

**TITLE 13**

**UTILITIES AND SERVICES**

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#### SECTION

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**13-201. To be furnished under franchise.** Gas service shall be furnished for the city and its inhabitants under such franchise as the Board of Commissioners shall grant. For further gas franchise information, see the Appendix.

**13-202. Franchise procedures.** The exclusive right and franchise is hereby granted to the Grantee, its successors and assigns, to lay, construct, extend, maintain, renew, replace and/or repair, gas pipes and gas mains, under along and/or across any streets, avenues, roads, alleys, lanes, parks, and other public places and ways within the existing territorial limits of the City of Paris, Tennessee, (hereinafter called "City"), and within such additional areas to which such territorial limits may be extended and to use and occupy the said streets, avenues, roads, alleys, lanes, parks, and other public places and ways for the purpose of therein laying or constructing, extending, maintaining, renewing, replacing, and/or repairing mains and pipes and all appurtenances and appendages thereto used and/or useful, for the manufacture, transmission, distribution, and/or sale of gas within and/or through the present or future territorial limits of the City, such right to continue to until June 1, 1985.

**13-203. General powers.** All rights herein granted and/or authorized shall be subject to and governed only by this Ordinance; provided, however, the Board of Commissioners of the City expressly reserves unto themselves all of their police powers to adopt general ordinances

necessary to protect the safety and welfare of the general public in relation to the rights herein granted not inconsistent with the provisions of this Ordinance.

**13-204. Conduct required.** The Grantee, upon making an opening upon any of the streets, alleys, or public ways of the City, for the purpose of laying pipes, and/or maintaining gas mains, shall use due care and caution to prevent injury to persons and shall replace and restore all public ways to their former conditions as nearly as practicable and within reasonable time, and shall not unnecessarily obstruct or impede traffic on streets, alleys and public ways of said City.

**13-205. Liability.** Said Grantee shall save and keep harmless the said City from an and all liability by reason of damage or injury to any person or persons whatsoever on account of negligence of the Grantee in the installation and maintenance of its mains and pipe lines along said streets, alleys and public ways, provided, the Grantee shall have been notified in writing of any claim against the City on account thereof, and shall have been given ample opportunity to defend the same.

**13-206. Assignment prohibited; reversion to City.** None of the rights and privileges herein granted and conveyed shall pass to the said Grantee unless the Grantee shall file with the recorder of the City with its acceptance of the franchise, and agreement by the Grantee to convey and assign all its properties and assets to the City of Paris upon the City making full payment and satisfaction of all indebtedness of the Grantee. The full payment and satisfaction of all indebtedness above referred to shall not be deemed to have occurred until after the Grantee shall have initially issued indebtedness secured by a lien upon all or substantially all of its properties and assets, or by pledge of said lien upon the revenues to or derived therefrom, and it does not mean such a full payment as may temporarily occur merely in connection with the refunding or refinancing program of the Grantee. This agreement shall be the consideration for all the rights and privileges granted and provided by this ordinance and shall be lieu of any and all other fees, charges and licenses which the City might impose for the rights and privileges herein granted.

**13-207. Construction requirements.** None of the rights and privileges herein granted and conveyed shall pass to the said Grantee unless said Grantee, within two years after the date when the Federal Power Commission shall authorize an allocation of natural gas to Grantee sufficient to serve the presently contemplated needs of the City, shall begin work laying its pipes to convey gas to the residents of the City and begins construction of its distribution systems within said City, and exercises due diligence in the completion thereof.

**13-208. Execution of agreement.** This Ordinance shall be in full force and effect, from and after its passage according to law, and upon receipt by the City of a general release from the Paris Cooperative Gas Association, Incorporated to which corporation the City heretofore granted a franchise to operate a gas system in said City; and the acceptance of the franchise herein granted by the Grantee, such acceptance to be in writing and filed with the Recorder of the City, and the execution of the agreement required by Section V of this Ordinance.

**13-209. Reserved.** (Ord. #842, 11/04/93).

**CHAPTER 3**  
**ALARM ORDINANCE**

**SECTION**

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**13-301.        Purpose.**

\_(A) The purpose of this Ordinance is to encourage Alarm Users and alarm companies to properly use and maintain the operational effectiveness of Alarm Systems in order to improve the reliability of Alarm Systems and reduce or eliminate False Alarms.

(B) This Ordinance governs Alarm Systems intended to summon law enforcement and fire suppression response, and requires registration, establishes fees, provides for penalties for violations, establishes a system of administration, and sets conditions for suspension of police and fire response or revocation of registration.

**13-302.        Definitions.** In this Ordinance the following terms and phrases shall have the following meanings:

(A) Alarm Administrator means the Chief of Police/ Fire Chief or his designee with the authority to administer, control and review False Alarm reduction efforts and administer the provisions of this Ordinance.

(B) Alarm Installation Company means a Person in the business of selling, providing, maintaining, servicing, repairing, altering, replacing, moving or installing an Alarm System in an Alarm Site.

(C) Alarm Dispatch Request means a notification to a law enforcement agency that an alarm, either manual or automatic, has been activated at a particular Alarm Site.

(D) Alarm Registration (or Permits) means authorization granted by the Alarm Administrator to an Alarm User to operate an Alarm System.

(F) Alarm System means a device or series of devices, including, but not limited to, hardwired systems and systems interconnected with a radio frequency method such as cellular or private radio signals, which emit or transmit a remote or local audible, visual or electronic signal indicating an alarm condition and intended to summon law enforcement or fire suppression response, including Local Alarm Systems. Alarm System does not include an alarm installed in a vehicle or on someone's Person unless the vehicle or the personal alarm is permanently located at a site.

(G) Alarm User means any Person, who (which) has contracted for Monitoring, repair, installation or maintenance service from an Alarm Installation Company or Monitoring Company for an Alarm System,

or who (which) owns or operates an Alarm System which is not monitored, maintained or repaired under contract.

(H) Arming Station means a device that allows control of an Alarm System.

(I) Automatic Voice Dialer means any electrical, electronic, mechanical, or other device capable of being programmed to send a prerecorded voice message, when activated, over a telephone line, radio or other communication system, to a law enforcement, public safety or emergency services agency requesting dispatch.

(J) Cancellation means the process where response is terminated when a Monitoring Company (designated by the Alarm User) for the Alarm Site notifies the responding law enforcement agency that there is not an existing situation at the Alarm Site requiring law enforcement agency response after an Alarm Dispatch Request.

(K) Conversion means the transaction or process by which one Alarm Installation Company or Monitoring Company begins the servicing and/or Monitoring of a previously unmonitored Alarm System or an Alarm System previously serviced and/or monitored by another alarm company.

(L) Duress Alarm means a silent Alarm System signal generated by the entry of a designated code into an Arming Station in order to signal that the Alarm User is being forced to turn off the system and requires law enforcement response.

(M) False Alarm means an Alarm Dispatch Request to a law enforcement or fire agency, when the responding law enforcement officer finds no evidence of a criminal offense or fire personnel can find no evidence of fire after having completed a timely investigation of the Alarm Site.

(N) Holdup Alarm means a silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress.

(O) Law Enforcement/ Fire Authority means the Chief of Police and other authorized representative of a law enforcement agency, or Fire Chief and other authorized representative of the fire department.

(P) Local Alarm System means any Alarm System, which is not monitored, that annunciates an alarm only at the Alarm Site.

(Q) Monitoring means the process by which a Monitoring Company receives signals from an Alarm System and relays an Alarm Dispatch Request to the municipality for the purpose of summoning law enforcement to the Alarm Site.

(R) Monitoring Company means a Person in the business of providing Monitoring services.

(S) One Plus Duress Alarm means the manual activation of a silent alarm signal by entering at an Arming Station a code that adds one to the last digit of the normal arm/disarm code (e.g., normal code = 1234, One Plus Duress Code = 1235)

(T) Panic Alarm means an audible Alarm System signal generated by the manual activation of a device intended to signal a life threatening or emergency situation requiring law enforcement response.

(U) Person means an individual, corporation, partnership, association, organization or similar entity.

(V) Responder means an individual capable of reaching the Alarm Site within [20] minutes and having access to the Alarm Site, the code to the Alarm System and the authority to approve repairs to the Alarm System.

(W) Takeover means the transaction or process by which an Alarm User takes over control of an existing Alarm System, which was previously controlled by another Alarm User.

(X) Verify means an attempt by the Monitoring Company, or its representative, to contact the Alarm Site and/or Alarm User by telephone and/or other electronic means, whether or not actual contact with a Person is made, to determine whether an alarm signal is valid before requesting law enforcement dispatch, in an attempt to avoid an unnecessary Alarm Dispatch Request. For the purpose of this ordinance, telephone verification shall require, as a minimum, that a second call be made to a different number if the first attempt fails to reach an Alarm User who can properly identify themselves to determine whether an alarm signal is valid before requesting law enforcement dispatch.

(Y) Zones mean division of devices into which an Alarm System is divided to indicate the general location from which an Alarm System signal is transmitted.

### **13-303. Registration Required; Application; Fee; Transferability; False Statements.**

(A) No Alarm User shall operate, or cause to be operated, an Alarm System at its Alarm Site without a valid Alarm Registration. A separate Alarm Registration is required for each Alarm Site.

(B) The fee for an Alarm Registration or an Alarm Registration renewal is set forth below and shall be paid by the Alarm User. No refund of a registration or registration renewal fee will be made. The initial Alarm Registration fee must be submitted to the Alarm Administrator within five (5) days after the Alarm System installation or Alarm System Takeover.

(1) Registration Fees – (See Section. 13-318. – Fines and Fees)

(2) Renewal Fees – (See Section. 13-318. – Fines and Fees)

(C) Upon receipt of a completed Alarm Registration application form and the Alarm Registration fee, the Alarm Administrator shall register the applicant unless the applicant has:

(1) failed to pay a fine assessed under Section 13-308; or

(2) had an alarm registration for the Alarm Site suspended or revoked, and the violation causing the suspension or revocation has not been corrected.

