

## **TITLE 4**

### **BUSINESS LICENSES AND REGULATIONS**

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#### **CHAPTER 4.04**

#### **ELECTRIC PRIVILEGES**

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4.04.01 Electric privileges granted to Arkansas Valley Electric Cooperative Corp The city of Clarksville, Arkansas, (hereafter called Grantor) hereby grants to Arkansas Valley Electric Cooperative Corporation, its successors and assigns (hereinafter called Grantee), the exclusive right, privilege and authority within that portion of the city of Clarksville, Arkansas, that is presently served by Grantee pursuant to the authority granted by the Arkansas Public Service Commission (1) to sell, furnish, transmit and distribute electric power and energy to all inhabitants and consumers within said limits, and (2) to construct, maintain and operate a system for such purposes and to enter on, under and upon and use any and all of the streets, alleys, avenues, bridges and other public grounds and ways within said areas belonging to, or under the control of Grantor for the maintenance and operation of facilities and appliances necessary for the sale, transmission and distribution of said electric service (hereinafter called facilities). Provided, however, that nothing contained in this ordinance shall be construed to preclude or limit the right of the city of Clarksville to establish and extend its own electrical facilities so as to sell, furnish, transmit and distribute electric power and energy to the inhabitants of said areas and portions of the city of Clarksville covered by this ordinance regardless of whether same might lessen the profits of Grantee or destroy the value of its investment in such areas; and provided further that the right and privilege granted hereby shall be subject to the vested right of the city of Clarksville to acquire the property, system and facilities of Grantee used or useful for the convenience of the public in such areas within the city of Clarksville upon ninety (90) days' notice for just compensation and damages, including severance damages, if any, under the terms and conditions of purchase determined by the Arkansas Public Service Commission if the parties shall be unable to agree on terms or conditions of sale. Nothing contained in this ordinance shall be construed to grant to the Grantee any right or privilege to sell electricity at retail in any area within the city of Clarksville in which the Grantee was not providing such service prior to the passage of this ordinance and no extension or expansion of such services or facilities shall be made by Grantee without the approval of Grantor. (Ord. No. 96, Sec. 1.)

4.04.02 Rights and responsibilities of Grantor and Grantee Grantee shall, and does by acceptance hereof, agree to provide for the city and its inhabitants within said areas, adequate and reasonable electric service as a public utility and consents to a future purchase of its property actually used and useful for the convenience of the public in said areas by the city of Clarksville as provided by Act 324 of the 1935 Acts of the General Assembly of the state of Arkansas. (Ord. No. 96, Sec. 2.)

4.04.03 Rights and responsibilities of Grantor and Grantee All facilities of Grantee which may be located on public property, as authorized herein, shall be located so as to not unreasonably obstruct public use and travel. Grantee's facilities and operations shall at all time meet the standards prescribed by the National Electrical Safety Code, and Grantee shall observe all ordinances of the city of Clarksville. Grantee shall promptly replace or repair all damages to public property caused by its operations hereunder without loss or expense thereby to Grantor (Ord. No. 96, Sec. 3)

4.04.04 Termination procedure The rights, privileges and authority hereby granted shall continue from the date of passage of this ordinance, and thereafter, until terminated in accordance with provisions of Section 44 of Act 324 of the 1935 Acts of the state of Arkansas A.C.A. 14-200-103. (Ord. No. 96, Sec. 4)

4.04.05 Rights of Grantee Grantee is hereby given the right to trim, cut and remove trees, shrubbery or growth on or in public property which interfere or offer hazards to the operation of Grantee's facilities used or useful for the rendition of electric service hereunder. (Ord. No. 96, Sec. 4.)

4.04.06 Rates The rates which are to be charged by Grantee for electric service to retail customers hereunder shall be those which are now lawfully approved or prescribed, and as said rates may, from time to time, be amended in accordance with law or by any regulatory authority having jurisdiction thereof. (Ord. No. 96, Sec. 5)

4.04.07 City not liable for negligence of Grantee Grantee shall indemnify the Grantor against any damage or injury to persons or property arising from the operation of Grantee and shall hold and save harmless the Grantor from any damage, injury, loss or expense caused by the negligence of the Grantee or its agents, servants or employees, in constructing, operating and maintaining said facilities or in repairing or replacing any streets, avenues, alleys, bridges or other public grounds. (Ord. No. 396, Sec. 7)

4.04.08 Franchise tax Beginning April 1, 1981, and thereafter during the life of this franchise, the Grantee shall pay to the city of Clarksville each quarter, a franchise or privilege tax in an amount equal to: Four percent (4%) of the preceding quarter's gross residential, commercial and industrial electric revenues as paid to the Grantee by residential, commercial and industrial customers located within the areas of the city of Clarksville served by Grantee. Residential, commercial and industrial electric revenues are those revenues so classified pursuant to Grantee's uniform classification standards. Grantor shall have the right to examine and verify, from the records of the Grantee, any data relating to the gross revenues of Grantee from customers on which said franchise tax is due. In the event of a controversy between the Grantor and Grantee as to the amount of gross revenues received by Grantee in the city of Clarksville upon which said tax is due, Grantor shall have the option to refer said controversy to the Arkansas Public Service Commission, or other regulatory agency having jurisdiction of Grantee, or to pursue any and all other legal and equitable remedies available to Grantor. (Ord. No. 96, Sec. 8.)

4.04.09 In lieu of other payments Said tax shall be paid in lieu of all other taxes, licenses, charges, fees or impositions except general license or permit fees, special millage taxes, general ad valorem taxes and other general taxes or fees applicable to all citizens, taxpayers and business enterprises. Provided, that nothing herein shall be construed as an abandonment, relinquishment or waiver of the taxing authority of the city of Clarksville under the laws of the state of Arkansas. (Ord. No. 96, Sec. 9.)

4.04.10 Contract Upon written acceptance by Grantee, this ordinance shall constitute a contract between Grantor and the Grantee, and its successors and assigns. (Ord. No. 96, Sec. 10.)

4.04.11 Electric privileges granted to Oklahoma Gas and Electric Company The city of Clarksville, Arkansas (hereinafter called Grantor) hereby grants to Oklahoma Gas and Electric Company, its successors and assigns (hereinafter called Grantee), the right, privilege and authority within that portion of the city of Clarksville, Arkansas, that is presently served by Grantee pursuant to the authority granted by the Arkansas Public Service Commission (1) to sell, furnish, transmit and distribute electric power and energy to all inhabitants and consumers within said limits, and (2) to construct, maintain and operate a system for such purposes and to enter on, under and upon and use any and all of the streets, alleys, avenues, bridges and other public grounds and ways within said areas belonging to, or under the control of Grantor for the maintenance and operation of facilities and appliances necessary for the sale, transmission and distribution of said electric service (hereinafter called facilities). Provided, however, that nothing contained in this ordinance shall be construed to preclude or limit the right of the city of Clarksville to establish and extend its own electrical facilities so as to sell, furnish, transmit and distribute electric power and energy to the inhabitants of said areas and portions of the city of Clarksville covered by this ordinance regardless of whether same might lessen the profits of Grantee or destroy the value of its investment in such areas; and provided further that the right and privilege granted hereby shall be subject to the vested right of the city of Clarksville to acquire the property, system and facilities of Grantee used or useful for the convenience of the public in such areas within the city of Clarksville upon ninety (90) days' notice for just compensation and damages, including severance damages, if any, under the terms and conditions of purchase determined by the Arkansas Public Service Commission if the parties shall be unable to agree on terms or conditions of sale. Nothing contained in this ordinance shall be construed to grant to the Grantee any right or privilege to sell electricity at retail in any area within the city of Clarksville in which the Grantee was not providing such service prior to the passage of this ordinance and no extension or expansion of such services or facilities shall be made by Grantee without the approval of Grantor. (Ord. No. 95, Sec. 1.)

4.04.12 Rights and responsibilities of Grantor and Grantee Grantee shall, and does by acceptance hereof, agree to provide for the city and its inhabitants within said areas, adequate and reasonable electric service as a public utility and consents to a future purchase of its property actually used and useful for the convenience of the public in said areas by the city of Clarksville as provided by Act 324 of the 1935 Acts of the General Assembly of the state of Arkansas. (Ord. No. 95, Sec. 2.)

4.04.13 Rights and responsibilities of Grantor and Grantee All facilities of Grantee which may be located on public property, as authorized herein, shall be located so as to not unreasonably obstruct public use and travel. Grantee's facilities and operations shall at all time meet the standards prescribed by the National Electrical Safety Code, and Grantee shall observe all ordinances of the city of Clarksville. Grantee shall promptly replace or repair all damages to public property caused by its operations hereunder without loss or expense thereby to Grantor (Ord. No. 95, Sec. 3)

4.04.14 Termination procedure The rights, privileges and authority hereby granted shall continue from the date of passage of this ordinance, and thereafter, until terminated in accordance with provisions of Section 44 of Act 324 of the 1935 Acts of the state of Arkansas A.C.A. 14-200-103. (Ord. No. 95, Sec. 4)

4.04.15 Rights of Grantee Grantee is hereby given the right to trim, cut and remove trees, shrubbery or growth on or in public property which interfere or offer hazards to the operation of Grantee's facilities used or useful for the rendition of electric service hereunder. (Ord. No. 95, Sec. 5.)

4.04.16 Rates The rates which are to be charged by Grantee for electric service to retail customers hereunder shall be those which are now lawfully approved or prescribed, and as said rates may, from time to time, be amended in accordance with law or by any regulatory authority having jurisdiction thereof. (Ord. No. 95, Sec. 6)

4.04.17 City not liable for negligence of Grantee Grantee shall indemnify the Grantor against any damage or injury to persons or property arising from the operation of Grantee and shall hold and save harmless the Grantor from any damage, injury, loss or expense caused by the negligence of the Grantee or its agents, servants or employees, in constructing, operating and maintaining said facilities or in repairing or replacing any streets, avenues, alleys, bridges or other public grounds. (Ord. No. 95, Sec. 7)

4.04.18 Franchise tax Beginning April 1, 1981, and thereafter during the life of this franchise, the Grantee shall pay to the city of Clarksville each quarter, a franchise or privilege tax in an amount equal to: Four percent (4%) of the preceding quarter's gross residential, commercial and industrial electric revenues as paid to the Grantee by residential, commercial and industrial customers located within the areas of the city of Clarksville served by Grantee. Residential, commercial and industrial electric revenues are those revenues so classified pursuant to Grantee's uniform classification standards. Grantor shall have the right to examine and verify, from the records of the Grantee, any data relating to the gross revenues of Grantee from customers on which said franchise tax is due. In the event of a controversy between the Grantor and Grantee as to the amount of gross revenues received by Grantee in the city of Clarksville upon which said tax is due, Grantor shall have the

option to refer said controversy to the Arkansas Public Service Commission, or other regulatory agency having jurisdiction of Grantee, or to pursue any and all other legal and equitable remedies available to Grantor.

Said tax shall be paid in lieu of all other taxes, licenses, charges, fees or impositions except general license or permit fees, special millage taxes, general ad valorem taxes and other general taxes or fees applicable to all citizens, taxpayers and business enterprises. Provided, that nothing herein shall be construed as an abandonment, relinquishment or waiver of the taxing authority of the city of Clarksville under the laws of the state of Arkansas. (Ord. No. 95, Sec. 9.)

4.04.19 Contract Upon written acceptance by Grantee, this ordinance shall constitute a contract between Grantor and the Grantee, and its successors and assigns. (Ord. No. 95, Sec. 10.)

4.04.20 Electric rates for Clarksville Connected Utilities The Clarksville City Council hereby determines that the following electric rate schedules are just and reasonable, and hereby directs Clarksville Connected Utilities to charge and collect such rates from customers for services provided as soon as administratively practical, but no later than October 1, 2021:

- A. The Residential Rate Schedule(s) shown on Exhibit A-1.
- B. The Small Commercial Rate Schedules shown on Exhibit B-1.
- C. The Large Commercial/Industrial Rate Schedule shown on Exhibit C-1.
- D. The Fuel Adjustment calculation shown on Exhibit D-1. (Ord. No. 21-868, Sec. 1)

Until such time that the rate schedules and Fuel Adjustment Calculation described in Section 1 are implemented, Clarksville Connected Utilities shall continue to charge and collect rates according to rate schedules that were effective immediately prior to the adoption of this ordinance. (Ord. No. 21-868, Sec. 2)

Upon implementation of the rate schedules and Fuel Adjustment calculation described in Section 1, all previously approved versions of electric rate schedules Residential R-1, Residential R-2, Small Commercial C, and Large Commercial/Industrial P shall be repealed and superseded by the rate schedules shown in Section 1. Additionally, all previously approved versions of the Fuel Adjustment calculation shall be repealed and superseded by the Fuel Adjustment Calculation shown in Section 1. (Ord. No. 21-868, Sec. 3)

### **RESIDENTIAL SCHEDULE R-1**

Availability: At any point on the Company's distributing system.

