifty (250) feet in length, one (1) additional such sign shall be permitted with a minimum separation of two hundred (200) feet between the signs. The maximum size of each such sign shall be a ratio of 1/2 to 1 of square footage of sign area to the length of the street frontage or the front facade of the building, whichever is greater, with a maximum display surface area of one hundred (100) square feet. In the event the above ratio results in a sign less than fifty (50) square feet in size, then a minimum size sign of fifty (50) square feet shall be permitted.

A sign setback of ten (10) feet from the street right-of-way line shall be observed. Between a distance of ten (10) feet and twenty (20) feet from the street right-of-way line, all signs shall be ground or pole signs. The maximum height of a ground sign shall be four (4) feet. Ground signs which are integrated into an attractive brick, stone, or wood architectural feature or an earth berm, all of which shall be permanently landscaped, may exceed four (4) feet in height to a maximum of seven (7) feet. Pole and ground signs are permitted subject to a minimum setback from the street

right-of-way line of ~~twenty (20)~~ ten (10) feet. The maximum height of a pole sign shall be thirty (30) feet.

(2) Additional signage may be permitted on the building(s) within the complex and shall be either wall signs, projecting signs or signage painted on glass windows or a combination thereof. Such signage shall be in scale with the size of the wall of the building upon which it is located and be architecturally compatible. The display surface area of such signage shall not exceed ten (10) percent of the square footage of such wall and may be apportioned for multiple occupants with each occupant being entitled to an equal share of the display surface area. Signs attached to the inside of windows and intended to be viewed from the exterior of the building shall cover no more than twenty-five (25) percent of such window.

Wall or projecting signs shall be subject to the requirements of Section 305. I (a) and 305. I (b) above.

(3) In lieu of a pole or ground sign identifying the name of the complex, such commercial complex may utilize a directory sign identifying individual occupancies subject to the same size requirements as in paragraph (1) above with each occupant being entitled to one (1) directory panel.

(4) A directory sign listing the names of individual businesses or occupancies may be permitted at the entrance to the parking lot or at the entrance of each building. The maximum display surface area shall not exceed ten (10) square feet and the maximum height shall be six (6) feet.

(5) A commercial complex may also be permitted entrance identification signage. Two (2) signs may be permitted, one (1) on either side of the entrance, and both shall be on private property in a joint user access easement or private platted sign easement. All such signs shall be integrally designed as a part of a permanently constructed and maintained brick, stone, or wood architectural feature or earth berm, all of which shall be permanently and attractively landscaped and privately maintained. No such sign shall exceed twenty-five (25) square feet in size or seven (7) feet in height.

(e) Signs may be internally or externally illuminated subject to the following standards:

- (1) Exposed bulbs are prohibited.
- (2) No sign shall change color or intensity.
- (3) The brightness and surface illumination shall not exceed:

Internal illumination - 150-foot lamberts

External Illumination - 50-foot candles

(4) In no event shall the light from any illuminated sign exceed one-half (h) foot-candle at the property line of any lot that is zoned residential.

(5) The light from any illuminated sign shall be shaded, shielded, or directed so that the light intensity or brightness shall not adversely affect the surrounding or facing premises nor adversely affect safe vision of operators of vehicles moving on public or private streets or parking areas. Light shall not shine or reflect on or into any residential structure and is subject to review by the building official.

(f) This section shall apply only to those uses engaged in the retail petroleum and petroleum products business. In addition to the requirements in Section 305.1, the following provisions shall apply:

(1) One (1) permanent price sign per street frontage. Such sign shall be affixed to or made a part of the permitted pole sign and shall not exceed twenty (20) square feet in size. Such sign shall be set back from the right-of-way a minimum of ten (10) feet.

(2) Two (2) non-illuminated self-service or full-service signs per pump island may be displayed. Such signs shall not exceed one hundred sixty (160) square inches per sign and shall be located at the ends of the pump island.

(3) Federal and State stamps, octane ratings, pump use directions, prices, and no smoking signs as required by Federal, State, and local authorities may be displayed. Such signs shall be located on the body of the pump.

(4) Petroleum product pumps or dispensers may display signs on the pumps not to exceed two (2) square feet and designed to be viewed by customers operating the pumps.

(g) This section shall be applicable only to movie houses or theaters. The following additional provisions shall apply:

(1) In lieu of a wall sign or in combination therewith, a marquee sign may be permitted. Such marquee may project over a private sidewalk or driveway but not over a public right-of-way. Such marquee structure shall be permanently attached to the principal building.

(2) Where the building contains more than one (1) theater, additional display surface area may be permitted up to a maximum of fifty (50) square

feet of sign area for each theater. This sign area shall be in addition to an identification sign for the theater(s).

Recommended by Ashland City Planning Commission at the regularly called meeting on June 06, 2022.

First Reading July 12, 2022

Second Reading August 09, 2022

ATTEST:

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Mayor JT Smith

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City Recorder Alicia Martin, CMFO

ORDINANCE # \_\_\_\_\_

An Ordinance modifying Title 3, Municipal Court for the Town of Ashland City, Tennessee.

WHEREAS, the City Council has been looking at the feasibility of continuing with General Sessions jurisdiction for Municipal Court;

WHEREAS, the Town of Ashland City has considered the possibility of having a popularly elected clerk if General Session jurisdiction continued;

WHEREAS, the Town of Ashland City has considered the limitation of licensed attorneys that live in the city limits of the Town of Ashland City that would be qualified to run for the position of Municipal Judge if the Town continues to maintain General Sessions jurisdiction.

WHEREAS, the Town of Ashland City has considered that with the change and relocation of a new city hall that there would be an issue of transporting inmates that would need to be addressed if the Town continues to maintain General Sessions jurisdiction.

WHEREAS, the Town of Ashland City had an independent audit of the court's financial records as well as a revenue and expenditure analysis done by the Municipal Technical Advisory Service whereas it was determined that the net income for the Town of Ashland City continues to decrease.

WHEREAS, after much deliberation and considering all relevant factors, the Council for the Town of Ashland City has determined that pursuant to its City Charter, Section 22 that it is in the best interest of the Town to abolish General Sessions concurrent jurisdiction with that of the County court for Cheatham County

NOW THEREFORE, BE IT ORDAINED, by the Council of the Town of Ashland City, Tennessee that Title 3, Chapter 1 shall be deleted in its entirety and replaced as follows:

CITY JUDGE

3-101. Judicial department. Pursuant to the Town's charter and TCA 16-18-101 et seq the Town herein is establishing a municipal court and judicial department. The municipal court and department shall be as follows:

- (1) Number of judges. The Mayor and City Council shall establish the number of persons who shall serve as City Judge which shall be one.
- (2) Qualifications and term. Anyone serving as city judge shall be a licensed attorney in the State of Tennessee and a resident of the State of Tennessee for \_\_\_two (2)\_\_\_ years. The Judge shall be \_\_\_twenty-five (25) years\_\_\_ of age or older.
- (3) Jurisdiction and powers. (a) The city judge may impose fines, costs, and forfeitures, and punish by fine for violation of city ordinances. (b) The judge may preserve and enforce order in the court and enforce the collection of all fines, costs and forfeitures imposed. Prior to the passage of this Ordinance, the Judge has had concurrent general sessions jurisdiction.

The Judge shall continue with concurrent General Sessions jurisdiction until all cases cited prior to October 1, 2022, have been adjudicated. Beginning October 1, 2022, all cases cited by the police department with the Town of Ashland City shall be cited to Cheatham County General Sessions Court.

- (4) Separation of powers. The city judge shall be the exclusive judge of the law and facts in every case before him/her and no official or employee of the city shall attempt to influence his/her decision except through pertinent facts presented in court.
- (5) Term/election procedure. Currently, the Judge is an elected position. At the end of the current term of election which will be in 2030, the Judge shall be appointed by the city council to serve at will for a term of \_\_\_four (4)\_\_\_ years. In the event there is a vacancy in the current elected position of Judge, the City Council shall appoint a replacement to fill the remainder of the term.
- (6) Compensation. The salary and any other benefits relating to the office of the City Judge shall be established by the board by ordinance prior to the commencement of the term of office and shall not be increased nor diminished during such term. The salary for the office of City Judge is hereby fixed at fifteen thousand dollars (\$15,000.00) per year. The salary shall be paid monthly from the general fund of the city. The City Judge is not considered an employee of the city and not eligible for benefits.