(D) Each Alarm Registration application must include the following information:

(1) the name, complete address (including apt/suite number), and telephone numbers of the Person who will be the registration holder and be responsible for the proper maintenance and operation of the Alarm System and payment of fees assessed under this article;

(2) the classification of the Alarm Site as either residential (includes apartment, condo, mobile home, etc.) or commercial;

(3) for each Alarm System located at the Alarm Site, the classification of the Alarm System (i.e. burglary, Holdup, Duress, Panic Alarms, Fire or other) and for each classification whether such alarm is audible or silent;

(4) mailing address, if different from the address of the Alarm Site;

(5) any dangerous or special conditions present at the Alarm Site;

(6) names and telephone numbers of at least two individuals who are able and have agreed to: (a) receive notification of an Alarm System activation at any time; (b) respond to the Alarm Site within 15 minutes at any time; and (c) upon request can grant access to the Alarm Site and deactivate the Alarm System if necessary;

(7) type of business conducted at a commercial Alarm Site;

(8) signed certification from the Alarm User stating the following:

(a) the date of installation, Conversion or Takeover of the Alarm System, whichever is applicable;

(b) the name, address, and telephone number of the Alarm Installation Company or companies performing the Alarm System installation, Conversion or Takeover and of the Alarm Installation Company responsible for providing repair service to the Alarm System;

(c) the name, address, and telephone number of the Monitoring Company if different from the Alarm Installation Company;

(d) that a set of written operating instructions for the Alarm System, including written guidelines on how to avoid False Alarms, have been left with the applicant by the Alarm Installation Company; and

(e) that the Alarm Installation Company has trained the applicant in proper use of the Alarm System, including instructions on how to avoid False Alarms.

(f) that law enforcement/ fire response may be influenced by factors including, but not limited to the availability of units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels, etc.

(E) Any false statement of a material fact made by an applicant for the purpose of obtaining an Alarm Registration shall be sufficient cause for refusal to issue a registration.

(F) An Alarm Registration cannot be transferred to another Person or Alarm Site. An Alarm User shall inform the Alarm Administrator of any change that alters any of the information listed on the Alarm Registration application within five (5) business days of such change.

(G) All fines and fees owed by an applicant must be paid before an Alarm Registration may be issued or. An Alarm Registration shall expire on December 31st of each year, and must be renewed annually by submitting an updated application and a registration renewed.

**13-304. Alarm Registration Duration and Renewal** renewal fee to the Alarm Administrator. The Alarm Administrator shall notify each Alarm User of the need to renew thirty (30) days prior to the expiration of the registration. It is the responsibility of the Alarm User to submit an application prior to the

registration expiration date. Failure to renew will be classified as use of a non-registered Alarm System and citations and penalties shall be assessed without waiver. A \$25 late fee may be assessed if the renewal is more than thirty (30) days late.

**13-305.        Duties of the Alarm User**

- (A) An Alarm User shall:
- (1) maintain the Alarm Site and the Alarm System in a manner that will minimize or eliminate False Alarms;
  - (2) make every reasonable effort to have a Responder to the Alarm System's location within 20 minutes when requested by the law enforcement agency in order to:
    - (a) deactivate an Alarm System;
    - (b) provide access to the Alarm Site; and/or
    - (c) provide alternative security for the Alarm Site.
  - (3) not activate an Alarm System for any reason other than an occurrence of an event that the Alarm System was intended to report.
- (B) An Alarm User shall adjust the mechanism or cause the mechanism to be adjusted so that an alarm signal audible on the exterior of an Alarm Site will sound for no longer than ten (10) minutes after being activated.
- (C) An Alarm User shall have a Licensed Alarm Installation Company inspect the Alarm System after two (2) False Alarms in a one (1) year period. The Alarm Administrator may waive a required inspection if it determines that a False Alarm(s) could not have been related to a defect or malfunction in the Alarm System. After four (4) False Alarms within a one (1) year period, the Alarm User must have a Licensed Alarm Installation Company modify the Alarm System to be more false alarm resistant or provide additional user training as appropriate.
- (D) An Alarm User shall not use Automatic Voice Dialers.
- (E) An Alarm User shall maintain at each Alarm Site, a set of written operating instructions for each Alarm System.

**13-306.        Duties Of Alarm Installation Company And Monitoring Company**

- (A) The Alarm Installation Company shall provide written and oral instructions to each of its Alarm Users in the proper use and operation of their Alarm Systems. Such instructions will specifically include all instructions necessary to turn the Alarm System on and off and to avoid False Alarms.
- (B) Upon the effective date of this Ordinance, Alarm Installation Companies shall not program Alarm Systems so that they are capable of sending One Plus Duress Alarms. Monitoring Companies may continue to report One Plus Duress Alarms received from Alarm Systems programmed with One Plus Duress Alarms prior to enactment of this Ordinance. However, upon the effective date of this Ordinance, when a Takeover or Conversion occurs or if an Alarm User requests an Alarm System inspection or modification pursuant to Section 13-304(C) of this Ordinance, an Alarm Installation Company must remove the One Plus Duress Alarm capability from such Alarm Systems.
- (C) Upon the effective date of this Ordinance, Alarm Installation Companies shall not install a device to activate a Holdup Alarm, which is a single action, non-recessed button.
- (D) An alarm company shall not use Automatic Voice Dialers.
- (E) After completion of the installation of an Alarm System, an Alarm Installation Company employee shall review with the Alarm User a Customer False Alarm Prevention guide approved by the Alarm Administrator.
- (F) The Monitoring Company shall not make an Alarm Dispatch Request of a law enforcement agency in response to a burglar alarm signal, excluding Panic, Duress and Holdup signals, during the first seven (7) days following an Alarm System installation. The Alarm Administrator may grant an Alarm User's request for an exemption from this waiting period based upon a determination that special circumstances substantiate the need for the exemption.
- (G) A Monitoring Company shall:

- (1) report alarm signals by using telephone numbers designated by the Alarm Administrator;
- (2) verify every alarm signal, except a Duress or Holdup Alarm activation before requesting a law enforcement response to an Alarm System signal;
- (3) communicate Alarm Dispatch Requests to the municipality in a manner and form determined by the Alarm Administrator;
- (4) communicate Cancellations to the municipality in a manner and form determined by the Alarm Administrator;
- (5) ensure that all Alarm Users of Alarm Systems equipped with a Duress, Holdup or Panic Alarm are given adequate training as to the proper use of the Duress, Holdup or Panic Alarm;
- (6) communicate any available information (north, south, front, back, floor, etc.) about the location on all alarm signals related to the Alarm Dispatch Request;
- (7) communicate type of alarm activation (silent or audible, interior or perimeter);
- (8) provide an Alarm User registration number when requesting law enforcement dispatch;
- (9) after an Alarm Dispatch Request, promptly advise the law enforcement agency if the Monitoring Company knows that the Alarm User or the Responder is on the way to the Alarm Site;
- (10) attempt to contact the Alarm User or Responder within 24 hours via mail, fax, telephone or other electronic means when an Alarm Dispatch Request is made; and
- (11) upon the effective date of this Ordinance, Monitoring Companies must maintain for a period of at least one (1) year from the date of the Alarm Dispatch Request, records relating to Alarm Dispatch Requests. Records must include the name, address and telephone number of the Alarm User, the Alarm System Zone(s) activated, the time of Alarm Dispatch Request and evidence of an attempt to Verify. The Alarm Administrator may request copies of such records for individually named Alarm Users. If the request is made within sixty (60) days of an Alarm Dispatch Request, the Monitoring Company shall furnish requested records within three (3) business days of receiving the request. If the records are requested between sixty (60) days to one (1) year after an Alarm Dispatch Request, the Monitoring Company shall furnish the requested records within thirty (30) days of receiving the request.
- (H) An Alarm Installation Company and/or Monitoring Company that purchases Alarm System accounts from another Person shall notify the Alarm Administrator of such purchase and provide details as may be reasonably requested by the Alarm Administrator.

### **13-307. Duties and Authority of the Alarm Administrator**

- (A) The Alarm Administrator shall:
- (1) designate a manner, form and telephone numbers for the communication of Alarm Dispatch Requests; and
- (2) establish a procedure to accept Cancellation of Alarm Dispatch Requests.
- (B) The Alarm Administrator shall establish a procedure to record such information on Alarm Dispatch Requests necessary to permit the Alarm Administrator to maintain records, including, but not limited to, the information listed below.
- (1) identification of the registration number for the Alarm Site;
- (2) identification of the Alarm Site;
- (3) date and time Alarm Dispatch Request was received, including the name of the Monitoring Company and the Monitoring operator name or number;
- (4) date and time of law enforcement officer arrival at the Alarm Site;
- (5) Zone and Zone description, if available;
- (6) weather conditions;
- (7) name of Alarm User's representative at Alarm Site, if any;
- (8) identification of the responsible Alarm Installation Company or Monitoring Company;
- (9) whether law enforcement or fire officer was unable to locate the address of the Alarm Site; and
- (10) cause of alarm signal, if known.



(C) The Alarm Administrator shall establish a procedure for the notification to the Alarm User of a False Alarm. The notice shall include the following information:

- (1) the date and time of law enforcement/ fire response to the False Alarm;
- (2) the identification number of the responding law enforcement/ fire officer; and
- (3) a statement urging the Alarm User to ensure that the Alarm System is properly operated, inspected, and serviced in order to avoid False Alarms and resulting fines.

(D) The Alarm Administrator may require a conference with an Alarm User and the Alarm Installation Company and/or Monitoring Company responsible for the repair or monitoring of the Alarm System to review the circumstances of each False Alarm.

(E) The Alarm Administrator may require an Alarm User to remove a Holdup Alarm that is a single action, non-recessed button, if a false Holdup Alarm has occurred.

(F) The Alarm Administrator will make a copy of this Ordinance and/or an Ordinance summary sheet available to the Alarm User.