Application: For residential service to single residences or individual family apartments supplied through one (1) meter, including incidental family use on the appurtenant premises. The rate schedule is not applicable to commercial type use on the appurtenant premises such as

chicken brooding. Where a portion of the residence premises, not separately metered, is used for nonresidential purposes, the predominant use of the service, as determined by the Company, shall determine the rate schedule applicable to all service. Service is for the use of the customer and may not be shared and may not be resold to others. Not applicable to standby or supplementary service.

Character of service: Service will normally be single-phase sixty (60) cycle, at approximately 120/240 volts. However, there-phase service may be furnished if approved by the Clarksville Connected Utilities.

Net monthly rate: For consumption for each monthly meter reading cycle

Base/Customer charge	\$15.00/month
Energy Charge	\$0.078/KWH

Base/customer charge monthly bill: A base charge of fifteen dollars (\$15.00) will be charged on a monthly basis regardless of consumption quantity.

Fuel adjustment: The above energy charges will be increased or decreased to reflect the charge in the cost of fuel and purchased power incurred by the Company for the supply of service here-under, as prescribed in Fuel Adjustment Clause.

Taxes: The net monthly bill is subject to the addition of all taxes levied on power bills.

Payment: Payment shall be due fifteen (15) days from the billing date and if not paid on or before the fifteenth (15<sup>th</sup>) day following the billing date, a late charge of ten percent (10%) may be added to the bill.

Contract period: Month to month except as otherwise required by a line extension agreement. (Ord. No. 21-868, Exh. A-1)

**THE RESIDENTIAL RATE SCHEDULE R-2 (REVISED 2002) is hereby repealed.**

### **SMALL COMMERCIAL RATE SCHEDULE C**

Availability: At any point on the Company's distributing system.

Application: For small commercial for lighting and power purposes supplied through one (1) point of delivery. Available to multi-residential dwellings when metered through one (1) supply point. Not applicable to resale, shared, standby or supplementary service.

Character of service: Single or three-phase, sixty (60) cycles and at one (1) standard delivery voltage required by customer and available at customer's service location where service is delivered and metered at voltages less than 12,500/7,200 with a maximum demand not to exceed fifty (50) KW. Notwithstanding the voltage and maximum demand limitations will not apply to educational institutions (public schools, universities, etc.).

Net monthly rate: For consumption for each monthly meter reading cycle

Base/Customer charge	\$20.00/month
Energy Charge	\$0.0775/KWH

Base/customer charge monthly bill: A fixed charge of twenty dollars (\$20) will be charged on a monthly basis regardless of consumption quantity.

Three-phase service: When three-phase service is supplied, a monthly charge of Thirty Dollars (\$30) will be added to the net monthly charges applicable to single-phase service. In the event a primary line extension is necessary, customer will reimburse company for the excess construction cost of the three phase primary line, either in cash or under a service facilities contract.

Fuel adjustment: The above energy charges will be increased or decreased to reflect the charge in the cost of fuel and purchased power incurred by the Company for the supply of service hereunder, as prescribed in Fuel Adjustment Clause.

Taxes: The net monthly bill is subject to the addition of all taxes levied on power bills.

Payment: Payment shall be due fifteen (15) days from the billing date and if not paid on or before the fifteenth (15<sup>th</sup>) day following the billing date, a late charge of ten percent (10%) may be added to the bill.

Contract period: Month to month except as otherwise required by a line extension agreement. (Ord. No. 21-868, Exh. B-1)

### **LARGE COMMERCIAL / INDUSTRIAL RATE SCHEDULE P**

Availability: At any point on the existing facilities having adequate capacity and suitable voltage for delivery of service from the Company's distribution system.

Application: For electric service required by customer on the premises supplied through one (1) point of delivery. Not applicable to resale, shared, standby or supplementary service.



Character of service: Single-phase or three-phase sixty (60) cycle and at one (1) standard delivery voltage required by customer and available at customer's service location where service is delivered and metered.

Net Monthly Rate: For consumption for each monthly meter reading cycle

Base/Customer charge	\$250.00/month
Demand Charge	\$4.00/KW
Energy Charge	\$0.0415/KWH

Base/customer charge monthly bill: A fixed charge of two hundred and fifty dollars (\$250) will be charged on a monthly basis regardless of consumption quantity plus the demand charge as computed under the above schedule; or such amount as may be required by the Company when necessary to justify the investment required to provide the service.

Determination of maximum demand: The customer's maximum demand shall be the maximum rate at which energy is used for any period of thirty (30) consecutive minutes of the month for which the bill is rendered as shown by the Company's demand meter, but shall not be considered to be less than fifty (50) KWH.

Determination of billing demand: The billing demand upon which the demand charge is based shall be the maximum demand as determined above corrected for power factor as set forth under Power Factor Clause, provided that no billing demand shall be considered as less than the highest billing demand previously determined during a twelve (12) month period ending with the current month.

Power Factor Clause: The consumer shall at all times take and use power in such a manner that the power factor shall be as nearly one hundred percent (100%) as possible, but when the average power factor as determined by continuous measurement of lagging reactive kilovolt ampere hours is less than ninety-five percent (95%) the billing demand shall be determined by multiplying the maximum demand, measured by the demand meter for the billing period by ninety-five percent (95%) and dividing the product thus obtained by the actual average power factor expressed in percent. The company may, at its option, use for adjustment the power factor as determined by test during periods of normal operation of the consumer's equipment instead of the average power factor.

Primary Service Discount: When all of the following conditions are met, a discount of five percent (5%) of the net monthly bill computed will be allowed:

1. The customer takes service at 12,500y/7,200 volts.
2. The customer owns, maintains and operates all equipment on customer's side of point of delivery.

When the customer qualifies and elects to take primary service, but the company chooses to meter on the load side of the customer's transformers, the five percent (5%) discount shall be allowed, but the KWH billed shall be increased by the amount of the transformer losses computed as follows:

*One percent (1%) of the total KVA rating of the customer's transformers times seven hundred thirty (730) hours.*

Secondary service/primary metering discount: When the customer does not qualify for the five percent (5%) primary service discount and the Company chooses to meter on the supply side of the Company's transformers, the five percent (5%) primary service discount will not be allowed, but the KWH shall be decreased by the amount of the transformer losses computed as follows:

*One percent (1%) of the total KVA rating of the Company's transformers times seven hundred thirty (730) hours. The decrease in KWH shall not exceed five percent (5%) of metered KWH.*

Fuel adjustment: The above energy charges will be increased or decreased to reflect the charge in the cost of fuel and purchased power incurred by the Company for the supply of service hereunder, as prescribed in Fuel Adjustment Clause.

Taxes: The net monthly bill is subject to the addition of all taxes levied on power bills.

Payment: Payment shall be due fifteen (15) days from the billing date and if not paid on or before the fifteenth (15<sup>th</sup>) day following the billing date, a late charge of ten percent (10%) may be added to the bill.

Contract period: Contracts under this schedule shall be for not less than one (1) year, but longer contracts (subject also to special minimum guarantees) may be necessary in cases warranted by special circumstances or unusually large investments by the Company. (Ord. No. 21-868, Exh. C-1)

**RATE SCHEDULE L (SECURITY LIGHT SERVICE)**

Availability: At any customer at any point on the Company's distributing system.

Application: For unmetered, automatically controlled outdoor lighting service burning all night. Not applicable to seasonal or temporary service.

Character of service: Company will install, own, operate and maintain fixtures, including any necessary lamp replacements. The specified rate does not include the setting of any pole; customer will be billed for any new poles to be installed.

Net monthly rate:

<u>High pressure sodium light:</u>	\$6.88 for 150 Watt \$13.25 for 400 Watt
<u>Metal halide light:</u>	\$24.37 for 1,000 Watt

Fuel Adjustment Clause: The fuel adjustment clause shall be made monthly based on a six (6) month period ending with the preceding month. The base cost for a six (6) month period is \$0.0294745 per KWH after adjusting for transmission and distributing system losses. The current cost per KWH is calculated by dividing the "total power cost" by the "total KWH sold" (using power cost and KWH sold for a six (6) month period ending with the previous month). "Total power cost" includes fees and other charges made by the wholesale power suppliers to the Company-owned generation costs. The adjustment is found by subtracting the "base energy cost" from the "current energy cost." The adjustment is applied to all KWH as determined under each rate schedule. The adjustment is not applied to Rate Schedule L, Security Light Service. (Ord. No. 2014-716.)

**RATE SCHEDULE CITY (CITY OF CLARKSVILLE)**

Availability: At any point on the Company's distributing system.

Application: For service as needed and agreed upon by the city and the Clarksville Light and Water Company.

Character of service: For service needed and agreed upon by the city and the Clarksville Light and Water Company.

Net monthly rate: For meter readings to begin with the October 1, 2013, billing cycle.

City rate	\$0.0572 per KWH
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These rates shall begin with the October 1, 2013, billing cycle meter readings. (Ord. No. 2013-703, Sec. 1-2.)

4.04.21 Fuel Adjustment Clause The fuel adjustment clause shall be made monthly based on the preceding month billing period. The base for the total power cost for a one (1) month period is \$0.055 per KWH after adjusting for transmission, distributing system losses, city used energy, utility energy, and street lighting. The current cost per KWH is calculated by dividing the “total power cost” by the “total KWH sold” (using power cost and KWH sold each preceding month). “Total power cost” includes fees and other charges made by the wholesale power suppliers to the Company, cost for equity transfer for city energy, debt service associated by Company owned power generation, as well as company owned generation fuel and labor costs.

The adjustment is found by subtracting the “base energy cost” from the “current energy cost.” The adjustment is applied to all KWH as determined under each rate schedule. The adjustment is not applied to Rate Schedule L, Security Light Service. (Ordinance No. 04-488-A, Sec. 1) (Ord. No. 21-868, Exh. D-1)

## CHAPTER 4.08

### GAS PRIVILEGES

Sections:

4.08.01	Gas franchise granted to Arkansas Western Gas Company
4.08.02	Not an exclusive right
4.08.03	Responsibilities of Grantee
4.08.04	Responsibilities of Grantee
4.08.05	Responsibilities of Grantee
4.08.06	Information, definitions
4.08.07	Rates
4.08.08	Tax
4.08.09	In lieu of other payments
4.08.10	Gas franchise granted to ARKLA, Inc.
4.08.11	Not an exclusive right
4.08.12	Responsibilities of Grantee
4.08.13	Responsibilities of Grantee
4.08.14	Responsibilities of Grantee
4.08.15	Information, definitions
4.08.16	Rates
4.08.17	Tax
4.08.18	In lieu of other payments

4.08.01 Gas franchise granted to Arkansas Western Gas Company The city of Clarksville, Arkansas (hereinafter called Grantor), hereby grants to the Arkansas Western Gas Company its successors and assigns, (hereinafter called Grantee), the right, privilege and authority (1) to sell, furnish, transmit and distribute natural gas to all inhabitants and consumers within Clarksville, Arkansas; and (2) to lay, construct, equip, operate, repair, and maintain a system of gas mains, pipes, conduits, feeders, and the appurtenances for the purpose of supplying and distributing natural gas for all purposes to the residents of the said City and from any points beyond said city limits in order to enable the Grantee to distribute and sell natural gas to said city and the residents or inhabitants thereof and to others, and for such purposes to enter on, under and upon and use any and all streets, alleys, roads, avenues, highways, sidewalks, bridges and other public grounds of said city; provided, however, that Grantee shall comply with all ordinances of the city of Clarksville in regard to permits for opening or cutting streets or other public ways and that where alleys are accessible for laying mains and pipes, the same shall be laid in the alleys instead of the streets so long as economically feasible. (Ord. No. 98, Sec. 1.)

4.08.02 Not an exclusive right Nothing contained in this ordinance shall be construed to grant the Grantee any exclusive right or to preclude or limit the right of the city of Clarksville

to grant similar privileges to other companies or for the city itself to establish and develop facilities so as to sell, furnish, transmit and distribute natural gas to inhabitants of the city of Clarksville regardless of whether either of same might lessen the profits of Grantee or destroy the value of its investment in said city. The right and privilege hereby granted shall be subject to the rights of the city of Clarksville to acquire the property, system and facility of Grantee as presently provided by Act 324 of the 1935 Acts of the state of Arkansas should Grantor elect to do so. (Ord. No. 98, Sec. 2.)

4.08.03 Responsibilities of Grantee Grantee shall, and does by acceptance hereof, agree to provide to the inhabitants of the city of Clarksville, adequate and reasonable natural gas service. (Ord. No. 98, Sec. 3.)