Date of effect. This ordinance shall take effect 20 days from and after its final passage, the public welfare requiring it.

1<sup>st</sup> reading \_\_\_\_\_

Public hearing \_\_\_\_\_

2<sup>nd</sup> reading \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Recorder



**ORDINANCE #**

**AN ORDINANCE BY THE TOWN OF ASHLAND CITY, TENNESSEE TO  
AMEND THE MUNICIPAL CODE DELETING TITLE 9, CHAPTER 2:  
PEDDLERS IN ITS ENTIRETY AND AMENDED**

**WHEREAS**, the Mayor and City Council have determined that the chapter has become outdated; and

**WHEREAS**, it is the Town of Ashland City Mayor and City Council's specific intention to delete this chapter in its entirety and amended.

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE**, that Title 9, Chapter 2: Peddlers be deleted in its entirety and amended as follows:

**CHAPTER 2**

**PEDDLERS, SOLICITORS, ETC.**

- 9-201. Definitions
- 9-202. Exemptions.
- 9-203. Permit required
- 9-204. Permit procedures
- 9-205. Restrictions on peddlers, street barkers, and solicitors
- 9-206. Restrictions on transient vendors
- 9-207. Display of permit
- 9-208. Suspension or revocation of permit
- 9-209. Expiration and renewal of permit
- 9-210. Violation and penalty

9-201. Definitions. Unless otherwise expressly stated, whenever used in this chapter, the following words shall have the meaning given to them in this section:

(1) "Peddler" means any person, firm, or corporation, either a resident or a nonresident of the town, who has no permanent regular place of business and who goes from dwelling to dwelling, business to business, place to place, or from street to street, carrying or transporting goods, wares or merchandise and offering or exposing the same for sale.

(2) "Solicitor" means any person, firm or corporation who goes from dwelling to dwelling, business to business, place to place, or from street to street, taking or attempting to take orders for any goods, wares or merchandise, or personal property of any nature for future delivery or delivery of product at the time.

(3) "Solicitor for charitable or religious purposes" means any person, firm, corporation, or organization who or which solicits contributions from the public on the streets of the town for any charitable or religious organization. No organization shall qualify as a "charitable" or "religious" organization unless the organization meets one of the following conditions: (1) Has a current exemption certificate from the Internal Revenue Service issued under section 501(c)(3) of the Internal Revenue

Service Code of 1954, as amended. (2) Is a member of United Way, Community Chest, or similar "umbrella" organizations for charitable or religious organizations. (3) Has been in continued existence as a charitable or religious organization for a period of two (2) years prior to the date of its application for registration under this chapter. (4) Is associated with a school located in Cheatham County. (5) Is a recognized non-profit community group, including, but not limited to athletic leagues, community service organizations/clubs and volunteer fire departments.

(4) "Solicitor for subscriptions" means any person who solicits subscriptions from the public, either on the streets of the town, or from door to door, business to business, place to place, or from street to street, and who offers for sale subscriptions to magazines or other materials protected by provisions of the Constitution of the United States.

(5) "Transient vendor" means any person who brings into temporary premises and exhibits stocks of merchandise to the public for the purpose of selling or offering to sell the merchandise to the public. Transient vendor does not include any person selling goods by sample, brochure, or sales catalog for future delivery; or to sales resulting from the prior invitation to the seller by the owner or occupant of a residence. For purposes of this definition, "merchandise" means any consumer item that is or is represented to be new or not previously owned by a consumer, and "temporary premises" means any public or quasi-public place including a hotel, rooming house, storeroom, building or part of a building, tent, vacant lot, railroad car, or motor vehicle which is temporarily occupied for the purpose of exhibiting stocks or merchandise to the public. Premises are not temporary if the same person has conducted business at those premises for more than eleven (11) consecutive months or has occupied the premises as his or her permanent residence for more than eleven (11) consecutive months. For the purpose of this definition "yard sale or garage sale" means a sale of used pre-owned household goods on private property for no more than four (4) consecutive days consisting of Thursday, Friday, Saturday, and Sunday, and no more than ten (10) days in a calendar year. "Yard sale or garage sale" is not considered to be a transient vendor.

(6) "Street barker" means any peddler who does business during recognized festival or parade days in the town and who limits his business to selling or offering to sell novelty items and similar goods in the area of the festival or parade.

9-202. Exemptions. The terms of this chapter shall neither apply to persons selling at wholesale to dealers, nor to newsboys, nor to bona fide merchants who merely delivery goods in the regular course of business.

9-203. Permit required. No person, firm or corporation shall operate a business as a peddler, transient vendor, solicitor, or street barker, and no solicitor for charitable or religious purposes on the streets of the town or solicitor for subscriptions shall solicit within the town unless the same has obtained a permit from the town in accordance with the provisions of this chapter.

9-204. Permit procedures. (1) Application form. A sworn application containing the following information shall be completed and filed with the city recorder by each applicant for a permit as a peddler, transient vendor, solicitor, or street barker and by each applicant for a permit as a solicitor for charitable or religious purposes or as a solicitor for subscriptions:

(1) The complete name and permanent address of the business or organization the applicant represents.

(2) A brief description of the type of business and the goods to be sold.

(3) Location of operation, if applicable.

(4) The dates for which the applicant intends to do business or make solicitations.

(5) The names and permanent addresses of each person who will make sales or solicitations within the town.

(6) The make, model, complete description, and license tag number and state of issue, of each vehicle to be used to make sales or solicitations, whether or not such vehicle is owned individually by the person making sales or solicitations, by the business or organization itself, or rented or borrowed from another business or person.

(7) Tennessee State sales tax number, if applicable.

(8) A copy of the applicant's driver's license.

(2) Permit fee. Each applicant for a permit as a peddler, transient vendor, solicitor, street barker, or solicitor for subscriptions shall submit with his application a non-refundable fee of twenty-five dollars (\$25.00). Each applicant for a permit as a solicitor for charitable or religious purposes shall submit with his application a non-refundable fee of ten dollars (\$10.00).

(3) Permit issued. Upon the completion of the application form and the payment of the permit fee, the recorder shall issue a permit on a form approved by the mayor to the applicant.

(4) Submission of application form to chief of police. Immediately after the applicant obtains a permit from the city recorder, the city recorder shall submit to the chief of police a copy of the application form and the permit.

9-205. Restrictions on peddlers, street barkers and solicitors. No peddler, street barker, solicitor, solicitor for charitable purposes, or solicitor for subscriptions shall:

(1) Be permitted to set up and operate a booth or stand on any street or sidewalk within the town.

(2) Stand or sit in or near the entrance to any dwelling or place of business, or in any other place which may disrupt or impede pedestrian or vehicular traffic.

(3) Offer to sell goods or services or solicit in vehicular traffic lanes, or operate a "roadblock" of any kind, except for solicitors for charitable or religious purposes as provided for herein.

(4) Call attention to his business or merchandise or to his solicitation efforts by crying out, by blowing a horn, by ringing a bell, or creating other noise, except that the street barker shall be allowed to cry out to call attention to his business or merchandise during recognized parade or festival days of the town.

(5) Enter in or upon any premises or attempt to enter in or upon any premises wherein a sign or placard bearing the notice "Peddlers or Solicitors Prohibited," or similar language carrying the same meaning, is located.

9-206. Restrictions on transient vendors.

(1) A transient vendor shall not advertise, represent, or hold forth the sale of merchandise as defined in § 9-101(5), as an insurance, bankrupt, insolvent, assignee, trustee, estate, executor, administrator, receiver's manufacturer's wholesale, canceled order, or misfit sale, or closing-out sale, or a sale of any goods damaged by smoke, fire, water or otherwise, unless such advertisement, representation or holding forth is actually of the character it is advertised, represented or held forth.

(2) Renewal of permits for transient vendors shall not exceed eleven (11) within a calendar year permit for a period of three (3) years.

9-207. Display of permit. Every applicant shall maintain either an original or copy of the permit on their possession.

9-208. Suspension or revocation of permit.

(1) Suspension by the recorder. The permit issued to any person or organization under this chapter may be suspended by the city recorder for any of the following causes: (1) Any false statement, material omission, or untrue or misleading information which is contained in or left out of the application; or (2) Any violation of this chapter.