### **13-308.        Fines.**

(A) An Alarm User shall be subject to fines, depending on the number of False Alarms within a 12-month period based upon the following schedule: (See Section 13-318 Fines and Fees)

(B) In addition, any Person operating a non-registered Alarm System will be subject to a fine of (See Section 13-318 – Fines and Fees) for each False Alarm in addition to any other fines. The Alarm Administrator may waive this additional fine for a non-registered system if the Alarm User submits an application for Alarm Registration within ten (10) days after of notification of such violation.

(C) If Cancellation occurs prior to law enforcement/ fire arriving at the scene, this is not a False Alarm for the purpose of fines, and no fines will be assessed.

(D) The Alarm Installation Company shall be assessed a fine of (See Section 13-318 – Fines and Fees) if the officer responding to the False Alarm determines that an on-site employee of the Alarm Installation Company directly caused the False Alarm. In this situation, the False Alarm will not be counted against the Alarm User.

(E) The Monitoring Company shall be issued a fine of (See Section 13-318 – Fines and Fees) for each failure to Verify Alarm System signals as specified in Section 13-307(H)(2).

(F) The Alarm Installation Company shall be issued a fine of (See Section 13-318 – Fines and Fees) if the Alarm Administrator determines that an Alarm Installation Company employee knowingly made a false statement concerning the inspection of an Alarm Site or the performance of an Alarm System.

(G) Notice of the right of Appeal under this ordinance will be included with any fines.

**13-309.        Notification.** The Alarm Administrator shall notify the Alarm User in writing monthly for each False Alarm. The notification shall include: the amount of the fine for the False Alarm., the fact that response may be suspended after the 8th False Alarm, excluding Duress, Holdup, Fire and Panic Alarms, and a description of the appeals procedure available to the Alarm User.

The Alarm Administrator will notify the Alarm User and the Alarm Installation Company or Monitoring Company in writing after alarm response has been suspended, except to Duress, Holdup and Panic Alarms. This notice of suspension will also include the amount of the fine for each False Alarm and a description of the appeals procedure available to the Alarm User and the Alarm Installation Company or Monitoring Company.

### **13-310.        Suspension Of Response.**

(A) The Alarm Administrator may suspend law enforcement or fire response to an Alarm Site by revoking the Alarm Registration if it is determined that:

- (1) the Alarm User has 8 or more False Alarms in a twelve (12) month period;
- (2) there is a statement of a material fact known to be false in the application for a registration;
- (3) the Alarm User has failed to make timely payment of a fine assessed under Section 13-308 or fee assessed under Section 13-303; or

(4) the Alarm User has failed to submit a written certification from an Alarm Installation Company, that complies with the requirements of this article, stating that the Alarm System has been inspected and repaired (if necessary) and/or additional training has been conducted by the Alarm Installation Company.

(B) A Person commits an offense if he/she operates an Alarm System during the period in which the alarm registration is revoked and is subject to enforcement and penalties set in Sections 13-308 and 13-312. A Monitoring Company commits an offense if it continues Alarm Dispatch Requests to an Alarm Site after notification by the Alarm Administrator that the registration has been revoked and is subject to enforcement and penalties set forth in Section 13-312.

(C) Unless there is separate indication that there is a crime in progress, the Law Enforcement Authority will refuse law enforcement response to an Alarm Dispatch Request at an Alarm Site for which the Alarm Registration is revoked.

(D) If the Alarm Registration is reinstated pursuant to Section 11, the Alarm Administrator may again suspend law enforcement response to the Alarm Site by again revoking the Alarm Registration if it is determined that 3 False Alarms have occurred within 30 days after the reinstatement date.

### **13-311. Appeals.**

(A) If the Alarm Administrator assesses a fine or denies the issuance, renewal or reinstatement of an Alarm Registration, the Alarm Administrator shall send written notice of the action and a statement of the right to an appeal to either the affected applicant or Alarm User and the Alarm Installation Company and/or Monitoring Company.

(B) The Alarm User, Alarm Installation Company or Monitoring Company may appeal an assessment of a fine or the revocation of an Alarm Registration to the Alarm Administrator by setting forth in writing the reasons for the appeal within fifteen (15) business days after receipt of the fine or notice of revocation.

(1) The Law Enforcement/ Fire Authority shall conduct a formal hearing within thirty (30) days of the receipt of the request and consider the evidence by any interested Person(s). The Law Enforcement/ Fire Authority shall make its decision on the basis of the preponderance of evidence presented at the hearing. The Law Enforcement/ Fire Authority must render a decision within fifteen (15) days after the date of the hearing.

(C) Filing of a request for appeal shall stay the action by the Alarm Administrator revoking an Alarm Registration or requiring payment of a fine, until the Law Enforcement/ Fire Authority has completed its review. If a request for appeal is not made within the twenty (20) business day period, the action of the Alarm Administrator is final.

(D) Alarm Administrator or Law Enforcement/ Fire Authority may adjust the count of False Alarms based on:

- (1) Evidence that a False Alarm was caused by an Act of God;
- (2) Evidence that a False Alarm was caused by action of the telephone company;
- (3) Evidence that a False Alarm was caused by a power outage lasting longer than four (4) hours;
- (4) Evidence that the Alarm Dispatch Request was not a False Alarm;
- (5) Evidence that the law enforcement / fire officer response was not completed in a timely fashion; and/or,
- (6) In determining the number of False Alarms, multiple alarms occurring in any twenty-four (24) hour period shall be counted as one False Alarm; to allow the Alarm User time to take corrective action unless the False Alarms are directly caused by the Alarm User.

(E) With respect to fines of an Alarm Installation Company or Monitoring Company the Alarm Administrator or Law Enforcement/ Fire Authority may take into consideration whether the alarm company had engaged in a consistent pattern of violations.

### **13-312. Reinstatement.**

(A) A Person whose Alarm Registration has been revoked may, at the discretion of the Alarm Administrator or the Law Enforcement/ Fire Authority, have the Alarm Registration reinstated by the Alarm Administrator or the Law Enforcement Authority if the Person:

- (1) pays, or otherwise resolves, all outstanding citations and fines; and
- (2) submits a certification from an Alarm Installation Company, stating that the Alarm System has been inspected and repaired (if necessary) by the Alarm Installation Company;

(B) In addition, the Alarm Administrator may require one or more of the following as a condition to reinstatement:

- proof that an employee of the Alarm Installation Company or Monitoring Company caused the False Alarm;
- a written statement from an independent inspector designated by the Law Enforcement Authority that the Alarm System has been inspected and is in good working order;
- certification that the Monitoring Company will not make an Alarm Dispatch Request unless the need for law enforcement is confirmed by a listen-in device;
- certification that the Monitoring Company will not request an Alarm Dispatch unless the need for law enforcement is confirmed by a camera device; or
- certification that the Monitoring Company will not make an Alarm Dispatch Request unless the need for law enforcement is confirmed by a Person at the Alarm Site.

**13-313. Enforcement And Penalties.** Enforcement of this Ordinance may be by civil action.

**13-314. Confidentiality.** In the interest of public safety, all information contained in and gathered through the Alarm Registration applications and applications for appeals shall be held in confidence by all employees or representatives of the municipality and by any third-party administrator or employees of a third-party administrator with access to such information.

**13-315. Government Immunity.** Alarm Registration is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an Alarm Registration, the Alarm User acknowledges that law enforcement response may be influenced by factors such as: the availability of police units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

**13-316 Severability.** The provisions of this Ordinance are severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid or that the application of any part of the provision to any Person or circumstance is invalid, the remaining provisions and the application of those provisions to other Persons or circumstances are not affected by that decision. Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**13-317. Customer False Alarm Prevention Checklist**

Yes No

\_\_\_\_ 1. I have been made aware of the applicable alarm ordinance and I will comply with its requirements.

\_\_\_\_ 2. I understand it is my responsibility to prevent false alarms, and I understand it is critical and my responsibility to assure that all users of the system (such as residents, employees, guests, cleaning people, and repair people) are trained on the proper use of the system.

\_\_\_\_ 3. I understand that there is a 7-day no dispatch period for intrusion alarms during which time the alarm company will have no obligation to and will not respond to any alarm signal from an alarm site

and will not make an alarm dispatch request to law enforcement, even if the alarm signal is the result of an actual alarm event.

\_\_\_\_ 4. I have been trained in the proper operation of the system and have been given an operating sheet summarizing the proper use of the system, as well as the security system operating manual.

\_\_\_\_ 5. I know how to turn off motion detectors while leaving other sensors on. (Residential Only)

\_\_\_\_ 6. I know how to test the system, including the communication link with the monitoring center.

\_\_\_\_ 7. I understand that my entry time is \_\_\_\_ and my exit time is \_\_\_\_.

\_\_\_\_ 8. I have the alarm company phone number to request repair service or to ask questions about the alarm system.

\_\_\_\_ 9. I know how to cancel an accidental alarm activation and have the system cancellation code or code word.

\_\_\_\_ 10. I understand that indoor pets can cause false alarms and I will contact my alarm company to adjust the system if I acquire any additional indoor pets.

\_\_\_\_ 11. I understand that the main control panel and transformer are located in \_\_\_\_\_.

\_\_\_\_ 12. I have received an alarm sheet, which describes how the alarm company will communicate with me in the event of various alarm signals.

\_\_\_\_ 13. I understand the importance of:

- keeping my emergency contact information updated and I know how to do this;

- immediately advising the alarm company if my phone number changes (including area code changes); and

- immediately advising the alarm company of any other changes to my telephone service such as call waiting or a fax line.

\_\_\_\_ 14. I will advise the alarm company if I do any remodeling (such as painting, moving walls, doors or windows).

\_\_\_\_ 15. I understand that certain building defects (such as loose fitting doors or windows, rodents, inadequate power, and roof leaks) can cause false alarms. I will correct these defects as I become aware of them.