4.08.04 Responsibilities of Grantee All facilities of Grantee which may be located on public property as authorized hereinabove shall be located so as to not unreasonably obstruct travel and other public uses. Grantee shall at all times keep and display the necessary danger signals and proper guards around all excavations and obstructions and shall as soon as practicable, restore all openings on highways, roads, streets, avenues, alleys and other public grounds to the same or better condition as before said openings were made, in the manner as may be required by the Superintendent of the streets of Grantor. When it shall be necessary for the safety of the citizens, to divert or detour traffic from the area of excavations, Grantee shall have the power to do so by giving notice to Grantor at the time of application for the permit to make such excavation or at the time such necessity becomes known to Grantee.

4.08.05 Responsibilities of Grantee The Grantee shall do no injury to any highway, road, street, avenue, alley, lane, bridge, stream or water course, park or public place, except as specifically allowed, nor with any public or private sewer or drainage system or water lines now or hereafter laid or constructed by the said city or by any authorized person or corporation, but no sewer or water pipes, electric conduits, telephone or TV cables shall be so laid as to interfere unnecessarily with any gas main or pipes which shall have been laid prior to the time of the laying of such electric conduit, telephone and TV cables, sewer or water pipes. The Grantee shall fully indemnify and save harmless the city from any and all claims for damage for which said city shall or might be made or become liable by reason of the granting of the franchise or any negligence or carelessness on the part of said Grantee or because of any act or omission or the Grantee in the construction and operation of its system of mains and pipes. (Ord. No. 98, Sec. 5.)

4.08.06 Information, definitions The Grantee shall furnish promptly to the proper authorities any and all information which may be asked for by them in regard to the size, location or

depths of any of the pipes, mains, conduits or service pipes in any form whatsoever and any other information in regard to its occupation of roads, highways, streets, avenues or public grounds of said city which they may demand. Whenever the word “Grantee” occurs in this ordinance, it shall mean and it shall be understood to be the Arkansas Western Gas Company, its successors, lessees or assigns and whenever the words “authorities” or “proper authorities” occur in this franchise, they shall mean and shall be understood to mean the authorized officer or officers, committee or board representing the city of Clarksville, Arkansas, or Grantor. (Ord. No. 98, Sec. 6.)

4.08.07 Rates The rates which are to be charged by Grantee for natural gas service to retail customers hereunder shall be those rates which now lawfully approved or prescribed and as may from time to time be amended in accordance with law or by any regulatory authority having jurisdiction thereof. (Ord. No. 98, Sec. 7.)

4.08.08 Tax Beginning April 1, 1981, and thereafter during the life of this franchise, the Grantee shall pay to the city of Clarksville each quarter, a franchise or privilege tax in an amount equal to four percent (4%) of the preceding quarter’s gross residential, commercial and industrial gas revenues as paid to Grantee by all residential, commercial and industrial customers served by Grantee in the city of Clarksville. Grantor shall have the right to examine and verify, from the records of the Grantee, any data relating to the gross revenues of Grantee from customers on which said tax is due. In the event of a controversy between the Grantor and Grantee as to the amount of gross revenues received by Grantee in the city of Clarksville, upon which said tax is due, Grantor shall have the option to refer said controversy to the Arkansas Public Service Commission, or other regulatory agency having jurisdiction over the Grantee or to pursue any and all other legal and equitable remedies available to Grantor. (Ord. No. 98, Sec. 8.)

4.08.09 In lieu of other payments Said tax shall be paid in lieu of all other taxes, licenses, charges, fees or impositions except general licenses of permit fees, special millage taxes, general ad valorem taxes and other general taxes or fees applicable to all citizens, taxpayers and business enterprises. Provided, that nothing herein shall be construed as an abandonment, relinquishment or waiver of the taxing authority of the city of Clarksville under the laws of the state of Arkansas. (Ord. No. 98, Sec. 9.)

4.08.10 Gas franchise granted to ARKLA, Inc. The city of Clarksville, Arkansas (hereinafter called Grantor), hereby grants to the ARKLA, Inc., its successors and assigns, (hereinafter called Grantee), the right, privilege and authority (1) to sell, furnish,

transmit and distribute natural gas to all inhabitants and consumers within Clarksville, Arkansas; and (2) to lay, construct, equip, operate, repair, and maintain a system of gas mains, pipes, conduits, feeders, and the appurtenances for the purpose of supplying and distributing natural gas for all purposes to the residents of the said City and from any points beyond said city limits in order to enable the Grantee to distribute and sell natural gas to said city and the residents or inhabitants thereof and to others, and for such purposes to enter on, under and upon and use any and all streets, alleys, roads, avenues, highways, sidewalks, bridges and other public grounds of said city; provided, however, that Grantee shall comply with all ordinances of the city of Clarksville in regard to permits for opening or cutting streets or other public ways and that where alleys are accessible for laying mains and pipes, the same shall be laid in the alleys instead of the streets so long as economically feasible. (Ord. No. 230)

4.08.11 Not an exclusive right Nothing contained in this ordinance shall be construed to grant the Grantee any exclusive right or to preclude or limit the right of the city of Clarksville to grant similar privileges to other companies or for the city itself to establish and develop facilities so as to sell, furnish, transmit and distribute natural gas to inhabitants of the city of Clarksville regardless of whether either of same might lessen the profits of Grantee or destroy the value of its investment in said city. The right and privilege hereby granted shall be subject to the rights of the city of Clarksville to acquire the property, system and facility of Grantee as presently provided by Act 324 of the 1935 Acts of the state of Arkansas should Grantor elect to do so. (Ord. No. 230)

4.08.12 Responsibilities of Grantee Grantee shall, and does by acceptance hereof, agree to provide to the inhabitants of the city of Clarksville, adequate and reasonable natural gas service. (Ord. No. 230.)

4.08.13 Responsibilities of Grantee All facilities of Grantee which may be located on public property as authorized hereinabove shall be located so as to not unreasonably obstruct travel and other public uses. Grantee shall at all times keep and display the necessary danger signals and proper guards around all excavations and obstructions and shall as soon as practicable, restore all openings on highways, roads, streets, avenues, alleys and other public grounds to the same or better condition as before said openings were made, in the manner as may be required by the Superintendent of the streets of Grantor. When it shall be necessary for the safety of the citizens, to divert or detour traffic from the area of excavations, Grantee shall have the power to do so by giving notice to Grantor at the time of application for the permit to make such excavation or at the time such necessity becomes known to Grantee. (Ord. No. 230.)



4.08.14 Responsibilities of Grantee The Grantee shall do no injury to any highway, road, street, avenue, alley, lane, bridge, stream or water course, park or public place, except as specifically allowed, nor with any public or private sewer or drainage system or water lines now or hereafter laid or constructed by the said city or by any authorized person or corporation, but no sewer or water pipes, electric conduits, telephone or TV cables shall be so laid as to interfere unnecessarily with any gas main or pipes which shall have been laid prior to the time of the laying of such electric conduit, telephone and TV cables, sewer or water pipes. The Grantee shall fully indemnify and save harmless the city from any and all claims for damage for which said city shall or might be made or become liable by reason of the granting of the franchise or any negligence or carelessness on the part of said Grantee or because of any act or omission or the Grantee in the construction and operation of its system of mains and pipes. (Ord. No. 230)

4.08.15 Information, definitions The Grantee shall furnish promptly to the proper authorities any and all information which may be asked for by them in regard to the size, location or depths of any of the pipes, mains, conduits or service pipes in any form whatsoever and any other information in regard to its occupation of roads, highways, streets, avenues or public grounds of said city which they may demand. Whenever the word "Grantee" occurs in this ordinance, it shall mean and it shall be understood to be the Arkansas Western Gas Company, its successors, lessees or assigns and whenever the words "authorities" or "proper authorities" occur in this franchise, they shall mean and shall be understood to mean the authorized officer or officers, committee or board representing the city of Clarksville, Arkansas, or Grantor. (Ord. No. 230)

4.08.16 Rates The rates which are to be charged by Grantee for natural gas service to retail customers hereunder shall be those rates which now lawfully approved or prescribed and as may from time to time be amended in accordance with law or by any regulatory authority having jurisdiction thereof. (Ord. No. 230)

4.08.17 Tax Beginning April 1, 1981, and thereafter during the life of this franchise, the Grantee shall pay to the city of Clarksville each quarter, a franchise or privilege tax in and amount equal to four percent (4%) of the preceding quarter's gross residential, commercial and industrial gas revenues as paid to Grantee by all residential, commercial and industrial customers served by Grantee in the city of Clarksville. Grantor shall have the right to examine and verify, from the records of the Grantee, any data relating to the gross revenues of Grantee from customers on

which said tax is due. In the event of a controversy between the Grantor and Grantee as to the amount of gross revenues received by Grantee in the city of Clarksville, upon which said tax is due, Grantor shall have the option to refer said controversy to the Arkansas Public Service Commission, or other regulatory agency having jurisdiction over the Grantee or to pursue any and all other legal and equitable remedies available to Grantor. (Ord. No. 230)

4.08.09 In lieu of other payments Said tax shall be paid in lieu of all other taxes, licenses, charges, fees or impositions except general licenses of permit fees, special millage taxes, general ad valorem taxes and other general taxes or fees applicable to all citizens, taxpayers and business enterprises. Provided, that nothing herein shall be construed as an abandonment, relinquishment or waiver of the taxing authority of the city of Clarksville under the laws of the state of Arkansas. (Ord. No. 230)

**CHAPTER 4.12**

**TELEPHONE PRIVILEGES**

Sections:

- 4.12.01 Authority granted for operation of telephone system
- 4.12.02 Grantee responsibilities
- 4.12.03 Grantee responsibilities
- 4.12.04 Standards for work
- 4.12.05 Maintenance of equipment
- 4.12.06 Not an exclusive right
- 4.12.07 Tax
- 4.12.08 In lieu of other charges
- 4.12.09 Contract

4.12.01 Authority granted for operation of telephone system The city of Clarksville, Arkansas, (hereinafter called Grantor) hereby grants to the continental Telephone Company of Arkansas, its

successors and assigns, (hereinafter called Grantee), the right, privilege and authority to construct, maintain and operate its poles, posts, cables, wires and all other necessary overhead apparatus on, over and along; and its conduits, ducts, mains, pipes, cables, wires, manholes, distributing poles and all other necessary underground appliances on, in, under and through the streets, alleys, avenues, roads, highways and other public grounds belonging to or under the control of Grantor so as to provide, furnish, transmit and sell telephone services to the inhabitants and residents of the city of Clarksville, Arkansas. (Ord. No. 99, Sec. 1.)

4.12.02 Grantee responsibilities Grantee shall at all times, and does by the acceptance hereof, agree to provide to the inhabitants of the city of Clarksville, full, reliable, adequate and reasonable telephone service as a public utility, comparable to or exceeding the normal and usual services provided by other utilities engaged in the providing of telephone services in this area. Should the quality of service provided by Grantee fail at any time to meet or exceed the normal and usual standards for companies engaged in the providing of like telephone services, or fail to meet the standards of service which any other person, entity or company demonstrates that it is willing and ready to meet in the city of Clarksville, the franchise herein granted shall immediately terminate and be of no further force or effect and Grantor shall thereafter be free to grant similar right and franchise, either exclusive or competitive with Grantee, as Grantor shall elect, to any other person, company or entity as Grantor in its ole discretion shall deem to be in the best interest of its citizens. (Ord. No. 99, Sec. 2.)

4.12.03 Grantee responsibilities All poles, posts and other overhead apparatus and all conduits, pipes, cables and other underground structures and appliances shall be so located that they will not interfere with the safety, use or convenience of any other public use of the street, alley or other public area; Grantee shall comply with all ordinances in regard to the obtaining of permits and posting of bonds before cutting, opening or excavating any street, alley or other public way, and in installing and maintaining its system and facilities, shall not cut, open, encumber or obstruct any more of any street, alley, or other public place than shall be necessary to enable Grantee to perform essential and required construction, repairs and maintenance with reasonable economy and efficiency with due consideration for the safety, convenience and economy of Grantor and its inhabitants; nor shall Grantee permit such opening, excavation or encumbrance to remain for any longer period than shall be necessary to do the work for which said opening shall have been made, provided, that Grantee shall have adequate personnel, equipment and supplies available to promptly complete such work and close such opening without interruption or delay. (Ord. No. 99, Sec. 3.)

4.12.04 Standards for work All work done in the city of Clarksville under the provisions of this ordinance shall be subject to the supervision of the Street Superintendent of the city of Clarksville or other representative as may be designated by the

City Council. Grantee shall replace and properly relay any sidewalk, curb and gutter or pavement displaced or damaged by Grantee in the construction, repair or maintenance of its system as may be directed by the Street Superintendent or other representative of Grantor and shall post a bond as provided by ordinance to secure Grantor against loss or expense by reason thereof. (Ord. No. 99, Sec. 4.)