(2) Revocation by the Mayor and city council. The permit issued to any person or organization under this chapter may be revoked by the board of mayor and aldermen, after notice and hearing, for the same causes set out in subsection (1) above. Notice of the hearing for revocation of a permit shall be

given by the city recorder in writing, setting forth specifically the grounds of complaint and the time and place of the hearing. Such notice shall be mailed to the permit holder at his last known address at least five (5) days prior to the date set for hearing, or it shall be delivered by a police officer in the same manner as a summons at least three (3) days prior to the date set for hearing.

9-209. Expiration and renewal of permit. The permit of peddlers, solicitors, transient vendors, and solicitors for subscriptions shall not exceed thirty (30) days. The permit of street barkers shall be for a period corresponding to the dates of the recognized parade or festival days of the chapter. The permit of solicitors for religious or charitable purposes shall expire on the date provided in the street solicitation permit. Renewal of permits for transient vendors shall not exceed six (6) within a calendar year and permits for street solicitation shall not be issued more than once every six (6) months to each club, charity, religious organization, etc.

9-210. Violation and penalty. In addition to any other action the town may take against a permit holder in violation of this chapter, such violation shall be punishable by a penalty of up to fifty dollars (\$50.00) for each offense. Each day a violation occurs shall constitute a separate offense.

**BE IT FURTHER ORDAINED**, this Ordinance shall be effective twenty (20) days after the final passage, to the public welfare requiring it.

1st reading \_\_\_\_\_  
Public hearing \_\_\_\_\_  
2nd reading \_\_\_\_\_

\_\_\_\_\_  
Mayor JT Smith

\_\_\_\_\_  
City Recorder Alicia Martin, CMFO

## PLANNING SERVICE CONTRACT

This agreement is hereby entered into between the Town of Ashland City hereinafter referred to as "Town" and Rick Gregory hereinafter referred to as "Planner". Whereas the parties are in agreement for the Planner to provide services to the Town and act as the Town's Planner for purposes of all building, zoning, and planning.

NOW THEREFORE, in consideration of the mutual premises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

A. **SCOPE OF SERVICES.** The Planner shall provide the following services:

1. Attends meetings and provides direct planning assistance and advisory services to local planning commission and boards of zoning appeals and local legislative commissions and committees upon request
2. Review of all site plans, plats, and rezoning request and prepared written recommendations
3. Technical assistance through phone calls, emails, or other correspondence
4. Provide or arrange for four (4) hours of planning commission and boards of zoning appeals training to comply with statutory requirement.
5. Assistance with periodic update of all land use control regulation documents and maps upon receipt of locally adopted resolutions and/or ordinances
6. Connecting with grant opportunities, both one-time and recurring, and assistance provided by Planner
7. Review of projects supported by TDOT, the MPO, and the RPO for feedback, input, and impact on local decision-making (attendance to scheduled meetings with transportation organizations)
8. Provide updates to the Town on recent or anticipated changes to statute, recent court cases that may impact local decision-making
9. Monitoring the Public Infrastructure Needs Inventory (PINI) maintained by TACIR for projects initiated by the Town.
10. Annual planning work programs identifying anticipated scope work.

B. The Town will be responsible for the following responsibilities:

1. Provide Planner with sufficient notice of meetings and obligations
2. Provide Planner access to all planning related documents including but not limited to adopted plans, ordinances, and maps

C. **TERM OF CONTRACT:**

This contract shall become effective on or about September 1, 2022 and shall be effective for 12 months terminating on August 31, 2023. The parties may continue this agreement upon the payment by the Town of the prorated monthly amount and the acceptance of the

Planner of said fees.

**D. PAYMENT TERMS AND CONDITIONS:**

This contract shall be in an amount of Nine Thousand Two Hundred One Dollars (\$9201.00) on an annual basis. This shall be prorated and paid by the Town on a monthly basis. This is the entire compensation for the Planner for the services as set out in Section A above. Planner will not be compensated or reimbursed for travel, meals, or lodging by the Town. Any services that are above and beyond the items as listed in Section A above shall be performed at an agreed upon price between the parties which shall be memorialized in writing.

**E. TERMINATION OF AGREEMENT**

This agreement may be terminated by either party for convenience without being a breach to this contract. Both sides shall give thirty days' notice for a termination for convenience. Upon termination by either party, the Town shall only be responsible for fees of the Planner to be prorated of the current yearly rate.

Either side may terminate this contract for cause immediately upon giving the other party the opportunity to cure any issues within five (5) days. For cause shall include but not be limited to either party not fulfilling their obligations as set out in the Scope of Work.

**F. ASSIGNMENT:**

This agreement may not be assigned or subcontracted by the Planner without the express written permission of the Town.

**G. RECORDS:**

Planner will maintain for documentation a copy of all materials either produced as part of this contract or obtained by the Planner. The Town shall have the right to have a copy of any and all documents obtained by Planner in the performance of his duties under this contract.

**H. INDEPENDENT CONTRACTOR:**

Planner is an independent contractor and is not under any circumstances an employee of the Town. As an independent contractor, the Town will not provide any benefits, leave, insurance, or any other benefits. The Planner is solely liable for his own worker's compensation insurance and liability insurance. Planner is also solely liable for his own income tax, social security, and any other expenses. Planner shall also provide adequate liability insurance to cover any errors or omissions.

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
Rick Gregory Date



**SERVICES AGREEMENT FOR CUMBERLAND  
CONNECT COMMERCIAL SERVICES**

This Services Agreement for Cumberland Connect Commercial Services ("Services Agreement") is entered into on \_\_\_\_\_ (the "Effective Date") by and between Cumberland Connect, a subsidiary of Cumberland Electric Membership Corporation with principal place of business at 1940 Madison St. Clarksville, TN 37043 ("Cumberland Connect"), and Town of Ashland City

\_\_\_\_\_, with offices at \_\_\_\_\_  
233 TN waltz Parkway Suite 103 Ashland City, TN 37015 ("Customer"), individually a "Party" and jointly the "Parties", each intending to be legally bound as follows:

**1. SERVICES**

- 1.1. **Overview.** This Services Agreement, including any schedules hereto and any terms incorporated by reference along with any separate Services Agreement, if applicable, govern the use and provision of any and all commercial broadband Internet access, phone, video and related services and Equipment (collectively referred to as the "Services") provided by Cumberland Connect LLC ("us," "we," or "Cumberland Connect") as requested by the person or entity purchasing the Services ("you" or the "Customer.")
- 1.2. **Scope of Services.** Cumberland Connect shall provide the communications service(s) (each, a "Service", or in any combination, the "Services") described in each sales order appended hereto (each, a "Sales Order"). All such Services and Sales Orders shall be subject to the conditions of this Services Agreement, and of the general Terms and Conditions for Cumberland Connect Fiber Services ("Terms and Conditions") and of network availability. Customer acknowledges that in-service dates in a Sales Order are estimated dates for the delivery of the Services. By signing below, Customer accepts and agrees to the conditions of this Services Agreement, and the Terms and Conditions are incorporated by reference herein. These Terms and Conditions may be updated or changed from time to time. The most up to date version applicable to the Customer may be viewed at <http://www.cumberlandconnect.org> . If Cumberland Connect makes a change to these Terms and Conditions that has a material impact on the Services, we will post notice on our website and provide notice to your email address or address for your account in our records.
- 1.3. **Additional Services.** Customer may order additional service(s) from Cumberland Connect, ("Additional Services"), during the Term, as defined below, pursuant to a Sales Order or other services agreement ("Services Agreement") and any tariffs, if and as applicable to such Additional Services.
- 1.4. **Incorporation of Additional Sales Orders.** Additional Services and additional Sales Orders and Services Agreements shall be incorporated under and made part of this Agreement. The words "Service(s)" as used throughout this Agreement shall include such "Additional Service(s)", as applicable.
- 1.5. **Access to Customer's Property.** Customer shall allow Cumberland Connect and its

agents the right to enter Customer's real property and premises at reasonable times, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Services and Equipment. If you do not own the premises, you shall contact your landlord or building manager about the installation, configuring, maintaining, inspecting, upgrading replace and removing the Services and Equipment. You warrant that you are either the owner of the premises or that you have the authority to give us access to the premises. If you are not the owner of the premises, you are responsible for obtaining any necessary approval from the owner to allow us and our agents into the premises to perform the activities specified above. In addition, you agree to supply us or our agent, if requested, the owner's name, address, and phone number and/or evidence that the owner has provided such authorization.