\_\_\_\_ 16. The alarm company has given me written false alarm prevention techniques to help me prevent false alarms.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### ALARM COMPANY CUSTOMER

\_\_\_\_\_  
Print Name(s)

By: \_\_\_\_\_

Signature(s)

\_\_\_\_\_  
Date

Description	Rate
Registration fee (commercial)	\$25
Registration fee (residential)	\$0
Renewal Fee (commercial)	\$25
Renewal Fee (residential)	\$0
Late Fee	\$25
Fine – 1st False Alarm	\$0
Fine – 2nd False Alarm	\$0
Fine – 3rd False Alarm	\$25
Fine – 4th False Alarm	\$25
Fine – 5th or more False Alarm (s)	\$25
Operation of a Non Registered Alarm System	\$25
False Alarm Caused By On Site Alarm Company Employee	\$25
Monitoring Company Failure to Verify	\$25
False Statement by an Alarm Co. Employee Making an On-Site Inspection	\$25
Appeal Fee	\$25
Reinstatement Fee	\$25
T.C.A. 62-32-321(e)	

(Ord. #1079, 10/4/07; Ord. # 1122, 03/03/11).

CHAPTER 4  
CABLE TELEVISION

SECTION

1. Definitions.
2. Grant of Rights.
3. Public Ways.
4. Cable Service.
5. Cable Customer Service.
6. Access to the System.
7. Indemnity and Insurance.
8. Fees and Payments.
9. Rates and Regulations.
10. Terms.
11. Transfers, Ownership and Control.
12. Defaults.
13. Remedies.
14. Provision of Information.
15. General.

1. DEFINITIONS

- 1.1 Additional Insureds shall have the same meaning as "Indemnities" in Section 7.2.
- 1.2 Affiliate (and its variants) shall mean any entity controlling, controlled by or under common control with the entity in question.
- 1.3 Authorized Area shall mean the entire area of the City
- 1.4 Cable Gross Revenues or Gross Revenues shall mean all revenue received directly or indirectly by Company derived from the operation or the distribution of any cable service over the Cable System. Gross Revenue shall also include all revenue which is received by Company from any other person, including, without limitation, any Leased Access Channel programmer, and which is derived from or in connection with the distribution of Cable Service over the Cable System. Gross Revenue, for purposes hereof, shall also specifically include any revenue derived from the operation of the Cable System to provide cable services received by its affiliates subsidiaries, parent, or any person or entity in which Company has financial interest, which has the effect of avoiding the payment of compensation that would otherwise be payable as a percentage of Gross Revenue to the City for the Franchise granted herein. Gross Revenue shall also include home shopping revenue, leased access revenue, and advertising revenue which is received directly or indirectly by Company, persons affiliated with them or any persons in which has a Company financial interest, from or in connection with the distribution of any cable service over the Cable System. Gross Revenue shall not include: (1) any taxes, fee or assessment collected by the Company from Subscribers for pass-through to a government agency, including the FCC User Fee; (2) un-recovered bad debt; and (3) any PEG or I-Net amounts recovered from Subscribers. Gross Revenue shall include franchise fees collected from subscribers.
- 1.5 Cable Services shall mean only:
  - 1.5.1 The one-way transmission to subscribers of (i) video programming or (ii) other programming services; and Subscriber interaction, in any, which is required for the selection or use of such video programming or other programming service.

- 1.5.2 Cable Television Business shall mean the provision by the Company of Cable Services solely by means of the Cable System.
- 1.6 Cable System or System shall mean a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Services which is provided to multiple subscribers within the Authorized Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves subscribers without using any public right of way; (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of Section 621 of such Act) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (iv) and open video system that complies with Section 653 of Title VI of the Communications Act of 1934, as amended, or (v) any facilities of any electric utility used solely for operating its electric utility system.
- 1.7 Company shall have the meaning set forth in the introduction to this Franchise Agreement
- 1.8 Drop shall mean the cable or wire that connects the distribution portion of a Cable System to a customer's premises.
- 1.9 Effective Date shall have the meaning set forth in Part 15.8.
- 1.10 Event of Default shall have the meaning defined in Part 12.
- 1.11 FCC shall mean Federal Communications Commission.
- 1.12 Franchise or Franchise Agreement shall mean this document.
- 1.13 Franchise Fee shall have the meaning set forth in Part 8.
- 1.14 City shall have the meaning set forth in the introduction to this Franchise Agreement.
- 1.15 Normal Business Hours shall have the meaning set forth in Part 5.
- 1.16 PEG Channels shall have the meaning set forth in Part 6.
- 1.17 Public Ways shall mean all dedicated public right-of-way, streets, highways, and alleys. "Public Ways" shall not include property of City which is not a dedicated public right-of-way, street, or highway, or alley.
- 1.18 System shall have the same meaning as Cable System.
- 1.19 Telecommunications Service shall mean the offering of telecommunications directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used, where the term "telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received. "Telecommunications Services" shall not include Cable Services.
- 1.20 Uncured Event of Default shall have the meaning defined in Part 12.

## 2. GRANT OF RIGHTS

2.1 Permission Granted.

2.1.1 Subject to all the terms and conditions contained in this franchise, the charter of City and applicable ordinances of City as from time to time in effect, City hereby grants Company permission to erect, construct, install and maintain a Cable System to provide Cable Services in the Authorized Area, to transact a Cable Television Business in such area. Company agrees through the term of this Franchise Agreement (a) to erect, construct, install and maintain such a Cable System, (b) to transact such a Cable Television Business in the Authorized Area, and (c) the City reserves the right to regulate cable modem service in the event the FCC or a court of competent jurisdiction determines that cable modem service is considered to be Cable Service.

2.1.2 The Company is responsible for ensuring that its billing practices and rates comply with federal law and regulation.

2.2 Nonexclusive. This Franchise and all rights granted hereunder are nonexclusive. City reserves the right to grant such other and future franchises as it deems appropriate. This Franchise does not establish any priority for the use of the public right-of-way by Company or by any present or future franchisees or other permit holders. In the event of any dispute as to the priority of use of the public rights-of-way the first priority shall be the public generally, the second priority to City in the performance of its various functions, and thereafter, as between franchisees and other permit holders, as determined by City in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the state of Tennessee.

2.3 Compliance with Applicable Law. In constructing, maintaining, and operating the Cable System, Company will act in a good and workmanlike manner, observing high standards of engineering and workmanship and using materials, which are of good and durable quality. Company shall comply in all respects with all applicable codes, including the National Electrical Safety Code (latest edition); National Electric Code; all standards, practices, procedures and the like of the National Cable Television Association; the requirements of other utilities whose poles and conduits it uses; and all applicable Federal, State, and local laws.

2.4 Maintenance and Repair. Company shall keep and maintain a proper and adequate inventory of maintenance and repair parts for the Cable System and a workforce of skilled technicians for its repair and maintenance.

2.5 Easement Usage. To the extent allowed by applicable State and Federal law, this Franchise Agreement authorizes the construction of the Cable System over the Public Ways, and through easements, within the Authorized Area and which have been dedicated for compatible uses, subject to the requirements in the balance of this Section and this Franchise Agreement. In using all easements, Company shall comply with all Federal, State, and local laws and regulations governing the construction, installation, operation, and maintenance of a Cable System. Without limitation, Company shall ensure that:

2.5.1 The safety, functioning and appearance of the property and the convenience and the safety of other persons not be adversely affected by the installation or construction of facilities necessary for the Cable System;

2.5.2 The cost of the installation, construction, operation, or removal of such facilities be borne by Company; and

2.5.3 The owner of the property be justly compensated by Company for any damages caused by the installation, construction, operation, removal of such facilities by Company.



- 2.6 Other Permits. This Franchise does not relieve Company of the obligation to obtain permits, licenses and other approvals from the City necessary for the construction, repair or maintenance of the Cable System or provision of Cable Services or compliance with other codes; ordinances and permissions, such as compliance with right-of-way permits, building permits and the like.
3. PUBLIC WAYS
- 3.1 No Burden on Public Ways. Company shall not erect, install, construct, repair, replace or maintain its Cable System in such a fashion as to unduly burden the present or future use of the Public Ways. If City in its reasonable judgment determines that any portion of the Cable System is an undue burden, Company at its expense shall modify its System or take such other actions as City may determine are in the public interest to remove or alleviate the burden, and Company shall do so within the time period established by City.
- 3.2 Minimum Interference. The Cable System shall be erected and maintained by Company so as to cause the minimum interference with the use of the Public Ways and with the rights or reasonable convenience of property owners who adjoin any of the Public Ways.
- 3.3 Restoration of Property. Company shall immediately restore at its sole cost and expense, in a manner approved by City, any portion of the Public Ways that is in any way disturbed by the construction, operation, maintenance or removal of the Cable System to as good or better condition than that which existed prior to the disturbance, and shall at its sole cost and expense immediately restore and replace any other property, real or personal, disturbed, damaged or in any way injured by or on account of Company or by its acts or omissions, to as good or better condition as such property was in immediately prior to the disturbance, damage or injury. Such a restoration shall start promptly but no more than fifteen (15) days from Company becoming aware of the problem in question.
- 3.4 Relocation of Facilities. Company shall at its own cost and expense, protect, support, disconnect or remove from the Public Ways any portion of the Cable System when required to do so by City due to street or other public excavation, construction, repair, grading, regarding or traffic conditions; the installation of sewers, drains, water pipes, or publicly-owned facilities of any kind; or the vacation, construction or relocation of streets or any other type of structure or improvement of a public agency or any other type of improvement necessary for the public health, safety or welfare.
- 3.5 Joint Use. Company shall permit the joint use of its poles, conduits and facilities located in the Public Ways by utilities and by City or other governmental entities to the extent reasonably practicable and upon payment of a reasonable fee.
- 3.6 Private Property. Company shall be subject to all laws and regulations regarding private property in the course of constructing, installing, operating or maintaining the Cable System in City. Company shall comply with all zoning and land use restrictions as may hereafter exist or may hereafter be amended.
- 3.7 Underground Facilities. Company's cable wires, and other equipment shall be placed underground wherever existing utilities are underground. If City in the future requires that, in a specific area or areas of City, utilities shall place their cables, wires, or other equipment underground, then Company also shall place its existing and its future cables, wires, or other equipment underground within a reasonable period of time, not to exceed six (6) months, of notification by City and without expense or liability therefore to City. In those developing areas where underground facilities are required and meet the standard of Section 4.5, Company shall install the necessary cables, wires or other equipment at the same time and utilize the same trenches as other utility companies, such as telephone or electric utilities.
- 3.8 RESERVED