4.12.05 Maintenance of equipment Grantee shall maintain all poles, cables, wires, conduits, ducts, mains, pipes, manholes, distributing poles and all other apparatus erected or constructed under the provisions of this ordinance, in good and safe order and condition; and shall at all times fully indemnify, protect and save, harmless the city of Clarksville from and against all loss and expenditures arising from the erection, construction and maintenance of its system in said city, or from its neglect or failure to maintain the said apparatus in good and safe order and condition. (Ord. No. 99, Sec. 5.)

4.12.06 Not an exclusive right Nothing in this ordinance shall be construed to grant unto the said Continental Telephone Company of Arkansas any exclusive right or privilege or to prevent a grant of similar privileges to other companies. (Ord. No. 99, Sec. 6.)

4.12.07 Tax Beginning April 1, 1981, and thereafter during the life of this franchise, the Grantee shall pay to the city of Clarksville each quarter, a franchise or privilege tax in an amount equal to four and one-half percent (4½%) of the preceding quarter's basic local service excluding extension, terminal equipment, toll, yellow pages and other miscellaneous equipment revenues within the city of Clarksville. Grantor shall have the right to examine and verify, from the records of the Grantee, any data relating to the basic revenues of Grantee from customers on which said tax is due. In the event of a controversy between the Grantor and Grantee as to the amount of basic revenues received by Grantee in the city of Clarksville, upon which said tax is due, Grantor shall have the option to refer said controversy to the Arkansas Public Service Commission, or other regulatory agency having jurisdiction over the Grantee or to pursue any and all other legal and equitable remedies available to Grantor. (Ord. No. 101, Sec. 1.)

4.12.08 In lieu of other charges Said tax shall be paid in lieu of all other taxes, licenses, charges, fees or impositions except general licenses of permit fees, special millage taxes, general ad valorem taxes and other general taxes or fees applicable to all citizens, taxpayers and business enterprises. Provided, that nothing herein shall be construed as an abandonment, relinquishment or waiver of the taxing authority of the city of Clarksville under the laws of the state of Arkansas. (Ord. No. 99, Sec. 8.)

4.12.09 Contract Upon written acceptance by Grantee, this ordinance shall constitute a contract between Grantor and the Grantee and its successors and assigns. (Ord. No. 99, Sec. 9.)

## CHAPTER 4.16

### CABLE TELEVISION

Sections:

4.16.01	Short title
4.16.02	Definitions
4.16.03	Grant of authority
4.16.04	Compliance with applicable laws and ordinances
4.16.05	Territorial area involved
4.16.06	Franchise terms
4.16.07	Franchise non-exclusive
4.16.08	Written notice
4.16.09	Repair of streets and property
4.16.10	Notice of rate increases or service modification
4.16.11	Damages and defenses
4.16.12	Liability insurance
4.16.13	City's right to revoke
4.16.14	Revocation procedures
4.16.15	Removal upon revocation
4.16.16	Force majeure
4.16.17	Maps
4.16.18	Service area
4.16.19	Relocation of system facilities
4.16.20	Service and public facilities
4.16.21	Franchise payment to city
4.16.22	Unauthorized connections or modifications
4.16.23	Severability
4.16.24	Passage and effective date
4.16.25	Modifications
4.16.26	Fee payments
4.16.27	Service standards

4.16.01 Short title This ordinance shall be known and cited as The City of Clarksville Cable Television Franchise Ordinance. Within this document it shall also be referred to as “this Franchise” or “The Franchise Agreement.” (Ord. No. 310, Sec. I.)

4.16.02 Definitions For the purpose of this Franchise Agreement, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

**City** means the city of Clarksville, a city in Johnson County, state of Arkansas. The City Council is the authority of the city.

**Force majeure** means a strike, acts of God, acts of public enemies, orders of any kind of a government of the United States of America or of the state of Arkansas or any of their departments, agencies, political subdivision, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, tornadoes, volcanic activities, storms, floods, washouts, droughts, civil confluent, vaults, manholes, amplifiers, appliances, attachments and other property as may be ordinarily necessary and pertinent to a system.

**System** means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide cable television service which includes video programming and which is provided to multiple subscribers within the city. (Ord. No. 310, Sec. II.)

**Gross receipts** means all service fees, installation charges and all other fees or charges collected by the Grantee from the subscribers of the system. Gross receipts shall include but not be limited to the following services:

- A. Basic service
- B. Standard service
- C. Pay television service
- D. Pay per view service
- E. Subscriber equipment charges

Gross receipts shall not include:

- A. Uncollected revenue (bad debt)
- B. Excise taxes
- C. Sales taxes or any other taxes or fees, including franchise fees, which are imposed on the Grantee or any subscriber by any governmental unit and collected by the Grantee for such governmental unit.

**Person** means any corporation, partnership, proprietorship or organization authorized to do business in the state of Arkansas or any natural person.

**Public property** means any real property other than a street owned b any governmental unit.

**Street** means the surface of and the space above and below any street, road, highway, freeway, lane, path, way, alley, court, sidewalk, boulevard, parkway, drive or any public easement or right-of-way now or hereafter held by the city of Clarksville, Arkansas, which shall entitle Grantee to the use thereof for the purpose of installing or transmitting over poles, wires, cables, conductors, ducts, confluent, vaults, manholes, amplifiers, appliances, attachments and other property as may be ordinarily necessary and pertinent to a system.

**System** means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide cable television service which includes video programming and which is provided to multiple subscribers within the city.

4.16.13 Grant of authority

- A. For the purposes of constructing, operating and maintaining a system in the city, Grantee may erect, install, construct, repair, replace, relocate reconstruct and retain in, on, over, under, upon, across and along the streets within the city such lines, cables, conductors, ducts, confluent, vaults, manholes, amplifiers, appliances, pedestals, attachments and other operating equipment as are necessary and pertinent to the operation of the system.
- B. Such system shall be located and maintained so as not to endanger or interfere with the lives or property of persons or the public or as to interfere with any improvements the city has made or may deem proper to make or to hinder unnecessarily or obstruct the free use of streets, alleys, bridges and other public property.
- C. Construction and maintenance of the system, including house connections, shall be in accordance with the provisions of the National Electrical Safety Code prepared by the National Bureau of Standards, the National Electrical Code of the National Board of Fire Underwriters and such applicable ordinances and regulations of the city of Clarksville affecting electrical installations which may presently be in effect or may be enacted by the city of Clarksville.
- D. Installation and house-drop hardware shall be uniform throughout the city except the Grantee shall be free to change its hardware and installation procedures as improvements therein are developed and except where changes are permitted or required by regulations and ordinances of the city of Clarksville presently in effect or which may be enacted hereafter.
- E. Nothing in this agreement shall amend, alter or replace the agreement made effective January 1, 1073, between Clarksville Light & Water Company and Warner Cable of Clarksville, predecessor of Time Warner Entertainment company, L.P. (Ord. No. 310, Sec. III.)

4.16.04 Compliance with applicable laws and ordinances This franchise is granted pursuant to the terms and conditions contained herein. Grantee's rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety and welfare of the public. Grantee shall comply with all applicable general laws and ordinances enacted by the City pursuant to the power. (Ord. No. 310, Sec. IV.)

4.16.05 Territorial area involved This franchise is granted for the territorial boundary of the city. In the event of annexation by the city, any new territory shall become part of the area covered. (Ord. No. 310, Sec. V.)

4.16.06 Franchise terms

- A. This franchise shall commence upon the effective date of this ordinance and shall expire ten (10) years thereafter unless renewed, revoked or terminated sooner as herein provided, or extended according to (B) below.
- B. In lieu of renewal, this franchise may be extended by the City for an additional term of ten (10) years upon written request by Grantee within six (6) months of the expiration of the franchise. Grantee shall confirm its request that it still possesses the fiscal and technical capability to operate a system in the City pursuant to the terms and conditions herein. Approval of Grantee's extension request shall not be unreasonably withheld by the City.
- C. This franchise shall be renewed in accordance with applicable state and federal law. (Ord. No. 310, Sec. VI.)

4.16.07 Franchise non-exclusive The franchise granted herein is non-exclusive. The City specifically reserves the right to grant, at any time, one or more additional franchises for a system throughout the City in accordance with state and federal law and under substantially the same terms and conditions as contained herein. (Ord. No. 310, Sec. VII.)

4.16.08 Written notice All notices or demands required to be given under this franchise agreement shall be deemed to be given when delivered personally to the persons designated below or upon the date actually received as evidenced by registered or certified mail receipt addressed as follows:

If to the city: City of Clarksville, P.O. Box 409, Clarksville AR 72830

If to the Grantee: Time Warner Cable Communications, P.O. Box 6929, Englewood, CO 80155-6929

Attn: Director of Government Affairs and Warner Cable Communications  
1101 North El Paso, P.O. Box 864, Russellville AR 72801

Attn: System General Manager (3)

Such addresses may be changed by either party upon notice to the other party given as provided in this section. (Ord. No. 310, Sec. VIII.)



#### 4.16.09 Repair of streets and property

- A. Wherever the Grantee shall take up or disturb any pavement, sidewalk or other improvement of any street, avenue, alley, or other public place, the same shall be replaced or repaired and the surface restored in compliance with City's specifications within forty-eight (48) hours after completion of the Grantee's work. Upon failure of the Grantee to make such restoration within such time or begin such restoration within such time, if the restoration cannot be made within such time or upon the Grantee's delay of more than twenty-four (24) hours in the continuation of a restoration begun, the City may serve upon the Grantee notice of the City's intent to cause the restoration to be made, and unless the Grantee within twenty-four (24) hours after receipt of such notice begin or resume the proper restoration to be made, the City may cause the proper restoration to be made, including the removal of excess dirt, and the expense of same shall be paid by Grantee upon demand by the City.
- B. The Grantee shall at all times comply with any and all rules and regulations which the City has made or may make to apply to the public generally with reference to the removal or replacement of pavements and to excavations in streets and other public places not inconsistent with their use for the purposes contemplated by this ordinance. During the course of any work or repairs conducted by Grantee. Grantee shall at all times erect adequate barriers, fences, boardings, signals and other safety devices for the protection of the public. (Ord. No. 310, Sec. IX.)

4.16.10 Notice of rate increases or service modification Prior to implementing any rate increase or service modification, Grantee shall give the following notice:

- A. At least twenty (10) days' advance written notice to the City; and
- B. At least twenty (20) days' advance notice to subscribers.  
(Ord. No. 310, Sec. X.)

#### 4.16.11 Damages and defenses

- A. Grantee shall at all times indemnify and hold the City harmless from all claims, actions, suits, liability, loss, expenses or damages of every kind and description, including reasonable attorney's fees, which may accrue to or be suffered or claimed by any person or persons arising out of the negligence and alleged contractual dispute of the Grantee in the ownership, construction, repair, replacement, operation and maintenance of the system and by reason of license, copyright, property right or patent of any article or system used in the construction or operation of said system, provided the City gives the Grantee prompt notice of any such claims, actions and suits, without limitation, in writing as provided herein.

- B. In order for the City to assert its rights to be indemnified and held harmless, the City must:
1. Promptly notify Grantee of any claim or legal proceeding which gives rise to such right;
  2. Afford Grantee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and
  3. Fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto. (Ord. No. 310, Sec. XI.)

4.16.12 Liability insurance

- A. Grantee shall maintain, throughout the term of this franchise agreement, liability insurance insuring the city and the Grantee with regard to all damages mentioned in Section XII above in the following minimum amounts:
1. Two Million Dollars (\$2,000,000.00) for all other types of liability.
  2. Two Million Dollars (\$2,000,000.00) for all other types of liability.
- B. Upon request of the City, Grantee shall furnish to the city satisfactory evidence that an insurance policy has been obtained and is in full force and effect. (Ord. No. 310, Sec. XII.)

4.16.13 City's right to revoke In addition to all other rights which the City has pursuant to law or equity, the City reserves the right to revoke, terminate or cancel this franchise and all rights and privileges pertaining thereto in the event that:

- A. Grantee violates any material provision of this franchise agreement; or
- B. Grantee practices any fraud upon the City or any subscriber; or
- C. Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt. (Ord. No. 310, Sec. XIII.)

4.16.14 Revocation procedures

- A. The City shall notify the Grantee of its intention to revoke, terminate or cancel this franchise. The written notice shall describe in reasonable detail the specific violation so as to afford Grantee an opportunity to remedy the violation.