- 1.5.1. Customer, shall grant to Cumberland Connect its successors and assigns, an easement to install, operate, maintain, repair, modify, upgrade, monitor and remove the system Equipment at each Customer-owned property and Customer-occupied premises, at no charge to Cumberland Connect, and shall obtain construction permits, landlord and municipal consents and approvals if required.
  - 1.5.2. Customer shall provide reasonable assistance to Cumberland Connect, for the benefit of itself, its successor and assigns, in securing from the owner of the property an easement to install, operate, maintain, repair, monitor and remove the system Equipment, at each leased property. Customer shall reimburse Cumberland Connect for the access or right-of-way fees imposed by the owner of the property in connection with the easement, if any.
  - 1.5.3. Cumberland Connect shall not be in the breach of this Agreement in the event that activation of Services is delayed due to the failure of the property owner to grant access to the property on a timely basis.
  - 1.5.4. In the event that activation of Services is delayed due to the failure of property owner to grant access to the property, but the system Equipment has otherwise been installed and provisioned up to the property line, Services shall be deemed to have commenced upon said provisioning to the property line.
  - 1.5.5. On and after the in-service date, Customer, on reasonable advance notice (except where emergency interruptions dictate otherwise) on a seven (7) day a week, twenty-four (24) hour a day basis, shall grant and permit Cumberland Connect entry into the Customer premises to access the system Equipment (as defined below) and associated network as Cumberland Connect may reasonably require to operate, maintain, repair, upgrade, modify, monitor and remove the network, system, and/or any associated Equipment and facilities.
  - 1.5.6. *Utilities.* Customer shall provide at no charge, as specified from time to time by Cumberland Connect, all Equipment space and power required to operate the system Equipment on or at the Customer premises, and heating and air conditioning as specified by Cumberland Connect to maintain the proper operating environment for the system Equipment on or at each Customer premises.
- 1.6. **Easement on Customer's Property.** In consideration of receiving Services from Cumberland Connect, Customer hereby grants or will grant to Cumberland Connect or Cumberland Electric Membership Corporation (CEMC) any easements required by Cumberland Connect or CEMC on, under, over or through Customer's real estate for purposes of installing, operating, maintaining, repairing, modifying, upgrading, monitoring, removing or extending fiber optic cable so to provide Services to Customer and others, Services upgrades, and periodic clearing of rights of way. When economically feasible, all extensions shall follow any existing utility easements.

## 2. RATES, CHARGES AND PAYMENTS



- 2.1. **Charge for Services.** In consideration of the Services provided by Cumberland Connect pursuant to this Agreement, Customer shall pay Cumberland Connect all monthly recurring charges ("MRCs") and non-recurring charges ("NRCs") set forth in an executed Sales Order. These charges are subject to any applicable federal, state, or local sales taxes, excise taxes, gross receipts taxes, municipal utility taxes, franchise fee reimbursements associated with the specific Services, and other federal, state and local assessments and reimbursements, and federal surcharge recovery fees which shall be paid by the Customer. If Customer is exempt from the payment of any tax it shall provide Cumberland Connect with a valid certificate to that effect from the appropriate taxing authority.
- 2.2. **Method of Payment.** Method of Payment. NRCs, including but not limited to, charges for construction and installation are due upon Cumberland Connect's acceptance of a Sales Order. MRCs shall be billed monthly and are due upon Customer's receipt of an invoice for such amounts. All amounts due hereunder which are not paid by Customer within twenty (20) days from the date of the invoice shall become delinquent. Services may be disconnected after five (5) days written notice that service may be disconnected unless the delinquent invoice is paid. If service is disconnected for non-payment, Cumberland Connect may require payment of any outstanding balance along with all reconnect fees prior to reconnection. Customer shall further be liable to Cumberland Connect for all costs associated with collection of any amount owed by Customer under this Agreement, including, but not limited to reasonable attorneys' fees.
- 2.3. **Deposit.** Cumberland Connect, at its sole discretion, may require Customer to deposit a sum indicated on a Sales Order form. Such deposit shall be held by Cumberland Connect as a guarantee for the payment of charges hereunder and the return of system Equipment (as defined below). Cumberland Connect may apply any or all of this deposit to any amounts owed by Customer that are not paid when due and Customer shall replace any amounts of the deposit so applied by Cumberland Connect to overdue balances. Customer shall be billed for the difference by which overdue balances and Equipment repair/replacement charges exceed the deposit, which amount shall be due immediately upon demand. Cumberland Connect may commingle the deposit with any of its other funds and Customer shall not be entitled to any interest on this deposit.
- 2.4. **Credit Allowances.**
- 2.4.1. **Allowances.** Cumberland Connect will provide a credit on a service-by-service basis as set forth below when any one or combination of Services is interrupted, except as specified below. An interruption occurs when Customer can no longer pass traffic on or over the Cumberland Connect Network. The interruption shall be deemed to have begun when the Customer reports an interruption in Service and a trouble ticket is open by Cumberland Connect and the interruption will be deemed to have ended when the affected Service(s) is restored and the trouble ticket is closed out by Cumberland Connect.
- 2.4.2. **Interruptions Over 24 Hours.** Cumberland Connect will provide a credit for any period of interruption lasting more than twenty-four (24) consecutive hours. Credit for interruptions over twenty-four (24) consecutive hours will be one-thirtieth (1/30th) of the MRCs for the interrupted services and facilities for each full twenty-four (24) consecutive hour period during which the interruption continues after notice by the Customer to Cumberland Connect. No more than one (1) full day's credit will be applied for any interruption period of twenty-four (24) consecutive hours.
- 2.4.3. **Limitations on Allowances.** Credits shall not be provided for interruptions (a) due to the negligence or willful act or omission with respect to the system Equipment of or noncompliance with the provisions of this Agreement by any person

or entity other than Cumberland Connect, including, but not limited to, the Customer; (b) due to failure of power, Equipment, systems, connections or services not provided by Cumberland Connect, including, but not limited to electric supply, heating, air conditioning at Customer's Premise(s) or the Customer Equipment or systems; (c) due to circumstances or causes beyond the reasonable control of Cumberland Connect (Force Majeure as defined below); (d) during any period in which Cumberland Connect is not permitted full access to any of Customer's property, premises, facilities and Equipment for the purposes of investigating and correcting interruptions; or (e) Service interruptions and outages caused as a result of a defect in the software, as released by the manufacturer.

## 2.5. **Equipment.**

- 2.5.1. **System Equipment.** Cumberland Connect shall procure, install, operate, maintain, repair and control the network Equipment and facilities from its network node to the Cumberland Connect side of the Cumberland Connect/Customer demarcation points described in each Sales Order (the "system Equipment"). Upon the termination of Services under a Sales Order or the termination of this Agreement, Cumberland Connect shall have the right, but not the obligation, to remove all system Equipment from the Customer premises.
- 2.5.2. **Customer Equipment.** Customer shall provide, install, operate, maintain, repair and control the Equipment and facilities on the Customer side of the demarcation points described in each Sales Order (the "Customer Equipment"). Customer acknowledges that the prior installation of Customer Equipment may be necessary for the delivery of the Services.
- 2.5.3. **Compatibility Requirements.** All Customer Equipment shall comply with the compatibility criteria and specifications indicated by Cumberland Connect.
- 2.5.4. **Prohibition Against Modification.** Customer shall not modify, remove, connect to, disconnect from, rearrange or repair the system Equipment or authorize or permit others to do so. Customer shall be responsible for any damage to or loss of the system Equipment arising out of any negligent or willful act or omission with respect to or misuse of any system Equipment by Customer, its employees or agents.
- 2.5.5. **System Equipment Ownership.** Customer agrees that all right, title and interest in all system Equipment provided by Cumberland Connect shall at all times remain exclusively with Cumberland Connect. In addition, Cumberland Connect facilities, Equipment, fiber optic or other cable associated with electronics and other Equipment used to provide the Services is and shall remain the property of Cumberland Connect regardless of whether installed within, upon, overhead, above, or underground at or near the service location. It shall not be considered a fixture nor an addition to the land or the service location located thereon.
- 2.5.6. **Protection from Hazard.** Customer shall be responsible for protecting all Customer Equipment from loss or damage, including, but not limited to, power surges, lightning, fire, sprinkler leakage, theft, flood, failure or inadequacy of heating and air conditioning, as well as for protecting all Customer Equipment and backing up all customer software, computer files and server files used in conjunction with the Service. In the event that Cumberland Connect, in responding to a service call, determines that the cause of such service call is a failure, malfunction or inadequacy of Customer Equipment, Customer shall compensate Cumberland Connect for such service calls at Cumberland Connect's prevailing rates.