- 3.9 Temporary Relocation. Upon fifteen (15) business days notice Company shall temporarily raise or lower its wires or other equipment upon the request of any person including without limitation, a person holding a building moving permit issued to City. Company may charge a reasonable rate for this service not to exceed its actual direct costs.
- 3.10 Vacation. If a street or Public Way where Company has facilities is vacated, eliminated, discontinued or closed, Company shall be notified of same and all rights of Company under this Franchise Agreement to use same shall terminate and Company shall immediately remove the Cable System from such street or Public Way unless Company obtains all necessary easements from the affected property owners to use the former street or Public Way or a court orders the provision of such easements. Where reasonably possible and to the extent consistent with the treatment of other utility facilities in the former street or Public Way. Company shall bear the cost of any removal or relocation of the Cable System unless the vacation is primarily for the benefit of a private party, in which case the private party shall bear such costs. Company shall be provided thirty (30) days notice of any proposed vacation proceeding involving its facilities.
- 3.11 Discontinuance and Removal of the Cable System. Upon the revocation, termination, or expiration of this Franchise, unless an extension is granted, Company shall immediately (subject to the notice provision of Section 15.2) discontinue the provision of the Cable Services and all rights of Company to use the Public Ways shall cease. Company, at the direction of City, shall remove its Cable System, including all supporting structures, poles, transmission and distribution system and other appurtenances, fixtures or property from the Public Ways, in, over, under, along, or through which they are installed within six (6) months of the revocation, termination, or expiration of this Franchise. Company shall also restore any property, public or private, to the condition in which it existed prior to the installation, erection or construction of its Cable System, including any improvements made to such property subsequent to the construction of its Cable System. Restoration of property including but not limited to the Public Ways shall be in accordance with the directions and specifications of City, and all applicable laws, ordinance and regulations, at Company's sole expense. If such removal and restoration is not completed within six (6) months after the revocation, termination, or expiration of this Franchise, all of Company's property remaining in the affected Public Ways shall, at the option of City, be deemed abandoned and shall, at the option of the City, become its property or City may obtain a court order compelling Company to remove same. In the event Company fails or refuses to remove its Cable System or to satisfactorily restore all areas to the condition in which they existed prior to the original construction of the Cable System, City, at its option, may perform such work and collect the costs thereof from Company. No surety on any performance bond nor any letter of credit shall be discharged until City has certified to Company in writing that the Cable System has been dismantled, removed, and all other property restored, to the satisfaction of City.
- 3.12 Underground Street Crossing; Whenever Company must place the Cable System or other facilities beneath the traveled or paved portion of the streets of Public Ways, unless otherwise approved in advance by City, Company shall do so by boring (directional or otherwise) and not by excavation of a trench in which to place cable conduit. Boring (directional or otherwise) shall be done wherever possible so that the excavations necessary for it are not in the paved portion of the right-of-way.
- 3.12.1 If Company does a bore (directional or otherwise) underneath a street or Public Way, involving distribution cable or fiber, then Company shall make its best efforts to notify City in advance of such bore. If City so desires, Company will then increase the size of the bore (directional or otherwise) with City to pay only the incremental cost of making the bore (directional or otherwise) larger. City may then use any additional space or capacity created by increasing the size of the bore (directional or otherwise), complying with the National Electric Safety Code, for non-competitive uses.

3.13 Tree Trimming. Company may trim trees upon and overhanging the Public Ways so as to prevent branches of such trees from coming into contact with the Cable System. Company shall minimize the trimming of trees to trimming only those trees which are essential to maintain previously informing City. All trimming of trees, except in an emergency, on public property shall have the prior approval of City and except in an emergency all trimming of trees on private property shall require the consent of the property owner.

3.14 Bond.

3.14.1 Company shall provide City no later than thirty (30) days after the acceptance of this Franchise, a performance bond in the amount of Fifty Thousand Dollars (\$50,000) from a Security Company meeting the standards of Section 7.9 in a form reasonably acceptable to City as security for the faithful performance by Company of the provisions of the Agreement, and compliance with all orders, permits and directions of any agency of City having jurisdiction over its acts or defaults under this Franchise, and the payment of Company of any claims, liens or taxes due City which arise by reason of the construction, operation, maintenance or repair of the Cable System or provision of Cable Services.

3.14.2 The Condition of such bond should be that if Company fails to make timely payment to City or it's designee of any amount or sum due under this Franchise; or fails to make timely payment to City of any taxes due; or fails to repay City within ten (10) days of written notification that such repayment is due, any damages, costs or expenses which City shall be compelled to pay by reason of any act or default of Company in connection with this Franchise; or fails, after thirty (30) days notice of such failure from City, to comply with any provisions of this Franchise which City reasonably determines can be remedied by an expenditure of the money (including, without limitation, the assessment of liquidated damages), then City may demand and receive payment under such bond.

3.14.3 The rights reserved by City with respect to this section, are in addition to all other rights of City whether reserved by this Franchise or authorized by law, and no action, proceeding or exercise of a right with respect to such articles shall affect any other rights City may have.

#### 4. CABLE SERVICE

4.1 Programming Services: Company shall include in the video programming it offers subscribers the following:

4.1.1 All local television stations including public educational television stations subject to Federal Must Carry and Retransmission laws, rules and regulations.

4.1.2 In the non-premium, non-pay TV service offered by Company, for each of the following broad categories of programming, at least one (1) channel twenty (20) hours or more of whose daily programming (to the extent available) is in the category in question:

4.1.2.1 National and local weather programming

4.1.2.2 News programming

4.1.2.3 Public affairs programming

4.1.2.4 Sports programming

4.1.2.5 Children and family entertainment programming

4.1.2.6 Programming oriented especially to minority residents

4.1.2.7 Federal government proceedings.

4.1.2.8 PEG channels as defined under Section 6.1

4.2 Cable System Description: Company's cable System shall conform to the design requirements set forth on Exhibit A.

4.3 Service Provided: Cable Service shall at all times include at least twenty five (25) activated channels of programming

4.4 Access to Service: Company shall not deny service, deny access, or otherwise discriminate on the availability or rates, terms or conditions of Cable Services provided to actual or potential subscribers on the basis of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital status with regard to public assistance, income level, or other demographics. Company shall comply at all times with all applicable Federal, state and local laws and regulations relating to nondiscrimination.

4.5 Service/Line Extension for Existing and New Developments:

4.5.1 No line extension charge or comparable charge shall be imposed on any current or potential subscriber for extensions of the Cable Television System whenever the Company receives requests for service by a potential subscriber and there are at least five (5) dwelling units within One Thousand Three Hundred Twenty (1,320) cable bearing strand feet (one quarter mile) of Company's trunk or distribution cable, and Company shall extend its Cable System to such potential subscriber(s) at no cost to said potential subscriber(s). The preceding figures shall be pro-rated upward or downward for distances more or less than One Thousand Three Hundred Twenty (1,320) feet. The One Thousand Three Hundred Twenty (1,320) feet distance or any multiple or fraction thereof shall be measured in extension length of Company's trunk and feeder cable required for service which is located within the Public Ways or an existing available easement.

4.5.2 A potential subscriber located beyond the area where the Cable System is extended free of charge under the preceding provisions may obtain service by making a one time contribution in aid to construction to extend the Cable System to reach the potential subscribers home, less a credit of the amount that the company would have expended to extend cable up to 264 feet had normal density levels been met. Example set forth in Exhibit B.

4.5.3 The preceding shall apply whether the Cable System would be located in Public Ways or in private ways/easements.

4.6 Drops: Company's standard installation charge shall include a one hundred fifty (150) foot drop from the Cable System, such that current or potential subscribers shall only be charged for a Drop to the extent the Drop serving them exceeds one hundred fifty (150) feet, measured from the tap on the distribution portion of the Cable System to the subscriber's premises. Whenever possible Drops shall be made from a pole, not from mid-span.

4.6.1 Upon the termination of service, Company shall either entirely remove its Drop or secure the Drop according to industry standards.

4.7 Free Service: Company shall provide without any installation charge or monthly charge one free Cable system outlet in each public building or facility; in each building used by a state-accredited public, private, charter and parochial K-12 school and shall allow City and each such school without additional charge, to extend such service to some or all rooms, classrooms and auditoriums (so long

as FCC signal leakage standards are met). None of the preceding entities shall be charged any fee during the Term of this Franchise Agreement for any basic or expanded basic channels, excluding premium channels (such as HBO or Showtime) or pay per view channels.

- 4.7.1 A list of public building and schools within the Authorized Area meeting the preceding description as the Effective Date of this Franchise Agreement is set forth on Exhibit C.
- 4.7.2 In addition, One (1) service outlets to the City Administration unless otherwise specified by City shall receive without charge all programming (and any other services) provided by Company whether of a premium or other nature. Such service shall be provided in such a manner that City may monitor the programming and use of the Cable System for compliance with this Franchise Agreement, the Cable Ordinance, FCC Technical Standards, and other applicable law. The services provided according to the preceding sentence shall be in an office location and not in a location conducive to public viewing.
- 4.7.3 In addition, within six (6) months of the execution of this agreement, Company without charge shall provide a cable service connection to a location where cable is available upon request of the City. The City may designate additional locations in the future and Company shall have a reasonable time to install such wiring and outlets. The facilities must be City owned or leased and meet normal cable density requirements.
- 4.7.4 Company shall not charge for the installation of service pursuant to this section except to the extent that its cost for the initial installation exceeds Five Hundred Dollars (\$500). None of the preceding locations shall be charged any fee during the Term of this Franchise Agreement for any channels or programming, excluding premium channels (such as HBO or Showtime) or pay per view channel.
- 4.7.5 RESERVED
- 4.7.6 Except as provided in this Franchise Agreement, Company shall not provide free or discounted service to elected or appointed officials of City or to City's employees, agents or officers. The term "free or discounted service" shall mean any service on terms and conditions other than those available to residents of City generally.