- B. Grantee shall have ninety (90) days subsequent to receipt of the notice in which to correct the violation before the City may formally revoke, terminate or cancel this franchise. Grantee may, within thirty (30) days of receipt of the notice, notify the City that there is a dispute as to whether a violation has, in fact, occurred. Such notice by Grantee to the City shall stay the ninety (90) day period described above.
- C. The City shall hear Grantee's dispute and shall determine whether a default or violation by Grantee has occurred. In the event the City shall determine that a default or violation has occurred the City shall supplement the decision with written findings of fact.
- D. If after hearing the dispute Grantee has been found to be in default, Grantee shall then have ninety (90) days from such a determination to remedy the violation or failure. At any time after that ninety (90) day period the City may, by formal action at a public hearing affording reasonable notice and opportunity for Grantee to be heard, revoke, terminate or cancel this franchise. (Ord. No. 310, Sec. XIV.)

4.16.15 Removal upon revocation Upon the revocation of this franchise as herein provided, Grantee shall remove all of its above-ground attachments and wires from poles used as authorized herein. (Ord. No. 310, Sec. XV.)

4.16.16 Force majeure If by reason of a force majeure any party is unable in whole or in part to carry out its obligations hereunder, that party shall not be deemed to be in violation of default during the continuance of such inability. (Ord. No. 310, Sec. XVI.)

4.16.17 Maps Upon the request of the City, Grantee shall maintain on file with the city a true and accurate map or set of maps showing all system equipment installed and in place in streets and other public places. (Ord. No. 310, Sec. XVII.)

4.16.18 Service area

- A. Residents in those areas with an average density of at least twenty-five (25) homes per aerial mile or twenty-five (25) homes per underground mile, as measured from the nearest point of usable trunk, shall be provided service upon payment of the standard installation charge and applicable monthly fees; except that installations requiring underground drops or aerial drops in excess of one hundred and fifty (150) feet shall be considered a non-standard installation to be charged at Grantee's actual cost of installation.
- B. Service to home not meeting those density requirements above shall be provided on a time plus material basis. (Ord. No. 310, Sec. XVIII.)

4.16.19 Relocation of system facilities

- A. For public works Whenever because of public necessity or the welfare of the public generally, the City shall elect to change or alter the grade of any street, alley, or public way, or to sell or vacate any street, alley, easement or public way, or to construct or re-construct facilities and other public improvements, Grantee shall, after forty-five (45) days' prior written request from the City, remove, relay and relocate its poles, wires, cables, conduits, and other fixtures at its own expense.
- B. Temporary relocation Grantee shall, upon the request of the city of Clarksville, Arkansas, or any person holding a building, moving or demolition permit issued by the City, temporarily raise, lower, relay, relocate or remove its wires, cables, and other facilities, to accommodate the moving or demolition of the building, as the Grantee shall determine. The expense of such temporary relocation of Grantee's facilities shall be paid by the person requesting the same, except in the case where the City is moving or demolishing a building without issuing of a permit, and Grantee shall have the authority to establish the reasonable cost of such changes and require such payment in advance. Grantee shall be given no less than fifteen (15) days' advance written notice to arrange for such temporary changes. (Ord. No. 310, Sec. XIX.)

4.16.20 Service to public facilities

- A. Upon the request of the City, any law enforcement agency of the City or any public elementary or secondary school facility, Grantee shall provide one (1) cable extension to the exterior of any building housing the requesting party, free of charge for installation and monthly basic service, provided the building is readily serviceable and located within one hundred fifty (150) feet of Grantee's distribution system.
- B. The cost of installing service to the interior of said buildings shall be free for one (1) outlet. The cost of any extra interior wiring of additional outlets, shall be determined by Grantee according to the amount of labor and materials required to install the number of service outlets requested. The requesting party shall reimburse Grantee for the reasonable cost of labor and materials to wire such interior extensions. (Ord. No. 310, Sec. XX.)

4.16.21 Franchise payment to city

- A. In consideration of the rights herein granted, and as compensation to the city of Clarksville for use of its streets, alleys, easements and other public places, and in lieu of any occupational or license tax, or any other utility tax, the Grantee shall pay to the City an amount equal to three percent (3%) of Grantee's gross annual receipts. Payments shall be made quarter-annually, and shall be due and payable not later than thirty (30) days after the last day of each calendar quarter.

- B. Should federal law permit the payment of franchise fees according to a higher percentage of gross annual receipts, the City may decide to increase the percentage of franchise fee payment, not to exceed the maximum allowed by federal law, at the end of each calendar year. Grantee shall begin paying the new franchise fee percentage upon ninety (90) days' advance written notice from the City.
- C. For the purpose of verifying the accuracy of the amount of said fees, the duly authorized agent of the City shall have the right to examine Grantee's receipt records at Grantee's place of business upon reasonable notice. The records of Grantee shall be closed to the City three (3) years after the anniversary date thereof, and after an examination of such records has been made by the City. (Ord. No. 310, Sec. XXI.)

4.16.22 Unauthorized connections or modifications

- A. It shall be unlawful for any person, without the expressed consent of the Grantee to make any connection, extension, or division, whether physically, acoustically, inductively, electronically or otherwise with or to any segment of the system for any purpose whatsoever.
- B. It shall be unlawful for any person, to willfully interfere, tamper, remove, obstruct or damage any part, segment or content of the system for any purpose whatsoever.
- C. It shall be unlawful for any person to construct, operate or maintain a system without having first applied for and received a franchise from the City. (Ord. No. 310, Sec. XXII.)

4.16.23 Severability If any term, condition or section of this franchise agreement or the application thereof to by person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or section to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this franchise and all the terms, conditions and sections hereof shall, in all other respects, continue to be effective and to be complied with. Nothing contained in this franchise agreement shall require Grantee to violate or waive its First Amendment rights or any statute, regulation, rule or decision of any federal, state or local governmental entity, agency or court having jurisdiction. (Ord. No. 310, Sec. XXIII.)

4.16.24 Passage and effective date This franchise agreement, having been published s required, shall take effect and be in force from and after thirty (30) days following its final passage and approval. (Ord. No. 310, Sec. XXIV.)

4.16.25 Modifications The terms and conditions contained in the franchise agreement shall not be deemed to be modified by course of conduct of any party. All modifications to the terms and conditions of this agreement shall be in writing. (Ord. No. 310, Sec. XV.)

4.16.26 Fee payments Payment of Grantee's franchise fee under this agreement shall not be deemed to excuse Grantee from payment of any business or occupation tax which may in the future be imposed by the City or an ad valorem taxes assessed with respect to the real or personal property of the Grantee by the City. (Ord. No. 310, Sec. XVI.)

4.16.27 Service standards

- A. That Grantee shall meet the Federal Communications Commission (FCC) Customer Service Standards as promulgated by 1992 Cable Act.
- B. Grantee agrees to maintain a local payment center and service technician for the duration of this agreement. (Ord. No. 310, Sec. XVII.)

**CHAPTER 4.20**

**TAX ON PRIVATE CLUBS**

Sections:

4.20.01 City tax levied

4.20.01 City tax levied All private clubs within the city of Clarksville, Arkansas, serving alcoholic beverages shall pay to the city a supplemental tax equal to one-half (1/2) of the amount paid to the state. Proceeds from this tax shall be deposited into the city's General Fund.

## CHAPTER 4.22

### NET METERING

#### Sections:

- |         |   |
|---------|---|
| 4.22.01 | Definitions   |
| 4.22.02 | General provisions  |
| 4.22.03 | Net metering requirements   |
| 4.22.04 | Interconnection of net metering facilities to existing electric power systems |
| 4.22.05 | Interconnection agreement terms and conditions                                |

#### 4.22.01 Definitions

**Billing period** The billing period for net metering will be the same as the billing period under the customer's applicable standard rate schedule.

**Biomass facility** A facility that may use one or more organic fuel sources that can either be processed into synthetic fuels or burned directly to produce steam or electricity, provided that the resources are renewable, environmentally sustainable in their production and use, and the process of conversion to electricity results in a net environmental benefit. This includes, but is not limited to, dedicated energy crops and trees, agricultural food and feed crops, agricultural crop wastes and residues, wood wastes and residues, aquatic plants, animal wastes, and other accepted organic, renewable waste materials.

**Commercial customer** A customer served under utility's standard rate schedule applicable to commercial service.

**Commission** The Arkansas Public Service Commission.

**Electric utility** Clarksville Light & Water engaged in the business of supplying electric energy to the ultimate customer. Utility is an interchangeable term.

**Fuel cell facility** A facility that converts the chemical energy of a fuel directly to direct current electricity without intermediate combustion or thermal cycles.

**Geothermal facility** An electric generating facility in which the prime mover is a steam turbine. The steam is generated in the earth by heat from the earth's magma.

**Hydroelectric facility** An electric generating facility in which the prime mover is a water wheel. The waterwheel is driven by falling water.

**Micro turbine facility** A facility that uses a small combustion turbine to produce electricity.

**Net metering** Measuring the difference between electricity supplied by an electric utility and the electricity generated by a net metering customer and fed back to the electric utility over the applicable billing period.

**Net metering facility** A facility for the production of electrical energy that:

- A. Uses solar, wind, hydroelectric, geothermal or biomass resources to generate electricity including, but not limited to, fuel cells and micro turbines that generate electricity if the fuel source is entirely derived from renewable resources; and,
- B. Has a generating capacity of not more than twenty-five (25) kilowatts for residential or three hundred (300) kilowatts for non-residential use; and,
- C. Is located in Clarksville; and,
- D. Can operate in parallel with an electric utility's existing transmission and distribution facilities; and,
- E. Is intended primarily to offset part or all of the net-metering customer requirements for electricity; or,
- F. Is designated as eligible for net metering service pursuant to A.C.A. 23-18-604(B)(3).

**Net excess generation** The amount of electricity that a net metering customer has fed back to the electric utility that exceeds the amount of electricity used by that customer during the billing process.

**Parallel operation** The operation of on-site generation by a customer while the customer is connected to the utility's distribution system.

**Residential customer** A customer served under the utility's standard rate schedules applicable to residential service.

**Solar facility** A facility in which electricity is generated through the collection, transfer and or storage of the sun's heat or light.

**Wind facility** A facility in which an electric generator is powered by a wind-driven turbine. (Ord. No. 2015-740, Sec. 1.)



4.22.02 General provisions The following policy provisions are hereby adopted in order to establish rules and procedures allowing net energy metering and interconnections to the Clarksville Light & Water electric utility. (Ord. No. 2015-740, Sec. 2.)

4.22.03 Net metering requirements

- A. Electric utility requirements The Clarksville Electric Utility which offers residential, commercial electrical service or industrial service shall allow net metering facilities to be interconnected using an approved meter capable of registering the flow of electricity in two (2) directions.
- B. Metering requirements
1. Metering equipment shall be installed to both accurately measure the electricity supplied by the electric Utility to each net-metering customer and also to accurately measure the electricity generated by each net-metering Customer that is fed back to the electric Utility over the applicable billing period. Non-residential meters must be capable of measurement of demand.
  2. Accuracy requirements for both forward and reverse registration modes shall be as defined in the Arkansas Public Service Commission's special rules – electric. A test to determine compliance with this accuracy requirement shall be made by the Utility either before or at the time the net metering facility is placed in operation in accordance with these rules.
  3. Customer will pay the difference between a standard meter used by Clarksville Light & Water for the class of Customer and the required meter outlined above.
- C. Billing for net metering
1. On a monthly basis, the net metering Customer shall be billed the charges applicable under the currently effective standard rate schedule and any appropriate rider schedules. Under net metering, only the kilowatt-hour (kWh) units of a Customer's bill are affected.
  2. If the kWh's supplied by the electric Utility exceeds the kWh's generated by the net metering facility and fed back to the electric Utility during the billing period, the net metering Customer shall be billed for the net kWh's supplied by the electric Utility in accordance with the rates and charges under the Customer's standard rate schedule.

3. If the kWh's generated by the metering facility and fed back to the electric Utility exceeds the kWh's supplied by the electric Utility to the net metering Customer during the applicable billing period, the Customer shall not receive any compensation from the Utility for such net metering excess delivered kWh's during the billing period, but shall be credited with any excess net accumulation in the next billing period. Any net excess credit remaining at the end of the calendar year will be credited back at the electric utilities average cost per kWh of purchased power the previous fiscal year (fiscal year October 1 to September 30). Any amount in excess of that shall expire at the end of the calendar year. (Ord. No. 205-740, Sec. 3.)