## 3. **TERM and TERMINATION**

- 3.1. **Term of Agreement.** Subject to the terms of the Sales Order attached hereto, the term

of this Agreement shall be for two (2) years commencing on the date first written above and shall be automatically renewed from year to year under the same terms and conditions as stated herein and as may be modified by mutual agreement of the parties from time to time, unless either party gives the other party written notice of termination at least thirty (30) days prior to the end of the term or renewal term.

**3.2. *Term of Sales Order.***

3.2.1. Each Sales Order shall be effective on the date of final execution set forth therein. Unless terminated earlier as provided in this Agreement, the Services under a Sales Order commence on the in-service date and shall continue thereafter for the term set forth in the Sales Order (the "SO Term").

3.2.2. In the event that Cumberland Connect continues to provide Services after the expiration of an SO Term or the expiration of this Agreement, the relevant Services shall be provided on a month-to-month basis at Cumberland Connect's then-current rates, as determined by Cumberland Connect, and in accordance with all other terms and conditions of this Agreement and applicable Sales Order.

3.2.3. Notwithstanding the subparagraph above, upon the expiration of this Agreement, this Agreement shall be automatically extended to coincide with any SO Term in effect at the time that this Agreement expires, provided, however, the parties shall not execute any additional Sales Orders upon expiration of this Agreement until the parties have executed a definitive master agreement similar in form and substance to this Agreement.

**3.3. *Suspension by Cumberland Connect.*** Cumberland Connect may discontinue or suspend any Services under this Agreement upon fifteen (15) days prior written notice to Customer in the event that Customer commits a material breach of this Agreement, including, but not limited to: (a) failure to pay any amount required for such Service under this Agreement when due, (b) engaging in any unauthorized use of Services, or (c) violation of any terms or conditions governing the use of Services.

**3.4. *Termination by Cumberland Connect.*** Cumberland Connect may terminate the Services under this Agreement or under any Service Order without liability to Customer, at any time: (a) upon five (5) days prior written notice to the Customer in the event that (i) Cumberland Connect has suspended such Services due to the material breach of the Customer (pursuant to the subsection above) and (ii) such material breach has not been cured by the Customer within fifteen (15) days following the date of suspension; (b) upon five (5) days prior written notice (or such shorter period as may be required by law or regulation) in the event that Customer is using the Services to violate any law or regulation or Customer fails to provide Customer Equipment compatible for Cumberland Connect to deliver the Services; (c) upon thirty (30) days prior written notice to Customer of discontinuation of the offered service; or (d) upon ninety (90) days prior written notice to Customer (or upon such lesser notice as may reasonably be available to Cumberland Connect) in the event that Cumberland Connect or its parent, affiliates or subsidiary does not retain the necessary authority, license, permit or permission necessary to provide and deliver the Services to Customer.

**3.5. *Liability for Early Termination.*** In the event that Cumberland Connect terminates Service pursuant to this Services Agreement, Customer shall be subject to the payment of the early cancellation/termination charges set forth below.

**3.6. *Cancellation/Termination by Customer.*** Customer may cancel or terminate Services for cause or without cause on fifteen (15) days prior written notice to Cumberland Connect. (The term "for cause" as used herein shall mean the breach by Cumberland Connect of a material term of this Agreement; provided, however, that Cumberland Connect shall not be deemed in breach of this Agreement unless and until Customer has given written notice of such breach and Cumberland Connect shall have failed to cure the

breach within thirty (30) days after receipt of Customer's notice.) In the event that Customer cancels or terminates Service for cause, Customer shall not incur early cancellation/termination charges. In the event that Customer terminates Service without cause (any reason other than for cause as defined herein), Customer shall be subject to the payment of the early cancellation/termination charges set forth below.

- 3.7. **Early Cancellation/Termination Charges.** The rates and discounts set forth in each Sales Order are based on the Customer's agreement to purchase Service for an entire SO Term. If Cumberland Connect terminates Service pursuant to this Services Agreement, or if Customer cancels or terminates Service without cause, the following early cancellation/termination charge applies and Customer will be invoiced and agrees to pay Cumberland Connect a charge equal to one hundred percent (100%) of the MRCs for all remaining months of the SO Term beyond the effective termination date unless otherwise agreed in the Sales Order, such amounts to constitute liquidated damages and not a penalty.
- 3.8. **Unpaid Amounts.** Nothing in this Agreement relieves the Customer from liability for payment of any unpaid NRCs, as well as, applicable MRCs for Service rendered by Cumberland Connect prior to the suspension or termination of that Service, as the case may be. Further, the Customer shall continue to be liable for payment of Services that have been suspended by Cumberland Connect but not terminated in accordance with this Agreement.
- 3.9. **Other Remedies.** Cumberland Connect remedies under this Agreement as described herein are cumulative and not exclusive. In addition to the remedies set forth above, Cumberland Connect, in the event of Customer default under this Agreement, shall have the right to take appropriate action to collect amounts due, the costs of collection (including reasonable attorneys' fees) and to pursue any other remedies that are available at law or in equity.
- 3.10. **Insolvency, Bankruptcy, Receivership.** If Customer: (1) makes an assignment of property for the benefit of creditors, (2) files a voluntary petition under any bankruptcy or insolvency law, (3) is subject to a third party filing in an involuntary petition alleging an act of bankruptcy (and in the event of an involuntary petition, such petition is not dismissed within thirty (30) days of filing), or (4) has a permanent receiver of or for Customer's property or assets appointed, then Cumberland Connect at any time after receipt of notice of the occurrence of any such event, may give notice of termination, and upon the expiration of thirty (30) days from the delivery of said notice to Customer, terminate the Service and this Agreement. If Cumberland Connect terminates this Agreement due to the Customer's insolvency, the Customer shall be subject to Early Cancellation/Termination Charges and Other Remedies identified above in this Services Agreement.

#### 4. **AUTHORIZED AND UNAUTHORIZED USES**

- 4.1. **Copyright; Trademark.** The Services and Equipment and any firmware or software used to provide the Services, or provided to you in conjunction with providing the Services, or embedded in the Equipment, and all Services, information, documents and materials on our websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our websites, corporate names, Services marks, trademarks, trade names, logos and domain names (collectively "marks") are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any of our marks.
- 4.2. **Authorized Uses of Services.** The Services are available solely for Customer's own use in transmitting and receiving communications. To the extent that Cumberland Connect

provides access to the Internet in connection with its Services, Customer agrees to read and be bound by Cumberland Connect's Terms of Service and Acceptable Use Policy as posted on Cumberland Connect's website, as may be amended from time to time, at Cumberland Connect's sole discretion, with or without notice to Customer.