4.8 Continuity of Service/Outages: Throughout the Term Company shall operate the Cable System and provide Cable Service twenty-four (24) hours per day, seven (7) days per week. Company shall voluntarily interrupt the provision of Cable Service only with good cause and for the shortest time possible and, except in emergency situations (or as otherwise provided herein), only after periodic cable-casting notice of significant service interruption, including at the same time of day as the anticipated interruption. Service may be interrupted between 12:00 midnight and 6:00 A.M. for routine testing, maintenance and repair, without notification, any night except Friday, Saturday, or Sunday, or the night preceding a holiday.

- 4.8.1 The City shall be notified in advance of (a) all significant scheduled outages involving the Cable System, (b) all Significant Service Interruptions within Company's control, and (c) all significant interruptions in the delivery of PEG Channel programming.

4.9 Emergency Alert System: Company shall provide without charge to City an emergency alert system ("Emergency Alert System") consisting of the following:

- 4.9.1 An Emergency Alert System ("EAS") or successor to that system complying with all requirements imposed from time to time by the FCC including without limitation the requirement currently set forth in the FCC regulations that a cable television systems transmit a visual EAS message on at least one channel and that cable systems also provide video interruption and audio EAS message on all channels with video further stating which channel is carrying the visual message. Company shall transmit on the EAS system Federal, state

and local EAS messages. In establishing its EAS system, Company shall, in accordance with FCC or other applicable regulations, cooperate with City on the use and operation by City of the Emergency Alert System.

- 4.10 System Reliability: Upon completion of system construction, Company shall meet or exceed a 99% standard for system reliability as measured on a six (6) month rolling average. Until completion of the system construction, Company shall meet or exceed 99.0% standard. Company shall submit a quarterly report of Cable System reliability. Each report shall report the actual system reliability for the six (6) month period in question based on the following formula:

4.10.1 
$$\frac{[(\text{Total Subscriber Minutes} - \text{Total Subscriber Outage Minutes}) / \text{Total Subscriber Minutes}]}{\text{System Reliability}}$$

4.10.2 Total Subscriber Minutes equals the total subscribers served by Company at mid-month multiplied by 1440 multiplied by the number of days in the month. Total Subscriber Outage Minutes equals the sum of the number of subscribers affected in each separate outage multiplied by the total down time in minutes for such outages.

## 5. CABLE CUSTOMER SERVICE

- 5.1 Customer Service Standards: Company shall at all times comply with the more stringent of the provisions of the customer service and consumer protection provisions of the Cable Ordinance, this Franchise Agreement, and those from time to time adopted by the FCC. This requirement is in addition to the specific provisions of subsequent sections of Part 5. The Company and City agree to review the Company's performance under this Part 5 on a semi-annual basis.
- 5.2 Reservation: City reserves the right by ordinance to make reasonable changes to the customer service and consumer protection matters set forth in this Part which may be allowed by future amendment or adoption of FCC regulations, including adopting ordinances stricter than or covering items not presently set forth in this Part. City agrees to meet with Company on the matters in question prior to taking such action, and to provide Company with at least forty-five (45) days prior notice of such action.
- 5.3 Undergrounding: For new installations, excluding locations where all utilities are underground, if a subscriber requests underground Cable Service, Company may in addition to the installation charge which would otherwise apply charge the subscriber the differential between the cost of aerial and underground installation of the Drop to the subscriber. This provision shall not apply where undergrounding is required by ordinance or policy for all utilities.

- 5.4 Lockout Device: Company without additional charge beyond that for a set top converter shall make available for pick up by all subscribers a device by which the subscribers can prohibit the viewing of a particular cable service during periods selected by the subscriber.
- 5.5 RESERVED.
- 5.6 RESERVED.
- 5.7 Notification: Company shall provide written information on at least each of the following areas at the time of installation or reinstallation of service, at least annually to all subscribers, and at any time upon request.
- 5.7.1 Products and services offered.
- 5.7.2 Prices (rates) and options for Cable Services and conditions of subscription to Cable Service. Prices shall include those for programming, equipment rental, program guides, installation, disconnection, late fees and optional services, fees, and charges charged by Company
- 5.7.3 Installation and service maintenance policies.
- 5.7.4 Instructions on how to use Cable Services, including procedures and options for pay per view and premium channels.
- 5.7.5 Channel positions of programming carried on the Cable System, including a listing specific to City showing the channel names and numbers actually available to subscribers in City.
- 5.7.6 Billing and complaint procedures, including the address and phone number of the person or position at City responsible for cable matters.
- 5.7.7 The Company's address and phone number for the subscriber to initially contact Company with complaints and questions.
- 5.7.8 Applicable privacy requirements as set forth in this Franchise Agreement, the Cable Ordinance, or otherwise provided for by the law.

- 5.8 Notice of Changes: Subscribers and City shall be notified of any increases in rates, or changes in Cable Services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes (and to City thirty (30) days in advance) if the change is within the control of Company and as soon as possible if not within the control of Company.
- 5.9 Program Guide: Upon request, Company shall provide subscribers with a periodic (e.g. –monthly) written or electronic program guide listing the specific programs available, their times and (when applicable) ratings. Company may charge a fee for this service.
- 5.10 Converters: Company shall make available for rental by subscribers the converter equipment necessary for subscribers (such as those with “non-cable ready” television sets) to receive the services offered by Company.
- 5.11 Telephone Service Standards:
- 5.11.1 Company shall have a local or toll-free number available for use by subscribers toll-free twenty-four (24) hours per day, seven (7) day per week.
- 5.11.2 Company’s numbers shall be listed, with appropriate explanations, in the directory published by the local telephone company or companies and in significant private directories (Talking Directories and the like).
- 5.11.3 Trained Company representatives shall be available to respond to subscriber telephone inquires twenty-four (24) hours per day, seven (7) days per week.
- 5.11.4 Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds from when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.
- 5.11.5 Under Normal Operating Conditions, the subscriber shall receive a busy signal less than three percent (3%) of the time, measured on a quarterly basis.
- 5.11.6 Under Normal Operating Conditions, no more than three percent (3%) of subscribers calls measured on a quarterly basis shall be abandoned.
- 5.12 Office/Home Delivery-Pick Up:
- 5.12.1 Company shall maintain either (1) the physical office described in 5.12.2 or (2) a “virtual office” consisting of (a) a toll-free telephone number which all subscribers in City can access



twenty-four (24) hours per day, seven (7) days per week to register complaints or ask questions concerning Cable Service, billing matters or the Cable System, (b) one or more conveniently located bill payment offices where subscribers can pay their bills, and (c) delivery and pickup of converter boxes, remotes and similar Company-provided customer premises equipment at no charge to subscribers.

5.12.2 The Physical office of Company shall be a place where subscribers may pay their bills, return converter boxes and comparable items and receive information on Company and its services. Any such office shall be open at least 8 hours each day, Monday through Friday, to meet the needs of residents of City excepting on national holidays.

5.12.3 Company shall deliver to and pick up converter boxes, remotes, and similar customer premises equipment from subscribers. Under Normal Operating Conditions, such deliveries and pick-ups shall occur within five (5) business days of a subscriber request no less than ninety-five percent (95%) of the time, measured on a quarterly basis. A subscriber may allow the Company additional time to comply with this requirement.

5.13 Installation Standards: Under Normal Operating Conditions, installations located up to one hundred fifty (150) aerial feet from the existing distribution Cable System shall be performed within seven (7) business days after an order has been placed no less than ninety-five percent (95%) of the time, measured on a quarterly basis. The preceding requirement shall not apply to commercial subscribers, multiple dwellings served by a single Drop, or inside "wall fish" installations.

5.14 Installations/Service Calls: The following shall apply to subscribers (current or new) requesting installations or service:

5.14.1 Service calls shall be available at minimum 8:30 AM to 7:00 PM Monday through Friday and 8:30 AM to 1:30 PM on Saturday to meet the needs of resident of City. Installations shall be available at minimum 8:30 AM to 7:00 PM or dusk whichever is earlier Monday through Friday and 8:30 AM to 1:30 PM on Saturday to meet the needs of residents of City. Company shall at the subscriber's option either (1) schedule the subscriber to be the first call of the day or last call of the day on a first come, first served basis. At the Franchisee's option, it may (2) schedule the appointment for a date certain on a "call to meet" basis (for example, where the service technician finishes his/her prior task, the technician calls the subscriber and arranges to meet the subscriber shortly thereafter), or (3) establish an appointment window of no more than four (4) hours with the subscriber (or adult representative of the subscriber), or another appointment window mutually agreed upon between the subscriber and Company.

5.14.2 Company shall respond to the request for service in accordance with the option selected by the subscriber.

5.14.3 Company shall not cancel an appointment with a subscriber after 5:00 PM on the business day prior to the scheduled appointment.

- 5.14.4 If Company's technician is running late for an appointment with a subscriber and will not be able to keep the appointment as scheduled, the subscriber shall promptly be contacted. The appointment shall be rescheduled, as necessary, at a time certain which is convenient for the subscriber.
- 5.14.5 In the event access to the subscriber's premises is not made available to Company's technician when the technician arrives during the established appointment window, the technician shall leave written notification stating the time of arrival and requesting that Company be contacted again to establish a new appointment window.
- 5.14.6 Notwithstanding the foregoing, if Company's technician or service representative telephones the subscriber during or prior to the appointment window and is advised that the technician will not be given access to the subscriber's premises during the appointment window, then the technician shall not be obliged to travel to the subscriber's premises or to leave the written notification referred to above, and the burden shall again be upon the subscriber (or adult representatives of the subscriber) to contact Company to arrange for a new appointment.
- 5.14.7 Except as otherwise provided above, Company shall be deemed to have responded to a service or installation request under the provisions of this section when a technician begins work on the request or is advised by telephone no access will be given.
- 5.14.8 Under Normal Operating Conditions, Company shall meet the standards of Section 5.11 through 5.13 no less than ninety-five percent (95%) of the time, measured semi-annually.