#### 4.22.04 Interconnection of net metering facilities to existing electric power systems

##### A. Requirements for initial interconnection of a net metering facility

1. A net metering customer shall execute a Standard Interconnection Agreement for Net Metering Facilities (Appendix A) prior to interconnection with the Utility's facilities.
2. A net metering facility shall be capable of operating in parallel and safely commencing the delivery of power into the Utility system at a single point of interconnection. To prevent a net metering Customer from back-feeding a de-energized line, a net metering facility shall have a visibly open, lockable, manual disconnect switch which is accessible by the electric utility and clearly labeled.
3. The Customer shall submit a Standard Interconnection Agreement to the electric Utility at least thirty (30) days prior to the date the Customer intends to interconnect the net metering facilities to the Utility's facilities. The Standard Information, Sections 1 through 4 of the Standard Interconnection Agreement must be completed for the notification to be valid. The Customer shall have all equipment necessary to complete the interconnection prior to such notification. If mailed, the date of notification shall be the third day following the mailing of the Standard Interconnection Agreement. The electric Utility will provide a copy of the Standard Interconnection Agreement to the customer upon request.
4. Following notification by the customer as specified in (3), the utility shall review the plans of the facility and provide the results of its review to the customer within thirty (30) days. Any items that would prevent parallel operation due to violation of safety standards and/or power generation

limits shall be explained along with a description of the modifications necessary to remedy the violations.

5. The net metering facility, at the net metering customer's expense, shall meet safety and performance standards established by local and national Electrical Codes including the National Electrical Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), the National Electrical Safety Code (NESC), and Underwriters Laboratories (UL), and shall be inspected annually by the customer or his/her professional installer.
6. The net metering facility at the net metering customer's expense shall meet all permitting, safety and performance standards adopted by the utility and pursuant to these rules that are necessary to assure safe and reliable operation of the net metering facility to the utility's system. At any time if a safety inspection reveals or the utility identifies an unsafe condition at the net metering facility, said customer and the City Inspector will be notified and at the customer's expense a licensed installer shall be secured to complete the necessary repairs as soon as practical. If the City Electrical Inspector deems immediate repair, a necessity to remain operational, said net metering facility shall be switched off until the owner has made satisfactory repairs.

- B. Requirements for modifications or changes to a net metering facility  
Modifications or changes made to a net metering facility shall be evaluated by the electric utility prior to being made. The net metering customer shall provide detailed information describing the modifications or changes to the electric utility in writing prior to making the modifications to the net metering facility. The utility shall review the proposed changes to the facility and provide the results of its evaluation to the customer within thirty (30) days of receipt of the customer's proposal. Any items that would prevent parallel operation due to violation of applicable safety standards and/or power generation limits shall be explained along with a description of the modifications necessary to remedy the violations.
- C. Requirement for new customer at location to comply with regulation When an existing net metering customer leaves Clarksville's service, the new customer at that address will be required to comply with the rules as a new customer and new service. (Ord. No. 2015-740, Sec. 4.)

4.22.05 Interconnection agreement terms and conditions This Interconnection Agreement for Net Metering Facilities (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 20 \_\_, by Clarksville Light & Water (“Utility”) and \_\_\_\_\_ (“Customer”), a \_\_\_\_\_ (specify whether corporation or other), each hereinafter sometimes referred to individually as “Party” or collectively as the “Parties.” In consideration of the mutual covenants set forth herein, the Parties agree as follows:

- A. The net metering facility The net metering facility meets the requirements of A.C.A. 23-18-603(5) and the electric Utility’s net metering rules.
- B. Governing provisions The parties shall be subject to the provisions of A.C.A. 23-18-604 and the terms and conditions set forth in this Agreement, the net metering rules and the Utility’s applicable rates.
- C. Interruption or reduction of deliveries The Utility shall not be obligated to accept and may require Customer to interrupt or reduce deliveries when necessary in order to construct, install, repair, replace, remove, investigate or inspect any of its equipment or part of its system, or if it reasonably determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure or compliance with prudent electrical practices. Whenever possible, the Utility shall give the Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required. Notwithstanding any other provision of this Agreement, if at any time the Utility reasonably determines that either the facility may endanger the Utility’s personnel or other persons or property or the continued operation of the Customer’s facility may endanger the integrity or safety of the Utility’s electric system, the Utility shall have the right to disconnect and lock out the Customer’s facility from the Utility’s electric system. The Customer’s facility shall remain disconnected until such time as the Utility is reasonably satisfied that the conditions referenced in this section have been corrected.
- D. Interconnection Customer shall deliver the as-available energy to the Utility at the Utility’s meter.
  - 1. Utility shall furnish and install a meter capable of net metering. Customer shall install a Utility furnished meter socket for the Utility’s meter and any related interconnection equipment per the Utility’s technical requirements, including safety and performance standards.
  - 2. The Customer shall submit a Standard Interconnection Agreement to the electric Utility at least thirty (30) days prior to the date the Customer intends to interconnect the net metering facilities to the Utility’s facilities.

The Standard Information, Section (A) through (D) of the Standard Interconnection Agreement must be completed for the notification to be valid. The Customer shall have all equipment necessary to complete the interconnection prior to such notification. If mailed, the date of notification shall be the third day following the mailing of the Standard Interconnection Agreement. The electric Utility shall provide a copy of the Standard Interconnection Agreement to the Customer upon request.

3. Following notification by the Customer as specified in requirements for initial interconnection, the Utility shall review the plans of the facility and provide the results of its review to the Customer within thirty (30) calendar days. Any items that would prevent parallel operation due to violation of applicable safety standards and/or power generation limits shall be explained along with a description of the modifications necessary to remedy the violations.
4. To prevent a net metering Customer from back-feeding a de-energized line, the Customer shall install a manual disconnect switch with lockout capability that is accessible to Utility personnel at all hours.
5. Customer at his own expense shall meet all safety and performance standards established by local and national Electrical Codes including the National Electrical Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), the National Electrical Safety code (NESC), and Underwriters Laboratories (UL).
6. Customer shall not commence parallel operation of the net metering facility until the net metering facility has been inspected and approved by the Utility. Such approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Utility's approval to operate the Customer's net metering facility in parallel with the Utility's electrical system should not be construed as an endorsement, confirmation, warranty, guarantee, or representation concerning the safety, operating characteristics, durability or reliability of the Customer's net metering facility.
7. Modifications or changes made to a net metering facility shall be evaluated by the Utility prior to being made. The Customer shall provide detailed information describing the modifications or changes to the Utility in writing prior to making the modifications to the net metering facility. The Utility shall review the proposed changes to the facility and provide the results of its evaluation to the Customer within thirty (30) calendar

days of receipt of the Customer's proposal. Any items that would prevent parallel operation due to violation of applicable safety standard and/or power generation limits shall be explained along with a description of the modifications necessary to remedy the violations.

- E. Maintenance and permits The Customer shall obtain any governmental authorizations and permits required for the construction and operation of the net metering facility and interconnection facilities. The Customer shall maintain the net metering facility and interconnection facilities in a safe and reliable manner and in conformance with all applicable laws and regulations. CLW recommends that the Customer have an annual inspection of the net metering facility. At any time CLW may request a professional inspection be completed at the expense of the net metering facility owner. If an inspection is completed, it shall be signed by both the Electrical Inspector and net metering facility owner and filed with Clarksville Light & Water. At any time if a safety inspection reveals, or the Utility identifies an unsafe condition at the net metering facility, said Customer and the City Inspector will be notified and at the Customer's expense a licensed installer shall be secured to complete the necessary repairs as soon as practical. If the City Electrical Inspector deems immediate repair a necessity to remain operational, said net metering facility shall be switched off until the owner has made satisfactory repairs.
- F. Access to premises The Utility may enter the Customer's premises to inspect the Customer's protective devices and read or test the meter. The Utility may disconnect the interconnection facilities without notice if the Utility reasonably believes a hazardous condition exists and such immediate action is necessary to protect persons, or the Utility's facilities, or property of the others from damage or interference caused by the Customer's facilities or lack of properly protective devices.
- G. Indemnity and liability Each party shall indemnify the other party, its directors, officers, agents and employees against all loss, damages expense and liability to third persons for injury to or death of persons or injury to property caused by the indemnifying party's engineering design, construction ownership or operations of, or the making of replacements, additions or betterment to, or by failure of any of such party's works or facilities used in connection with this Agreement by reason of omission or negligence, whether active or passive. The indemnifying party shall on the other party's request defend any suit asserting a claim covered by this indemnity. The indemnifying party shall pay all costs that may be incurred by the other party in enforcing this indemnity. It is the intent of the parties hereto that, where negligence is determined to be contributory, principals of comparative

negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable that party's negligence.

Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to or any liability to any person not a party to this Agreement. Neither the Utility, its officers, agents or employees shall be liable for any claims, demands, costs, losses, causes of action or any other liability of any nature or kind, arising out of the engineering, design construction, ownership, maintenance or operation of, or making replacements, additions or betterment to, the Customer's facilities by the Customer of any other person or entity.

- H. Notices All written notices shall be directed as follows:

Clarksville Light & Water  
Attention: General Manger  
P.O. Box 1807  
400 West Main Street  
Clarksville AR 72830

Customer notices to Utility shall refer to the Customer's electric service account number set forth in Section (A) of this Agreement.

- I. Term of Agreement The term of this Agreement shall be the same as the term of the otherwise applicable standard rate schedule. This Agreement shall remain in effect until modified or terminated in accordance with its terms or applicable regulations or laws.
- J. Assignment This Agreement and all provisions hereof shall inure to and be binding upon the respective parties hereto, their personal representatives, heirs, successors and assigns. The Customer shall not assign this Agreement or any part hereof without the prior written consent of the Utility, and such unauthorized assignment may result in termination of this Agreement. (Ord. No. 2015-740, Sec. 5.)

**CHAPTER 4.24**

**DEALERS IN USED ARTICLES**

Sections:

- 4.24.01 Daily report
- 4.24.02 Inspection of reports
- 4.24.03 Unlawful transactions
- 4.24.04 Penalty
- 4.24.05 Unlawful operations
- 4.24.06 Penalty
- 4.24.07 Definitions

4.24.01 Daily report All pawnbrokers, junk dealers and dealers in second hand articles doing business in the city of Clarksville, Arkansas, are hereby required to keep a daily report



showing fully the name, age, address, sex, driver's license number, color and general physical description of each person who shall have pawned, pledged or sold any article during that day, together with a full description of the article pledged pawned or sold. (Ord. No. 66, Sec. 1.)

4.24.02 Inspection of reports The daily reports required to be kept in 4.24.01 of this ordinance shall be furnished to the Chief of Police upon request. In addition, these reports shall be kept in duplicate; such duplicate reports shall at all times be subject to the inspection of any member of the Clarksville Police Force or the City Attorney. (Ord. No. 66, Sec. 2.)

4.24.03 Unlawful transactions It shall be unlawful for any pawnbroker, junk dealer or dealer in second hand articles, agent or employee, to accept any pawn or pledge or buy from any minor or to knowingly advance any money, or other thing of value, upon the property of a minor, except with the written consent of the parent or guardian of said minor. (Ord. No. 66, Sec. 3.)

4.24.04 Penalty Any person, firm or corporation violating any part of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall pay a fine not to exceed Twenty-Five Dollars (\$25.00) for each offense. Each day after a report is requested by the Chief of Police that any pawnbroker, junk dealer or dealer in second hand articles shall fail, refuse or neglect to furnish such reports as herein provided, or each day such persons or corporations shall refuse to keep or provide a duplicate of said reports for the inspection of the officers named shall constitute a separate offense. (Ord. No. 66, Sec. 4.)

4.24.05 Unlawful operations It shall be unlawful for any person, firm or corporation to locate, own, run or operate junkyard or automobile graveyard, as defined herein within the city limits of Clarksville, Arkansas. This section of this ordinance shall not apply to any such business existing as of April 14, 1980. (Ord. No. 86, Sec. 1.)

4.24.06 Penalty Any person, firm or corporation violating any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in any sum not less than Fifty Dollars (\$50.00), nor more than One Hundred Dollars (\$100.00) each day. Each day that such offense shall continue shall constitute a separate offense and shall be punishable as such. (Ord. No. 86, Sec. 2.)

4.24.07 Definitions As used in this ordinance:

**Automobile graveyard** shall mean any establishment or place of business which is maintained, used or operated for storing, keeping, buying or selling wrecked, scrapped, ruined or inoperable motor vehicles or the parts of bodies from such motor vehicles.

**Junk** means old or scrap copper, brass, aluminum, tin, batteries, paper, trash, rubber, debris and waste or junked or wrecked automobiles or parts thereof or iron, steel of other old or scrap ferrous or non-ferrous materials.

**Junk motor vehicle** shall mean any vehicle which is inoperable, wrecked, scrapped, ruined or damaged so that it is unable to start or move under its own power. Vehicles are excluded from this definition as long as they are registered and bear current license permits.

**Junkyard** shall mean an establishment or place of business which is maintained, used or operated for storing, keeping, buying or selling junk, junk motor vehicles, or for the maintenance and operation of an automobile graveyard.

**Public view** shall mean that an object or objects may be readily seen and their character distinguished by normal unaided vision by observing it from a public thoroughfare or a vehicle on a public thoroughfare, or from private property within the immediate area. (Ord. No. 86, Sec. 3.)