- 4.3. **Unauthorized Uses of Services.** Customer shall not utilize, nor shall it knowingly permit any third party to utilize the Services for (a) any unlawful use, including, but not limited to, the transmission of any material in the violation of any federal, state or local law or regulation; (b) so as to interfere with or impair Service over any of the facilities and associated Equipment comprising the Cumberland Connect network and system Equipment; (c) the transmission of any defamatory content; or (d) so as to impair the privacy of any communication over the fiber optic facilities and associated Equipment of Cumberland Connect. Furthermore, Customer is prohibited from selling or reselling the Services, in whole or in part, either directly or indirectly, on an integrated or unintegrated basis, to any third party.
- 4.4. **Cumberland Connect's Use of Equipment.** Customer agrees and understands Cumberland Connect may utilize the Equipment provided by Cumberland Connect to the Customer to extend coverage of the fiber optic network for Cumberland Connect's or other Customers' use. Such use will utilize an account and network independent of the Customer's Services and will not impede or restrict Customer's Services.
- 4.5. **SIP Trunking.** While the Service includes "Unlimited" SIP Trunking Service, the following restrictions and limitations also apply:
- 4.5.1. **Standard Business Use:** The SIP Trunking Service is provided for Standard Business Use. Provider reserves the right to ensure that Customer's (and Customer's customer(s) or Subscriber(s)) use of the SIP Trunking Service is consistent with Standard Business Use and otherwise complies with these Terms and Conditions or applicable Services Agreement. If Provider determines that Customer (or Customer's customer(s) or Subscriber(s)) is not using the SIP Trunking Service for Standard Business Use, Provider may, in addition to all other rights and remedies pursuant to these Terms and Conditions, notify Customer and allow Customer the opportunity to cure any such use within ten (10) calendar days. Customer may cure by stopping any such use, buying more trunks to comply with Standard Business Use, or change Customer's (or Customer's customer(s) or Subscriber(s)) use of the SIP Trunking Service in any other way that is consistent with Standard Business Use.
- 4.5.2. **Inbound & Outbound Minute Thresholds.** Each SIP trunk will utilize no more than 2,000 combined inbound and outbound minutes (excluding international or toll-free calling) in any calendar month (or billing cycle, if applicable). Additionally, Provider reserves the right to in any combination (i) immediately terminate the Service, (ii) charge a minimum inappropriate use fee of \$500.00 and/or charge \$0.05 per minute for all calls made during such periods of prohibited use (plus applicable toll free and international charges), whichever is higher, to Customer's payment method of record, and (iii) all applicable termination fees described in these Terms and Conditions.

## 5. ACCEPTABLE USE POLICY AND PRIVACY POLICY

Use of the Services is subject to the use restrictions and provisions regarding acceptable use of the Cumberland Connect Services contained in this Services Agreement, in the Terms of Service, and in Cumberland Connect's Privacy Policy, which is incorporated herein by reference, and available at

<https://cumberlandconnect.org/legal/privacy-policy/>. Customer shall not use or to allow others to use the Services for illegal or inappropriate activities, including but not limited to: invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane or pornographic material; posting, transmitting, distributing or disseminating content that is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable. Cumberland Connect has no responsibility for the accuracy, completeness, value or usefulness of any content, advice or opinions contained in any emails, third party web sites, message boards, chat rooms, social networks or online Services. The internet may contain material that is unsuitable for minors, and Customer agrees to supervise and to accept sole responsibility and liability for any use of the Services by minors through Customer's account. Customer shall comply with this Acceptable Use Policy, which Cumberland Connect may modify at any time. Cumberland Connect may take any legal and technical remedies to enforce or prevent the violation of this Acceptable Use Policy.

**6. WARRANTIES, DISCLAIMER OF IMPLIED WARRANTY, AND LIMITATION OF LIABILITY.**

- 6.1. ***Service Warranty.*** Cumberland Connect represents and warrants that: (a) the personnel Cumberland Connect assigns to provide the Services pursuant to this Agreement will be properly trained and qualified for the Services that they provide; (b) Cumberland Connect, as of the date hereof, has all rights necessary to use the system Equipment for the benefit of Customer. This is the only warranty made under this Agreement. This warranty shall be void if the system Equipment or any component part is damaged, impaired or rendered inoperable by anyone other than Cumberland Connect.
- 6.2. ***Exclusive Remedy.*** Cumberland Connect will make necessary adjustments, repairs and/or replacements of the system Equipment or any part thereof, within a reasonable time after detection or being notified of the need thereof, as the case may be, at no additional cost or expense to the Customer for parts or labor. Customer's exclusive remedy for breach of this Service Warranty shall be for Cumberland Connect to repair or replace, any defective system Equipment or component thereof and to provide a credit allowance for system interruptions consistent with Cumberland Connect's credit allowance policy set forth in Credit Allowances section of this Services Agreement.
- 6.3. ***Disclaimer of Implied Warranties.*** THE WARRANTIES AND REMEDIES SET FORTH ABOVE CONSTITUTES THE ONLY WARRANTIES WITH RESPECT TO THE SERVICES AND SYSTEM EQUIPMENT AND ARE CUSTOMER'S EXCLUSIVE REMEDIES IF SUCH WARRANTIES ARE BREACHED. THE STATED WARRANTIES AND REMEDIES ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND AGAINST INFRINGEMENT. NEITHER COMPANY, ITS PARENT, AFFILIATES, SUBSIDIARIES OR ANY OF ITS PARENT'S AFFILIATES OR SUBSIDIARIES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA OR LOSS OF PROFITS) SUSTAINED OR INCURRED IN CONNECTION WITH THE INSTALLATION, DELAY OF INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND CONTROL OF THE SYSTEM EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR OPERATION OF THE SYSTEM EQUIPMENT OR SERVICES PROVIDED OR SOLD HEREUNDER. COMPANY SHALL NOT BE LIABLE OR RESPONSIBLE FOR BREACHES OF SYSTEM SECURITY, INCLUDING, BUT, NOT LIMITED TO, INTERCEPTION, DISTORTION OR LOSS OF DATA, FRAUDULENT INTRUSION INTO THE

SYSTEM, UNAUTHORIZED ACCESS TO INFORMATION, DENIAL OF SERVICE, EXPOSURE TO COMPUTER VIRUSES, OBSCENE OR OBJECTIONABLE LANGUAGE OR IMAGES, OR FALSE AND/OR MISLEADING INFORMATION THAT OCCUR DUE TO OR ARE CAUSED BY HANDLING OF OR INTERFERENCE WITH THE SYSTEM AND SYSTEM EQUIPMENT BY A PERSON OR PERSONS OTHER THAN COMPANY.

- 6.4. **General Limitation of Liability**. NOTWITHSTANDING ANY CONTRARY PROVISION IN THIS AGREEMENT, COMPANY'S ENTIRE LIABILITY FOR ALL CLAIMS OF WHATEVER NATURE ARISING OUT OF THE INSTALLATION AND PROVISION OF ITS SERVICES, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE PROPORTIONATE FIXED MONTHLY CHARGES TO THE CUSTOMER FOR THE PERIOD OF THE SERVICE DURING WHICH THE MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, OR DEFECT IN THE SERVICES, OR ANY OTHER EVENT OR ACTION GIVING RISE TO A CLAIM OCCURS.
- 6.5. **No Special Damages**. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED AGAINST SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

## 7. INDEMNIFICATION

- 7.1. **Customer's Indemnity Obligation**. Customer agrees to defend, indemnify and hold Cumberland Connect, its parent, affiliates and subsidiaries, their directors, officers, employees and agents ("Cumberland Connect Parties") harmless from and against all claims, demands, suits, actions, judgments, costs, proceedings, expenses, losses, liabilities, or damages (collectively, "Claims") including, but not limited to, (1) Claims of third parties, including patrons, customers or users of customers, arising out of, or resulting from, the Customer's use of the Services, (2) Claims for libel, slander, invasion of privacy, infringement of copyright arising from any Customer use of Service; and (3) all other Claims arising out of any act or omission of the Customer, or patrons, customers, or users of the Customer. Customer agrees to defend Cumberland Connect against any such Claim and pay, without limitation, all associated litigation costs, reasonable attorneys' fees and court costs, judgment and settlement payments, provided that Customer is given prompt notice of a Claim and sole control over the defense and settlement of the Claim, except that Customer shall have no authority to bind Cumberland Connect to a settlement that requires Cumberland Connect to pay any amount or assume any obligations without Cumberland Connect's prior, written consent, which consent will not be unreasonably withheld or delayed.
- 7.2. **Cumberland Connect's Indemnity Obligation**. Cumberland Connect agrees to indemnify, defend and hold Customer, its parent, affiliates and subsidiaries, their directors, officers and employees, harmless from and against any Claims resulting in any physical injury to persons arising directly from Cumberland Connect's performance of this Agreement and provision of Services, but only to the extent caused solely by Cumberland Connect's negligence or willful misconduct in the performance of Services hereunder. Cumberland Connect agrees to defend Customer against any such Claim or Infringement Claim and pay, without limitation, all litigation costs, reasonable attorneys' fees, court costs, judgment and settlement payments, provided that Cumberland Connect is given prompt notice of a Claim and sole control over the defense and settlement, except that Cumberland Connect shall have no authority to bind Customer to a settlement of a Claim that requires Customer to pay any amount or assume any obligations without Customer's prior, written consent, which consent will not be unreasonably withheld or delayed. In

the case of an Infringement Claim for which Cumberland Connect is obligated to indemnify Customer, or if Cumberland Connect reasonably believes that such an Infringement Claim may be made, Cumberland Connect, in its sole discretion, may: (i) modify or replace the system Equipment or Services or any part thereof with Equipment or service of equal functionality so as to eliminate the infringement, (ii) obtain the right for Customer to use such system Equipment or Services without charge to Customer, or (iii) if neither option (i) or (ii) are available or determined by Cumberland Connect, in its sole discretion, to be commercially reasonable, remove or cease the infringing system Equipment or violative Services and refund to Customer any pre-paid charges for Services that would have been received after the effective date of termination.