5.15       Service Call Charges: As to Company owned and Company maintained equipment, no charge shall be made to the subscriber for any service call after the initial installation of Cable Service unless the problem giving rise to the service request can be demonstrated by Company to have been:

5.15.1   Caused by subscriber negligence, or

5.15.2   Caused by malicious destruction of cable equipment, or

5.15.3   A problem established as having been non-cable in origin.

5.16       Service Interruptions:

5.16.1   Under Normal Operating Conditions, Company shall meet the standard of Section 5.16 and 5.17 no less than ninety-five percent (95%) of the time measured on a semi-annual basis.

5.16.2 Excluding conditions beyond Company's control, Company shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known to Company.

5.16.3 "Service Interruption" means the loss of picture or sound on one or more cable channels, affecting one or more subscribers.

5.16.4 Excluding conditions beyond Company's control, Company shall begin working on subscriber complaints involving impairment or degradation of signal quality (other than a Service Interruption) promptly and in no event later than the next business day after the problem becomes known to Company.

5.16.5 Company shall be deemed to have begun work under the provisions of this section when a technician begins work on the problem in question.

5.17 Log of Complaints: Company shall maintain a written log, or an equivalent stored in computer memory and capable of access and reproduction in printed form, of all cable-related subscriber complaints requiring a service call or further corrective action by Company. Such log shall at a minimum list the date and time of each such complaint, identifying the subscribers (to the extent allowed by law) and describing the nature of the complaints and when and what actions were taken by Company in response thereto. The log shall be kept at Company's office in or near City for a period of at least two (2) years and shall be available for inspection during regular business hours by City upon request.

5.18 Payment Options:

5.18.1 Company shall provide all individual, residential subscribers with the option of paying for Cable Service by (1) cash, (2) check, or at a company's options (3) an automatic payment plan, where the amount of the bill is automatically deducted from a checking account designated by the subscriber.

5.19 Bills: Company shall comply with the following on Cable Service billing:

5.19.1 Bills shall be issued monthly to each subscriber with a balance due or charge of service

5.19.2 Company shall maintain records of the date and place of mailing of bills and upon request shall certify in writing to count the date of mailing of each group of bills mailed to subscribers.

5.19.3 Bills shall be clear, concise and understandable. Bills shall be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment

charges. Bills shall also clearly delineate all activity during the billing period, including optional charges, rebates, credits and late charges.

5.19.4 In the case of a billing dispute, Company shall respond to any complaint from a subscriber within fifteen (15) days.

5.19.5 Company shall provide City with written notice thirty (30) days in advance of any change in the form of subscriber bills, including in particular any matters that relate either to payment information, addresses, phone numbers, franchise fees, or external costs.

5.20 Refunds and Credits: Refund checks for Cable Service shall be issued promptly, but no later than either:

5.20.1 The subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier.

5.20.2 Credits for Cable Service or the return of equipment shall be issued no later than the subscriber's next billing cycle following a determination that a credit is warranted.

5.21 Late Payments for Cable Service:

5.21.1 Each bill shall specify on its face in a fashion emphasizing same (such as bold face type, underlined type or a larger font): "For payments received after [date] a \$ (intentionally blank late fee may be charged." No customer may be charged a late fee unless this notification requirement is complied with.

5.21.2 No late payment charges, however denominated, shall be added to a subscriber's bill less than twenty-one (21) calendar days after the mailing of the bill to the subscriber

5.21.3 No late payment charges, however denominated, shall be added to a subscriber's bill by reason of delay in payment other than those described in this Section 5.24. All such charges shall be separately stated on the subscriber's bill and include the word "late" in the description of them.

5.21.4 Late payment charges imposed by Company upon subscribers shall be fair and shall be reasonably related to Company's cost of administering delinquent accounts.

5.21.5 Late payment charges imposed by the Company upon subscribers shall comply with all Federal, State or local laws concerning the imposition of late fees.

5.22 Disconnection:

5.22.1 Company shall only disconnect a subscriber for failure to pay if at least thirty five (35) days have elapsed after the due date for payment of the subscriber's bill and Company has provided at least ten (10) days notice separate from the monthly bill to the subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection.

5.22.2 Company shall not disconnect a subscriber for failure to pay amounts that are legitimately in dispute during a billing dispute.

5.22.3 Company may disconnect a subscriber at any time if Company in good faith believes the subscriber has tampered with or abused Company's equipment, that there is a signal leakage problem (or other non-compliance with FCC rules or other standards which poses a risk to lives or property) on the subscriber's premises, or that the subscriber is or may be engaged in theft of Cable Services.

5.22.4 Company shall promptly disconnect any subscriber who so requests disconnection. No charge shall be imposed upon the subscriber for or related to disconnection of for any Cable Service beyond the date of the disconnect request (unless there is a delay in returning Company equipment). If the subscriber fails to specify an effective date for disconnection, the effective date of disconnect shall be deemed to be the 7<sup>th</sup> business day following the date the disconnect request is received by Company.

5.22.5 The term "disconnect" shall include customers who elect to cease receiving Cable Service from Company and to receive Cable Services or other multi-channel video service from another person or entity.

5.23

Privacy and Monitoring: Company shall not tap or monitor, or arrange for the tapping or monitoring, or permit any other person to tap or monitor, any cable, line, signal, input device, or subscriber facility for any purpose, without the written authorization of the affected subscriber

except to the extent allowed by applicable law or pursuant to a valid court order. Such authorization shall be revocable at any time by the subscriber without penalty by delivering a written notice of revocation to Company; provided, however, that Company may conduct Cable System-wide or individually addressed "sweeps" solely for the purpose of verifying Cable System integrity, checking for illegal taps or billing.

#### 5.24

Subscriber Information: Company shall not record or retain any information not allowed by 47 USC 551. Company shall destroy all subscriber information of a personally-identifiable nature after a reasonable period of time except as authorized not to do so by the affected subscriber. Company shall not sell or otherwise provide to other persons, without the specific written authorization of the subscriber involved, or otherwise make available to any person or entity, lists of some or all of the names or addresses of subscribers.

#### 5.25

Complaints Referred by City: If City refers a Cable Service complaint from a subscriber to Company for resolution, then in five (5) business days of Company's receipt of such referral it shall investigate (including attempting to contact the subscriber) and respond to City in writing (on a form provided by City) as to its resolution of same.

#### 5.26

Reports: Company shall provide reports to City quarterly as follows:

- 5.26.1 The reports shall be in form and substance acceptable to City, showing on a consistent basis, fairly applied the matters set forth below so as to measure Company's compliance with the standards of the referenced sections and such other matters as City shall from time to time specify. Such reports shall show Company's performance excluding periods of abnormal operating conditions, and if Company contends any such conditions occurred during the period in question, it shall also describe the nature and extent of conditions and show Company's performance both including and excluding the time periods Company contends such conditions were in effect.

5.26.2 The reports shall show the number of phone calls originating from within City. The reports may be for a larger area than City if company can demonstrate they are, in fact, representative of the phone service provided to subscribers within City, such as where Company's call center receives call from numerous areas with no ability to distinguish between calls from one area or City over another. The reports shall measure and report on Company's compliance with all of Section 5 and its subparts, where quarterly or annual compliance monitoring is a requirement.

5.27 FCC Technical Standards: The following shall apply to Company's implementation of and compliance with the rules and regulations relating to cable television technical standards for signal quality, currently set forth 47 CFR § 76.601 and following, and subsequent amendments thereto:

5.27.1 Company will upon request provide City with a report of testing for compliance with such standards annually or upon request (but no more than twice a year). Such report shall state, in pertinent part, that the person doing the testing has been provided a copy of and reviewed the rules and regulations of the FCC, the FCC order(s) adopting such rules and regulations, and all industry standards and other materials referenced herein; and that such testing when done fairly, in full compliance with the FCC rules and regulations show full compliance with such rules and regulations; or in the alternative setting forth in detail all areas of non-compliance, their actual or likely scope and causes, and Company's professional recommendation of the best corrective measures to immediately and permanently correct the non-compliance.

5.27.2 Company shall establish the following procedure for resolving complaints from subscribers about the quality of the television signal delivered to them: All complaints shall go initially to Company. All matters not resolved by Company shall at Company's or the subscriber's option be referred to City for it to resolve.

5.28 Remedies for Franchise Violations

5.28.1.A Notification

If the Franchising Authority believes that the Grantee has committed a substantial violation of any material provision of this Franchise ("violation"), and the Franchising Authority wished to impose penalties under this Section, the Franchising Authority shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged violation. Grantee shall have Cure Period following receipt of such notice to:

- 1) Respond to Franchising Authority, contesting Franchising Authority's assertion that a violation has occurred and request a hearing in accordance with Section D below; or
- 2) Cure the violation; or
- 3) Notify the Franchising Authority that Grantee cannot cure the violation within the Cure Period because of the nature of the violation, and notify the Franchising Authority in writing of what steps the Grantee shall take to cure the violation, including the Grantee's projected completion date for such cure. In such case, the Franchising Authority shall, within thirty (30) days of receipt of such response, either a) accept the Grantee's plan and schedule for curing the violation, or b) set a hearing in accordance with B. below.

The Cure Period, for purposes of Section 1, shall be thirty (30) days, unless Franchising Authority specifies a longer cure period.