## **CHAPTER 4.28**

### **BUSINESS PERMITS**

Sections:

4.28.01	Definitions
4.28.02	Permit required
4.28.03	Procurement of permit
4.28.04	Application
4.28.05	Non-transferable
4.28.06	Penalties
4.28.07	Display

4.28.01 Definitions The term “person” as used herein shall refer to any sole proprietorship, partnership, corporation, association, firm or other legal entity which engages in, carries on or follows any trade, business, vocation, profession or calling within the city of Clarksville, except such persons who are exempt from payment of occupation taxes and licensing procedures by the laws of the state of Arkansas or the laws of the United States. The terms shall not include self-employed minors eighteen (18) years of age or younger. (Ord. No. 98-375, Sec. 1.)

4.28.02 Permit required It shall be unlawful for any person, firm, individual or corporation, within the city limits of the city of Clarksville to engage in, carry on or follow any trade, business, vocation, profession or calling without first having obtained a permit required for the privilege of engaging in, carrying on or following such trade, business, profession, vocation or calling in said city. (Ord. No. 98-375, Sec. 2.)

4.28.03 Procurement of permit

- A. All permits provided for in this ordinance shall be issued in the office of the City Clerk in the Clarksville City Hall. The permits shall be issued for a term beginning as of January 1, 1999. The city of Clarksville will send notices to all known businesses within the city limits.
- B. Businesses shall be given a 60-day period beginning December 1 through January 31 annually to renew their business license at no charge.
- C. A new business shall have 60 days to make application for a business license at no charge. A business license form shall be completed and turned into the City Clerk's office before a building permit application shall be granted.
- D. Until a business license form is completed and turned into the City Clerk's office, the Clarksville Light and Water Company shall not provide utility service to said business location. Any change in the customer's billing information must be accompanied by a change in the business license from the City Clerk's office.
- E. Any information which changes during the course of the year shall be updated by filing an amendment to the business license from at the City Clerk's office. (Ord. No. 98-375, Sec. 3.)

4.28.04 Application Application for a business license permit under this ordinance shall be made to the city of Clarksville in writing, upon forms to be furnished by the city. Each application shall include, but not be limited to, the following information:

- A. Name of the business and physical address of the business
- B. Mailing address (if different from the physical address)
- C. Business telephone number
- D. Name of business owner
- E. Business owner's home telephone number
- F. Secondary contact person(s)
- G. Secondary contract person(s)' home telephone number(s)
- H. Owner of the building the business is located (if different from the business owner)

- I. Franchise business and franchise business and franchisee
- J. Type of business
- K. Hazardous materials
- L. Proof of Arkansas sales tax permit (if applicable)
- M. If home business, how many rooms are being utilized for this business
- N. Any other information requested by the city of Clarksville

The City Clerk shall maintain an alphabetical list of merchants in the city of Clarksville and other information obtained through the business license. (Ord. No. 98-375, Sec. 4.)

4.28.05 Non-transferable No permit issued under the guidance of this ordinance shall be transferred from one business to another. In the event of a business “change of location,” a new application for a business license shall be obtained from the City Clerk of the city of Clarksville, noting the change in address. (Ord. No. 98-375, Sec. 5.)

4.28.06 Penalties

- A. All businesses will be given an annual sixty (60) day period to renew their business license agreement with the City Clerk’s office at the Clarksville City Hall. Failure to register for a business license by the deadline date of January 31, shall be subject to a Twenty-Five Dollar (\$25.00) penalty made payable to the city of Clarksville.
- B. All new businesses will be given an annual sixty (60) day period in which to submit information provided under this ordinance to the City Clerk’s office at the Clarksville City Hall. Failure to register for a business license by the conclusion of the 60 day notice shall be subject to a Twenty-Five Dollar (\$25.00) penalty made payable to the city of Clarksville.
- C. Thirty (30) days shall be given to the business owner to pay the late fee penalty. If after thirty (30) days, no payment is received by the city of Clarksville, the owner of the business shall be deemed guilty of a misdemeanor and upon conviction in Clarksville District Court, shall be fined in an amount not less than Twenty-Five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00), and each day of violation shall constitute a separate offense.
- D. Any person violating the provisions of this ordinance and/or any person who makes a false affidavit or statement or report to the city as a part of the procedures recognized by this ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not less than Twenty-Five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00), and each day of violation shall constitute a separate offense. (Ord. No. 98-375, Sec. 6.)

4.28.07 Display Each business permit shall be posted in a conspicuous place where such business or corporation is carried on and the holder of such permit shall immediately show the same to any officer of the city upon being requested to do so. The city shall provide a placard to each business submitting an application for a business license in the city of Clarksville. The city of Clarksville shall offer renewal stamps available annually.

Businesses which fail to post the business license placard in a conspicuous place shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount of not less than Twenty-Five Dollars (\$25.00), nor more than Five Hundred Dollars (\$500.00) , and each day of violation shall constitute a separate offense. (Ord. No. 98-375, Sec. 7.)

**CHAPTER 4.32**

**WIRELESS COMMUNICATION FACILITIES**

Sections:

- 4.32.01 Definitions
- 4.32.02 Special use permit application
- 4.32.03 Required information
- 4.32.04 Limitations
- 4.32.05 Conditions
- 4.32.06 Additional requirements
- 4.32.07 Removal of abandoned Wireless Communication Facilities
- 4.32.08 Non-conforming Wireless Communications Facilities
- 4.32.09 Revocation of special Use Permit
- 4.32.10 Penalty
- 4.32.11 Starting time

4.32.01 Definition

**Wireless Communication Facility** A wireless communication facility is defined as any unstaffed facility for the transmission and/or reception of wireless telecommunication services, usually consisting of an Antenna Array, connection cables, an Equipment Facility, and a Support Structure, also known as an antennae or tower, to achieve the necessary elevation. (Ord. No. 2000-409, Sec. 1.)

4.32.02 Special use permit application The application for a special use permit shall be made to the office of the Mayor by the owner or agent of the proposed Wireless Communication Facility. The application shall include four (4) copies of the required site plan. The fee for processing a special use application is Five Hundred Dollars (\$500.00).

The required survey and site plan shall be submitted on paper no larger than twenty-four (24) inches by thirty-six (36) inches and no smaller than twelve (12) inches by twenty-four (24) inches. The site plan shall be drawn to scale of no less than one (1) inch equal twenty (20) feet unless the City Council approves a different scale. The survey and site plan shall, at a minimum, contain the following information.

- A. The land to be included in the proposed land use along with a written legal description of the land.
- B. The location and dimensions of all public right-of-way on or abutting the planned area.
- C. Location of all points of vehicular entrance and exit to the site. The location and dimensions of all existing casements and public improvements within the site.
- D. The location of permanent or temporary structures or proposed structures to be located on the site.
- E. Location of all security fencing around the site.  
(Ord. No. 2000-409, Sec. 2.)

4.30.03 Required information The complete application, including all supportive information, must be received by the Mayor at least thirty (30) working days before the date that work is to commence. The special use application shall contain the following information:

- A. The survey and site plan of the property prepared by a certified land surveyor or registered civil engineer.
- B. The street address or addresses of the entire property.
- C. The present zoning classification of the property, using such words as “residential,” “industrial,” and “commercial” along with the numeral and letters in lieu of letters such as “R-2 MF.”

- D. A description of the proposed special use, including the description of any construction of temporary structures to be erected on the property. This description shall include a scaled site plan containing a scaled elevation view and other supporting drawings, calculations and other documentation showing the location and dimensions of the wireless communication facility and all improvements associated therewith, including information concerning specifications, antenna locations, equipment facility and shelters, landscaping the screening, topography, adjacent uses and existing vegetation. Applicants proposing to collocate on an existing Wireless Communication Facility shall include a Radio Frequency Intermodulation Study with their application.
- E. A copy of the appropriate FCC license or license application.
- F. The projected route of truck traffic to and from the operation site including the projected number of trips. The number of trips and route may be regulated by the City Council.
- G. The name of the subcontractor responsible for site preparation (a separate special use permit is required).
- H. A drawing or other rendering depicting the Wireless Communication Facility. Said drawing should indicate any artificial illumination or signage, logo, decal, symbol or any other message of a commercial or non-commercial nature.
- I. A drawing and description of the height of the Wireless Communications Facility as well as its width at the base and a detailed description of the length and type of guide wires or other item used to stabilize the Wireless Communication Facility.
- J. A description and drawing of opaque security fence not less than six (6) feet in height.
- K. The pertinent and relevant Federal Aviation Regulations and proof that the Wireless Communication Facility complies.
- L. A statement agreeing to allow collocation of other Wireless Communications Facility users. The statement shall include the applicant's policy regarding collocation of other providers and the methodology to be used by the applicant in determining reasonable rates to be charged other providers. The collocation agreement shall be considered a condition of issuance of a special use permit.

- M. In addition to the above information, the applicant shall submit supportive information that shall be deemed necessary by the City Council. If additional information is requested, an additional seven (7) working days shall be required for the processing of the application. (Ord. No. 2000-409, Sec. 3.)

4.32.04 Limitations The City Council may impose reasonable conditions and restrictions upon the application under consideration with the intent of minimizing the impact of the special use permit operation upon nearby property or public property. The limitations placed upon a special use permit may include, but are not limited to:

- A. limitations on height
- B. limitations on width at base
- C. landscaping and screening
- D. collocation with other wireless communication providers
- E. use of pre-existing structures
- F. method of controlling traffic (flagman or traffic control device may be required at contractor's expense)
- G. weight limits may be placed on all haulers to minimize damage to public facilities (reasonable weight limits to be determined by the Mayor or his designated agent)
- H. the number of hours that site preparation work can be conducted on the premises may be regulated by the City Council to minimize harmful effects on nearby property owners. (Ord. No. 2000-409, Sec. 4.)

4.32.05 Conditions The applicant must be in compliance with the FAA regulations and must also meet the following conditions:

- A. All Wireless Communication Facilities shall be engineered, designed and constructed to be capable of sharing the facility with other providers, to collocate with other existing wireless communication facilities and to accommodate the future collocation of other Wireless Communication Facilities. Applicants proposing a new Wireless Communication Facility shall demonstrate that it has made a reasonable good faith attempt to find a collocation site. Competitive conflict and financial burden are not deemed to be adequate reasons against collocation.
- B. All Wireless Communication Facilities with support structure up to a height of 150 feet shall be engineered and constructed to accommodate at least the three (3) antenna array. All Wireless Communication Facilities with support structure that exceed 150 feet in height shall be engineered and constructed to accommodate at least four (4) antenna array. (Ord. No. 2000-409, Sec. 5.)



4.32.06 Additional requirements All reasonable conditions required for a special use must be met before any operations may begin. The owner or applicant filing for a special use permit shall sign a binding agreement with the city of Clarksville that all damages to public property related to this operation, for which the owner or applicant is legally responsible, shall be repaired at the expense of the applicant. The Mayor shall determine the condition of public facilities (including photos and documentation) prior to the initiation of the operation. A bond, for a reasonable amount, shall be required for the amount determined by the City Council. Immediately after completion of the Wireless Communication Facility, repairs will commence on the damage that has been done to the public property. Failure of the applicant to correctly repair all damaged public facilities, for which it has been determined responsible, may result in the revocation of all existing or future permits for said company and the City Attorney is authorized to take what means are necessary to insure that the public facilities are repaired. (Ord. No. 2000-409, Sec. 6.)

4.32.07 Removal of abandoned Wireless Communication Facilities Any Wireless Communication Facility that is not operated for a continuous period of twelve (12) months shall be considered abandoned, and the Wireless Communication Facility owner shall remove the Wireless Communication Facility within ninety (90) days after notice from the city to remove the Wireless Communication Facility. If the abandoned Wireless Communication Facility is not removed within 90 days, the city may remove it and recover its costs from the Wireless Communication Facility owner. If there are two or more users of a single Wireless Communication Facility, these provisions shall not become effective until all providers cease to use the Wireless Communication Facility. If the owner of an abandoned Wireless Communication Facility cannot be located or is no longer in business, the requirements of this section shall be the responsibility of the landowner on whose property the Wireless Communication Facility is located. (Ord. No. 2000-409, Sec. 7.)

4.32.08 Non-conforming Wireless Communication Facilities Wireless Communication Facilities constructed and in existence on the date of the adoption of this ordinance which do not comply with the requirements of this ordinance (non-conforming Wireless Communications Facility) are subject to the following conditions:

- A. Expansion Non-conforming Wireless Communication Facilities may continue in use for the purpose now use, but may not be expanded without complying with this ordinance except as further provided in this section.
- B. Additions Non-conforming Wireless Communications Facilities may add additional antennas (belonging to the same provider or other providers) subject to a separate special permit application.