**8. MICELLANEOUS**

- 8.1. **Waiver and Performance.** Cumberland Connect’s failure to require strict performance of any term of the Agreement will not be a waiver of Cumberland Connect’s right to require performance of any term or condition of the Agreement. No consent by a Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default
- 8.2. **Notices.** All notices, demands, requests or other communications given under this Agreement shall be in writing and shall be given by personal delivery, mail, telecopy or overnight courier service. Notice given by mail shall be considered to have been given three (3) days after the date of mailing, postage prepaid, certified or registered mail, and notice given by other means shall be considered to be given when received as follows:

If to COMPANY:

Cumberland Connect  
1940 Madison St.  
Clarksville, TN 37043

If to CUSTOMER:

Name

Address

City, State, Zip Code

or to such other address as either Cumberland Connect or Customer may from time to time designate by providing at least thirty (30) days prior written notice in accordance with the provisions set forth in this Section.

- 8.3. **Jurisdiction.** This Agreement and the Terms and Conditions shall be interpreted, construed and enforced in accordance with the laws of the State of Tennessee, without regard to conflict of law provisions to the extent any suit is filed related to this Services Agreement, the federal and state courts located in Tennessee alone have jurisdiction over all disputes arising out of or related to this Services Agreement and the Services. Customer consents to the personal jurisdiction of the District Court sitting in Davidson County, Tennessee with respect to such matters, and waives Customer’s rights to removal.
- 8.4. **Entire Agreement.** This Services Agreement, the Terms and Conditions, together with all tariffs applicable to the Services purchased by the Customer, along with all Sales orders, where shall be appended hereto from time to time and incorporated



herein by reference, represent the entire Agreement of the Parties with respect to Customer's use of Services and supersedes all other agreements, written or oral, between the Parties relating to the Services.

- 8.5. **Nonassignability.** Customer may not assign any rights or delegate any duties under the Agreement without the prior written consent of Cumberland Connect, and any attempted assignment or delegation without such consent will be void.
- 8.6. **Merger.** This Agreement and any amendment of the terms hereof, may be signed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. The Parties also agree that this Agreement shall be binding upon the transmission by each Party of a signed signature page thereof to the other Party via electronic means (including facsimile), and such signatures shall have the same force and effect as original signatures.
- 8.7. **Enforceability.** If one or more provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired thereby.
- 8.8. **No Third Party Beneficiary; Disclaimer of Agency.** This Agreement is for the sole benefit of Cumberland Connect and Customer hereto, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing herein shall constitute either party as a legal representative or agent of the other Party, nor shall Cumberland Connect or Customer have the right or authority to assume, create, incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party, unless expressly permitted by such other Party in writing.
- 8.9. **Force Majeure.** Cumberland Connect will not be liable for delays, damages or failures in performance because of causes beyond its reasonable control, including, but not limited to, acts of a government in its sovereign capacity, acts of war, terrorism, disease, pestilence, acts of a public enemy, fires, earthquakes, acts of God, labor disputes, strikes, work slow-downs or other labor-related activity.
- 8.10. **Letter of Authorization.** The undersigned Customer hereby appoints as its agent for Cumberland Connect to act as its authorized agent for all matters pertaining to the number(s) populated in the appropriate fields. This agency includes disconnections of Services and other requests as deemed necessary by Cumberland Connect to implement the Services ordered from Cumberland Connect, including but not limited to: (1) securing information for activating, porting disconnecting, editing and transferring Services for Customer, (2) securing information for the purposes of resolving technical issues for Customer, (3) securing information for activating, removing, changing and editing Customer's directory listings.
- 8.11. **Captions; Sections; Terms in the Attachments.** Captions contained herein are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of any provision hereof. Use of the term "Section" shall include the entire subject Section and all its subsections where the context requires. All capitalized words in the Attachments shall have the same meaning as used in the Agreement document, unless otherwise indicated.
- 8.12. **Authority to Contract.** Each Party warrants that it has full authority to enter into this Agreement and that such action has been duly authorized in accordance with the Party's articles of incorporation, by-laws or other applicable organizational documents and procedures.
- 8.13. **Construction.** In the event of a conflict between the terms of a Sales Order and the terms of this Services Agreement, the terms of a Sales Order take precedence and control over the conflicting term in this Services Agreement.
- 8.14. **Survival.** The obligations of the Parties under this Agreement, that by their nature

continue beyond the expiration of this Agreement, shall survive the expiration or earlier termination of this Agreement.

- 8.15. **Succession.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- 8.16. **Confidentiality.** This Agreement and any accompanying Sales Orders are confidential and shall not be disclosed to any third party without the prior written permission of Cumberland Connect.

## 9. VOIP, EMERGENCY SERVICES and E911 DIALING

9.1. **EMERGENCY SERVICES - 911 DIALING.** By activating and paying for the Services, you acknowledge and agree to the limitations of fiber 911 dialing service, and that you understand the distinctions between such service and traditional 911 or E911 calls. 911 service does not work if you fail to register or update the 911 service with your current location. 911 service will not work if there is an electrical or Internet service outage due to any cause. 911 service will not work if your service has been cancelled by you or terminated by Cumberland Connect. You agree to indemnify Cumberland Connect for any failure in the 911 service. You will have access to either basic 911 or Enhanced 911 (E911) Services. With E911 Services, when you dial 911, your telephone number and registered address may be sent to the local emergency center assigned to your location. Emergency operators may have access to the information they need to send help and call you back if necessary. We do not have control over emergency operators nor can we guarantee that a 911 call will be routed to the correct operator. Customers in locations where the emergency center is not equipped to receive their telephone number and address may have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak. You authorize us to disclose your name and address to third parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers.

9.1.1. You agree to assume the obligation to inform any employees, guests and other third persons who may be present at the physical location where you utilize the Services and/or products we provide under this Agreement of the important differences in and limitations of your phone Services as compared with basic 911 or E911. The documentation that accompanies each telephone device will include a sticker concerning the potential non-availability of basic 911 or E911 (the "911 Sticker"). It is your responsibility, in accordance with the instructions that accompany each device, to place the 911 Sticker as near as possible to each phone that you use with the Services. If you did not receive a 911 Sticker with your telephone device, or you require additional 911 Stickers for phone devices we do not provide, please contact our customer care department at 800.987.2362 for additional 911 Stickers which we will provide for no additional cost.

9.1.2. Location of Services. This Services is provided at a specific permanent address and not available as a nomadic offering. Before you move the telephone device(s) to another location, you must notify us to determine if Services can be provided at your new permanent address. Services will only be provided at locations where E911 or basic 911 connectivity are available.

9.1.3. Confirmation of Activation Required. Your 911 Dialing feature will not be activated for any phone line that you are using with our Services, UNLESS AND UNTIL

YOU RECEIVE AN EMAIL FROM US CONFIRMING THAT THE 911 DIALING FEATURE HAS BEEN ACTIVATED FOR THAT PHONE LINE.

- 9.1.4. In the event of a power failure, network backup power systems are in place. The device providing Services also provides limited battery backup. Excessive use during a power outage will result in shortened life of the internal battery. The device will provide indication of low battery voltage. You should notify us for instructions or replacement. Failure of network power backup systems or the telephone device's internal backup system during a power failure or disruption will prevent all Services, including 911 dialing from functioning.
- 9.1.5. Services outages, suspensions or disconnections of your broadband Services will prevent all Services, including 911 Dialing, from functioning. SUCH OUTAGES MAY OCCUR FOR A VARIETY OF REASONS, INCLUDING, BUT NOT LIMITED TO, THOSE REASONS DESCRIBED ELSEWHERE IN THIS AGREEMENT.
- 9.1.6. Services outages due to disconnection of your account will prevent all Services, including 911 Dialing, from functioning.
- 9.1.7. Other third-party transport providers may intentionally or inadvertently block the ports over which the Services is provided or otherwise impede the usage of the Services. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Services is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Services, including the 911 Dialing feature, may not function. You acknowledge that we are not responsible for the blocking of ports or any other impediment to your usage of the Services, and any loss of Services, including 911 Dialing, which may result. In the event you lose Services as a result of blocking of ports or any other impediment to your usage of the Services, you will continue to be responsible for payment of the Services charges unless and until you disconnect the Services in accordance with this Agreement.
- 9.1.8. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 dialing call made utilizing the Services as compared to traditional 911 dialing over traditional public telephone networks. Cumberland Connect does not have any control over whether, or the manner in which, calls using 911 dialing Services are answered or addressed by any local or national emergency response center. Momentum and our suppliers disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. Momentum and our suppliers rely on third parties to assist in routing 911 dialing calls to local emergency response centers and to a national emergency calling center. Cumberland Connect and our suppliers disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. NEITHER CUMBERLAND CONNECT, OUR SUPPLIERS, NOR OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND SUBSCRIBER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO 911 DIALING SERVICES. Subscriber shall defend, indemnify, and hold harmless Cumberland Connect and our suppliers, our officers, directors, employees, affiliates and agents and any other Services provider who furnishes Services to Subscriber in connection with the Services, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Services, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Services to be able to use 911 Dialing or access emergency

Services personnel.

9.1.9. If you are not comfortable with the limitations of the 911 dialing Services, you should consider having an alternate means of accessing traditional 911 or E911 Services or disconnecting the Services.

9.2. **GENERAL VOIP CONDITIONS.** The Services may not be compatible with security systems. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions for any security system installed in your business. You are responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with the Services.

10. **CORPORATE GOVERNANCE, POLICIES, PROCEDURES, AND BULLETINS**

10.1 **BUSINESS PRACTICES NOT DETAILED IN TERMS AND CONDITIONS.** The consumer agrees to comply with, and be bound by the rules, regulations, policies, procedures, and bulletins as may be adopted by Cumberland Connect. Copies of those documents, as changed from time to time, may be seen during business hours at the office in Clarksville, TN.

New: 6/2020

Revised: 11/2020



**EXHIBIT A**  
**CCFiber Commercial Agreement Sales Order**

This Sales Order, effective as of the date of execution by both Parties below, shall become a part of, and subject to, the Master Services Agreement between (“Company”) and (“Customer”). The following information shall supplement the understanding of the Parties.

<b>Service Term Length*</b>	24 Months
-----------------------------	-----------

<b>Service Description</b>	<b>QTY</b>	<b>Price</b>	<b>Recurring Charge**</b>	<b>One-Time Charge</b>
Enterprise 250 3 Static IP Addresses	1	\$ 400.00	\$ 400.00	
<b>Totals:</b>			\$ 400.00	\$

\*in months  
\*\*per month

I, the undersigned, hereby agree to the above service requests and agree to be bound by the Cumberland Connect Agreement which are incorporated herein together with any other attachments, as noted above, which form a part of this agreement.

<b>Cumberland Connect Authorized Signature</b>	
Signature:	
Print:	Jennifer Brown
Title:	Business Development Coordinator
Date:	
<b>Customer Authorized Signature</b>	
Signature:	
Print:	
Title:	
Date:	



Cumberland Connect  
 1940 Madison St.  
 Clarksville, TN 37043  
 Business Contact Jennifer Brown  
[jbrown@cumberlandconnect.org](mailto:jbrown@cumberlandconnect.org)  
 O (800) 987-2362 Ext 7715  
 M (931) 206-2180  
 24-Hour Technical Support  
 (800) 987-2362 Option 2

<b>Organization/Business</b>	Email	Phone
<b>Service Address</b>	City/State/Zip Code	
233 TN Waltz Pkwy City Hall, Police, Public works	Ashland City, TN 37015	
<b>Billing Address</b>	City/State/Zip Code	
<b>Installation Contact</b>	Email	Phone

**Authorized Account Contacts** (Authorized billing contacts will have the authority to inquire about existing Cumberland Connect accounts, make changes to accounts, establish new services, or disconnect existing services in the entity's name) Please specify beside each contact their level of authorization. For example-Billing/Full Authorization, Technical Support Only, or Installation Only.

Service Plan	Qty	Comments	Monthly Fee
Enterprise Internet	1	3 static IPs	\$400.00

In addition to the rates and charges for the Service(s) listed above, Member shall be responsible for paying all local, state, and federal taxes, fees, and surcharges.

**Service Details Approved by** \_\_\_\_\_ **Order Date:** \_\_\_\_\_

**Internal Use Only**  
 S/O Comments

Service Map Location N25P8973-03	Customer Number 4560511	Billing Cycle 6
Bankdraft Account NO	Tax Exempt YES	LOA NO
Send Business Email NO	Send NetOps Email Yes	Referral Code No

*Confidential for Cumberland Connect and Member use only*



1940 Madison St.  
Clarksville, TN 37043

## Cumberland Connect Business Contacts

### Sales Support

Jennifer Brown  
Business Development Coordinator  
(800) 987-2362 Ext 7715  
Mobile (931) 206-2180

Zach Culpepper  
Sales Engineer  
(800) 987-2362 Ext 1159  
Mobile (931) 237-5215

**Billing Support** (800) 987-2362

**Technical Support** (800) 987-2362 Option 2

### Help Center

<https://cumberlandconnect.org/help-center/internet-troubleshooting/>

### Payment Options

**Bank Draft Payment:** Automatically drafted from your checking / savings account each month on your due date

**Credit / Debit Card by Phone:** Pay your bill by phone using your credit card or debit card. There is no fee for this service

**Mail:** Mail your payment in the return envelope included with your monthly statement. Cumberland Connect  
PO BOX 2252  
Birmingham, AL 35246-0039  
*Checks should be made payable to Cumberland Connect*

**SmartHub:** Pay your bill online with a credit/debit for no additional fee

**District Offices:** You may make a payment at our district offices. Our district offices are open 7:30 AM-4:30 PM each day (except weekends and holidays). For your convenience each district office is equipped with a payment Kiosk station that is available 24/7

**Certificate Of Completion**

Envelope Id: 24A8C1979E0E41D4BAB8A345F07AA109	Status: Sent
Subject: Commercial Agreement with Superseding Terms for Sales Order	
Source Envelope:	
Document Pages: 17	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jennifer Brown
Time Zone: (UTC-06:00) Central Time (US & Canada)	jbrown@cumberlandconnect.org
	IP Address: 107.191.67.25

**Record Tracking**

Status: Original	Holder: Jennifer Brown	Location: DocuSign
7/22/2022 9:38:26 AM	jbrown@cumberlandconnect.org	

**Signer Events**

Signature	Timestamp
Alicia Martin ayoung@ashlandcitytn.gov Security Level: Email, Account Authentication (None)	Sent: 7/22/2022 10:05:20 AM Viewed: 7/22/2022 10:18:17 AM

**Electronic Record and Signature Disclosure:**

Accepted: 7/22/2022 10:18:17 AM  
ID: 72d0f066-4519-421e-ba18-005503762d02

Jennifer Brown  
jbrown@cumberlandconnect.org  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Jake Greer jake.greer@ashlandcitytn.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b>		
Not Offered via DocuSign		
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	7/22/2022 10:05:20 AM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>





## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Cumberland Connect (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Cumberland Connect:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [jbrown@cumberlandconnect.org](mailto:jbrown@cumberlandconnect.org)

### **To advise Cumberland Connect of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [jbrown@cumberlandconnect.org](mailto:jbrown@cumberlandconnect.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Cumberland Connect**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [jbrown@cumberlandconnect.org](mailto:jbrown@cumberlandconnect.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Cumberland Connect**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [jbrown@cumberlandconnect.org](mailto:jbrown@cumberlandconnect.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Cumberland Connect as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Cumberland Connect during the course of your relationship with Cumberland Connect.