- C. Repairs or reconstruction Non-conforming Wireless Communications Facilities which become damaged due to any reason or cause, may be repaired and restored to its former us, location, and physical dimensions subject to the provisions of this ordinance. Provided, however, that if the damage of the Wireless Communication Facility exceeds fifty percent (50%) of the replacement cost, said Wireless Communication Facility may only be reconstructed or repaired in compliance with this ordinance.
  
- D. Any Wireless Communication Facility not in use for six (6) months shall be deemed abandoned. All rights as a non-conforming use shall cease at this point. (Ord. No. 2000-409, Sec. 8.)

4.32.09 Revocation of Special Use Permit Any Special Permit issued pursuant to this ordinance may be revoked after a hearing as provided hereinafter. If the Mayor and the City Council find that any permit holder has violated any provision of this ordinance or has failed to make good firth reasonable efforts to provide or seek collocation, the Mayor and City Council may revoke the Special Use Permit upon such terms and conditions, if any, that the Mayor and the City Council may determine. Prior to initiation of revocation proceedings, the City shall notify the permit holder, in writing, of the specific areas of non-compliance and specify the date by which such deficiencies must be corrected. The time for correction of deficiencies shall not exceed sixty (60) days. The permit holder shall provide the City with evidence that the required corrective action has been taken. Should the permit holder fail to correct any deficiencies in the time required, the Mayor and the City Council shall convene a public hearing to consider revocation of the Special Use Permit. The hearing shall be conducted pursuant to notice by publication in a newspaper with general circulation in the City not less than ten (10) days prior to the hearing and by written notice to the special permit holder. Other interested person may comment. The Mayor and City Council may impose reasonable restrictions with respect to time and procedure. (Ord. No. 2000-409, Sec. 9.)

4.32.10 Penalty The fine or penalty for violating any provisions of this ordinance shall, upon conviction in the District Court, not exceed One Thousand Dollars (\$1,000.00) for any other specified offense or violation; further, that if a thing prohibited or rendered unlawful is, in its nature, continuous in respect to time, the fine or penalty for allowing the continuance thereof in violation of this ordinance shall not exceed One Thousand Dollars (\$1,000.00) for each day that it may be unlawfully continued. (Ord. No. 2000-409, Sec. 10.)

4.32.11 Starting time The Wireless Communication Tower construction must begin within six (6) months of the authorization unless a special time limits (less than six (6) months) has been imposed by the Mayor or his designated agent. (Ord. No. 2000-409, Sec. 11.)

**CHAPTER 4.36**

**SMALL WIRELESS COMMUNICATION**

**FACILITY REGULATION**

Sections:

4.36.01 Regulation

4.36.01 Regulation This Small Wireless Regulation (the Regulation) dated April 8 2019 (Effective Date) is made by the City of Clarksville, Arkansas ("City") a municipal corporation duly created, organized and existing as a political subdivision of the State of Arkansas owner and regulator of the Clarksville Light & Water (CLW) ( 'Utility'), supervisor and holder of public rights-of-way and regulator of development within the City. (Ord. No. 19-813)

**CHAPTER 4.40**

**CONNECTED UTILITIES**

Sections:

- 4.40.01 Residential Broadband Services
  - 4.40.02 Fiber Optic – Voice Over Internet Protocol Rate Schedule
  - 4.40.03 Business Broadband Services
  - 4.40.04 Fiber Optic - - Voice Over Internet Protocol Rate Schedule
- 4.40.01 Residential Broadband Services

<b>Residential Internet</b>		
<b>Level</b>	<b>Description</b>	<b>Total Monthly Reoccurring Charge</b>
Basic	10 MB & Demand Side Management (not immediately available)	
Tier 1	100 Mbps Up & Down No Data Caps (Passive)	\$ 44.95
Tier 2	250 Mbps Up & Down No Data Caps (Passive)	\$ 64.95
Tier 3	500 Mbps Up & Down No Data Caps (Passive)	\$ 79.95
Tier 4	1 Gig/1,000 Gbps Up & Down No data Caps (Passive)	\$ 89.95

All Tiers include ONT and the n-home router with WiFi capability IF booster WiFi device is needed there would be an additional monthly fee.
If Customer supplies their own in-home router/WiFi device, there will be an additional \$5 monthly customer charge fee added
Any service outside of these tiers will be priced according the proposed solution custom designed for customer need

4.40.02 Fiber Optic – Voice Over Internet Protocol Rate Schedule

<b>Residential</b>	
<b>Voice over Internet Protocol (Phone Service)</b>	
<b>Residential</b>	<b>Total Monthly</b>
Phone Package 1 (Access line, Unlimited domestic LD*. All Features*** Residential Voicemail	\$ 24.95
Second Line Residential, CID, CW, 3WC no LD	\$ 19.95
Stand Alone Residential Line, CID, CW, 3WC no LD	\$ 19.95
Directory Assistance (Each Time)	\$ 1.50
Operator Services	As billed
Domestic Long Distance Per Minutes	\$ .05
International Calling	None

The residential rate schedule is not applicable to commercial type use on standalone business premises but is available for in home type businesses. Where a portion of the residence premise, not separately connected, is used for nonresidential purposes, the predominant use of the service, as determined by Clarksville Connected, shall determine the rate schedule applicable to all service. Multi-family premises rates shall be determined based upon the specific need of each location. Service is for the use of the customer only and may not be shared or resold to others without written approval from Clarksville Connected. Network speeds are dependent upon a number of connected devices, distance from a WiFi unit to the connected device, in home wiring, the speed of the internet site a user is connected to, and the capability of the connected device. Speed tests may not, therefore, show the speed at 100% of the advertised tier speed at all times.

**Availability:** At any point on the Clarksville connected distribution Fiber network system

**Application:** For residential service to single home or apartment including an ONT and on-premise router

**Taxes:** The net monthly bill is subject to the addition of all required taxes levied on internet and phone bills.

**Payment:** Payment shall be due fifteen (15) days from the billing date and if not paid on or before the fifteenth (15<sup>th</sup>) day following the billing date, a late charge of ten percent (10%) may be added to the bill. If customer is an electric, water, and/or wastewater customer of Clarksville connected, the charges will be included in a unified billing for all utilities and subject to payment accordingly.

**Contract Period:** Month to month, except when otherwise required by a contractual agreement.

The CCU Commission shall have the authority to adjust pricing to allow for special promotions to inspire network subscriptions, to adjust pricing for competitive responses to local incumbent offerings, and to approve pricing and contract terms for customers who require a non-standard and/or custom network configurations.

Should Clarksville connected Utilities have a need to provide services in its internet and phone operations not currently anticipated, it may provide such service to the extent provided by law. The rate for such services shall not be less that the associated variable costs as determined by CCU. Nothing in this ordinance shall prohibit Clarksville Connected upon approval from the Commission from providing special prices or promotions for limited periods of time, providing incentives to customers who require non-standard and/or custom network configurations so long as the rate for such packages is not less than the associated variable costs as determined by Clarksville Connected.

4.40.03 Business Broadband Services

<b>Business</b>		
<b>Internet</b>		
<b>Level</b>	<b>Description</b>	<b>Total Monthly</b>
Tier 1	100 Mbps Up & Down No Data Caps (Passive)	\$ 59.00
Tier 2	200 Mbps Up & Down No Data Caps (Passive)	\$ 95.00
Tier 3	300 Mbps Up & Down No Data Caps (Passive)	\$ 115.00
Tier 4	500 Mbps Up & Down No Data Caps (Passive)	\$ 225.00
Tier 5	500 Mbps but Burst to 1 Gig is bandwidth is available (Passive)	\$ 300.00
Tier 6	1 Gig/1000 Mbps Up & Down No Data Caps (Active)(A)	\$ 500.00
Tier 7	Dedicated 1 Gig Up & Down No Data Caps (Active)(*A)	\$ 999.00
Tier 8	Dedicated 2 Gig Up & Down No Data Caps (Active)(*A)	\$ 1,499.00
Additional IP Addresses (each)		\$ 5.00
Fax Capability		\$ 25.00
Tiers 1 to 5 include ONT in-business router with WiFi Capability and 1 Static IP Address		
(A) Tiers 4 to 8 include one IP address & Service Level Agreement (SLA) +99.92% Up		
(*) Tier 7 & * Will include multiport switch, basic router, and one Wireless Access Point.		

If Small business customers in Tiers 1-6 supplies their own router and WiFi device there will be an additional \$5 customer charge fee added monthly.

Any network service needed outside of these tiers will be priced according the proposed solution custom designed for customer unique application.

#### 4.40.04 Fiber Optic - - Voice Over Internet Protocol Rate Schedule

Business	
Voice over Internet Protocol (Phone Service)	
Business SIP Trunks with Unlimited Domestic D First Line	\$ 34.95
Each Additional Line Up to 5	\$ 24.95
Unlimited Domestic LD Plan* (Phone Line, CID, CW, Bus VM)	\$ 39.95
Business Package 1 (CID, CW, Bus VM)	\$ 27.95
Business SIP Trunk with Unlimited Local Calling	\$ 19.95
Directory Assistance (Each Time)	\$ 1.50
Operator Services	As billed
Domestic Long Distance (Per Minute)	\$ .49
International Calling	NONE
*** All features are available, but all other features must be requested by the customer except Caller ID, Call Waiting and Three Way Calling which will be turned on by default	

The commercial rate schedule is not applicable to a multi-location business, which desires to have a virtual or physically dedicated network but it is available for in-home type businesses if the need is demonstrated by the customer and is determined by Clarksville Connected. When a business premise includes multiple tenants, each tenant shall be connected and billed separately using commercial business rates, unless there is one connection the building owner has for the service and the tenants have access to a WiFi service the owner provides as a portion of the lease.

Service is for the sue of customer only and may not be shared or resold to others without written approval from Clarksville Connected. Network speeds are dependent upon a number of variables including the number of connected devices, distance from a WiFi unit to the connected device, in home wiring, the sped or the internet site a user is connected to, and the capability of the connected device. Speed tests may not, therefore, show the speed at 100% of the advertised tier speed at all times.

**Availability:** At any point on the Clarksville Connected distribution fiber network system.

**Application:** For residential service to single home or apartment including an ONT and on-premise router.

**Taxes:** The net monthly bill is subject to the addition of all required taxes levied on internet and phone bills.

**Payment:** Payment shall be due fifteen ( 15) days from the billing date and if not paid on or before the fifteenth (15<sup>th</sup>) day following the billing date, a late charge of ten percent (10%) may be added to the bill. If customer is an electric, water, and/or wastewater customer of Clarksville Connected, the charges will be included in a unified billing for all utilities and subject to payment accordingly.

**Contract Period:** Month to month, except when otherwise required by a contractual agreement.

The CCU Commission shall have the authority to adjust pricing to allow for special promotions to inspire network subscriptions, to adjust pricing for competitive responses to local incumbent offerings, and to approve pricing and contract terms for customers who require non-standard and/or custom network configurations.

Should Clarksville Connected Utilities have a need to provide services in its internet and phone operations not currently anticipated, it may provide such service to the extent provided by law. The rate for such services shall not be less than the associated variable costs as determined by CCU. Nothing in this ordinance shall prohibit Clarksville Connected upon approval from the Commission from providing special prices or promotions for limited periods of time providing incentives to customers to purchase packaged services, and to enter into contract terms for customers who require non-standard and/or custom network configurations so long as the rate for such packages is not less than the associated variable costs as determined by Clarksville Connected. (Ord. No. 19-820, Exhibits A and B)

## **CHAPTER 4.44**

### **EXTENSION OF CITY UTILITIES**

#### Sections:

4.44.01 Requirements

4.44.02 Exceptions

4.44.01 Requirements The city requires annexation of any lands outside the corporate limits of the city prior to the extension of any city utility services to said lands. (Ord. No. 19-824, Sec. 1)

4.44.02 Exceptions

- (a) The city may, however, not require annexation in extraordinary situations if this requirement is waived by the City Council. The annexation requirement shall be waived only if in the best interest of the city and if the landowners execute a

Service Agreement and a Bill of Assurance similar to those attached hereto as Exhibit "A" and Exhibit "B"

- (b) Fiber Optic services may be extended to lands outside the corporate limits at the discretion of the Clarksville Connected Utilities Commission. (Ord. No. 19-824, Sec. 2)

City utility services shall not be extended past the lands annexed or covered by the Service Agreement and Bill of Assurance. Any extension of these services beyond the lands annexed or subject to the Service Agreement and Bill of Assurance shall be cause for the city to terminate all city services. (ord. No. 19-824, Sec. 3)

Property owners desiring the extension of services shall bear all costs associated with the cost of annexation and preparation of agreements, including attorney fees, filing fees, court costs, publication costs and other costs incurred and associated with the extension of these services. (Ord. No. 19-824, Sec. 4)