If a Grantee fails to demonstrate to the reasonable satisfaction of Franchising Authority that no violation exists, or if Grantee fails to correct the violation within the time prescribed, or if a Grantee is unable to correct the violation and fails to commence corrective action within the time prescribed and to diligently remedy such violation thereafter, the Grantee shall then be given written notice of not less than ten (10) days of a public hearing to be held before the Commission, pursuant to Section 1.1.E. of this Agreement. Said notice shall indicate with reasonable specificity the violation alleged to have occurred. This procedure shall apply to all alleged Franchise violations. Minimum public notice of any hearing under this Section 1 shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting.

#### 5.28.1.B. Plan for Cure



In the event that the Grantee notified the Franchising Authority that it cannot cure the violation within the Cure Period, and proposes a plan and schedule for cure which is not accepted by the Franchising Authority, Franchising Authority may, within thirty (30) days of Grantee's receipt of such notice, set a hearing before the City Commission. At the hearing, the Franchising Authority shall review and determine whether the Grantee has taken reasonable steps to cure the violation and whether the Grantee's proposed plan and completion date for cure is reasonable. In the event such plan and completion date are determined by mutual consent to be reasonable, the same may be approved by the Franchising Authority, who may waive all or part of the penalties for such extended cure period in accordance with the criteria set forth in Section F.

#### 5.28.1.C. Imposition of Penalties

In the event that the Grantee fails to cure the violation within the Cure Period, or within an extended cure period approved by the Franchising Authority pursuant to Section B the Franchising Authority may impose penalties in accordance with this Section 1, but may do so only in accordance with the requirements of this section and only after it holds a hearing before the City Commission to determine what penalties, if any or revocation, shall be applied. Any such penalties shall not begin to accrue until after the Franchising Authority renders a decision pursuant to the hearing.

#### 5.28.1.D. Contest of Violation

In the event that the Grantee contest the Franchising Authority's assertion that a violation has occurred, and request a hearing in accordance with Section A (1) above, the Franchising Authority shall set a hearing within sixty (60) days of the Franchising

Authority's receipt of the hearing request to determine whether the violation has occurred, and if a violation is found to have occurred, what remedies under this Section 1 shall be applied.

5.28.1.E. Opportunity to be Heard

In the case of any hearing pursuant to this Section 1, Franchising Authority shall notify Grantee of the hearing in writing at least ten (10) days prior to the hearing date. At the hearing, Grantee shall be provided an opportunity to be heard, examine Franchising Authority's witnesses, and to present evidence in its defense. The Franchising Authority may also hear any other Persons interested in the subject, and may provide additional hearing procedures as Franchising Authority deems appropriate. After the hearing is closed, Franchising Authority shall issue written findings and a decision based on the evidence presented. In the event Franchising Authority determines that a violation has occurred, Grantee may appeal the decision to a court of competent jurisdiction for a judicial review. A hearing under this Section 1 prohibits the accumulation of penalties only until a final decision is rendered by a court of competent jurisdiction.

5.28.1.F. Reduction of Penalties

The penalties set forth in Section 1.2 of this Franchise may be reduced at the discretion of the Franchising Authority, taking into consideration the nature, circumstances, extent and gravity of the violation as reflected by one or more of the following factors:

- 1) Whether the violation was unintentional;
- 2) Whether substantial harm resulted;
- 3) Whether there is a history of prior violations of the same or other requirements;
- 4) Whether there is a history of overall compliance, and/or;
- 5) Whether the violation was voluntarily disclosed, admitted or cured.

#### 5.28.1.G. Nature of Remedies

If, after the hearing, Franchising Authority determines that a violation exists, Franchising Authority may use one or more of the following remedies:

- 1) Order Grantee to correct or remedy the violation within a reasonable time frame as Franchising Authority shall determine;
- 2) Establish the amount of penalties set forth in Section 1.2, taking into consideration the criteria provided for in Section 1.1.F. as appropriate in Franchising Authority's discretion;
- 3) Pursue any other legal or equitable remedy available under this Franchise or any applicable law, including actual money damages.

#### 5.28.2 Penalties

##### 5.28.2.A. Amounts:

Should it be found, after notice, hearing, and appeal procedures, that the Grantee has committed a substantial violation of any material provision of this Franchise, the penalties shall be as follows:

- 1) For failure to extend Cable Service within the Franchise Area as required by this Franchise, Fifty Dollars (\$50) per day.

- 2) For failure to provide any capability for Public, Education and Government Access use of the Cable System required in this Franchise: One-Hundred Dollars (\$100) per day.
- 3) For violation of applicable customer service standards: Fifty Dollars (\$50) per day.
- 4) For failure to upgrade the Cable System as provided for in this Franchise: One Hundred Twenty Five Dollars (\$125) per day for the first 365 days of violation, and Two Hundred Fifty Dollars (\$250) per day thereafter.

#### 5.28.2.B Collection of Penalties.

The collection of penalties by the Franchising Authority shall in no respect affect the Grantee's obligation to comply with all of the provision of this Franchise or applicable law.

#### 5.28.2.C. Recourse to Securities.

In conformance with the procedural requirements herein, the Franchising Authority shall be entitled to draw upon the Franchising Authority's letter of credit, performance bond or any security to collect the foregoing damages.

#### 5.28.3 Remedies Not Exclusive

The Franchising Authority has the right to apply any one or any combination of the remedies provided for in this franchise, including without limitation all remedies provided for in this Section, and may without limitation pursue any rights, remedies or actions that it may have in law or equity. Notwithstanding the foregoing, if penalties are assessed against Grantee for any violation

of its obligations under this Franchise, they shall be considered the full and final resolution of the violation and shall constitute a waiver of any future claims regarding the violation.

## 6.0 ACCESS TO THE SYSTEM

6.1 Public Education and Government (PEG) Channel. Company shall provide on the Cable System in the basic tier of service (and in the lowest tier of service if different) the following noncommercial channel known as "PEG Channel":

6.1.1 Pursuant to Section 611 of the Cable Act, upon the completion of the Cable System upgrade, Company shall provide one (1) channel of capacity to be designated for non-commercial public high school educational programming purposes, which channel shall be dedicated for the City's sole use. The City shall have the responsibility for administering and handling all matters pertaining to the use of the educational access channel, including without limitation, the programming of such channel, and the procurement, maintenance and general administration of all equipment and facilities required to operate such access channels except as hereinafter provided.

6.2 Charter's Obligations. Charter shall have the obligation of providing at no cost to the City or its designee the following support services pertaining to the City's use of said access channels:

(2) City will provide request of capital, as a non pass thru item. Charter shall pay the city a one-time grant of \$5,000 for the purchase of audio and video equipment for the city/county high school. Company agrees that the equipment, services, and all other support to be provided by the Franchisee pursuant to this Agreement constitute capital costs which are incurred by the Company for educational, governmental or public access facilities and equipment within the meaning of the Communications Act 47 U.S.C. Section 542 (g)(2)(c). Such grant shall not constitute a franchise fee within the meaning of the Communications Act, state law, the Cable Television Ordinance or this Agreement. The Company hereby waives, and shall not assert in any proceeding, any claim to the contrary.

(3) The City may during the term of this agreement request Charter to institute an educational channel support fee of up to \$.25 per customer per month. The City shall give Charter a minimum of sixty-(60) days notice prior to the commencement of the collection of the fee.

(4) Charter further agrees that the equipment, services, and all other support to be provided by the Franchisee pursuant to this Agreement constitute capital costs which are incurred by the Franchisee for educational access facilities and equipment within the meaning of the

Communications Act 47 U.S.C. Section 542 (g)(2)(c). Such grant shall not constitute a franchise fee within the meaning of the Communications Act, state law, the Cable Television Ordinance or this Agreement. The Franchisee hereby waives, and shall not assert in any proceeding, any claim to the contrary.

- (5) At operator's sole discretion, all educational channel access fee payments may be passed through to the subscribers on their monthly invoices. All such access fees collected from customers shall not be considered revenue for purposes of calculating gross revenues. All such payments shall be made quarterly, simultaneous with franchise fees.

6.3 Company Use. City may from time to time adopt and revise rules and procedures as to when and how Company may use the PEG Channels for the provision of video programming when the PEG Channels are not being used for their respective purposes. Company will use the PEG Channels solely in accordance with such rules and procedures and otherwise shall have no responsibility or control with respect to the operation of such channels except as provided by law.

## 7.0 INDEMNITY AND INSURANCE

7.1 Disclaimer of Liability. City shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of the Company's construction, maintenance, repair, use, operation (which includes rates, billing and collection practices) condition or dismantling of Company's Cable System or Company's provision of Cable Service.

7.2 Indemnification. Company shall at its sole cost and expense indemnify and hold harmless City and all associated, Affiliated, allied and subsidiary entities of City, now existing or hereinafter created, and their respective officers, boards, commissions, attorneys, agents, and employees (hereinafter referred to as "Indemnities"), from and against:

7.2.1 Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys), whether legal or equitable, which may be imposed upon, incurred by or be asserted against the Indemnities by reason of any act or omission of Company, its personnel, employees, agents, contractors, subcontractors or Affiliates, which may arise out of or be in any way connected with the construction, installation, operation, maintenance or condition of the Cable System or other Company property (including those arising from any matter contained in or resulting from the transmission of signals over the System and including any claim or lien arising out of work, labor, materials or supplies provided or supplied to Company, its contractors or subcontractors), the provision of Cable Services, other services or Company's failure to comply with any Federal, State or local statute, ordinance or regulation.

7.3 Indemnification. Company hereby agrees to indemnify and hold harmless the Indemnities against and from any claim asserted or liability imposed upon the Indemnities for personal injury or property damage to any person arising out of the installation, operation, maintenance or

condition of the Cable System. Company's failure to comply with any Federal, State or Local statute, ordinance, or regulation.

- 7.4 Defense of Indemnities. In the event any action or proceeding shall be brought against the Indemnities by reason of any matter for which the Indemnities are indemnified hereunder, Company shall upon notice from any of the Indemnities, at Company's sole cost and expense, resist and defend the same with legal counsel approved by City; provided, however, that Company shall not admit liability in any matter on behalf of the Indemnities without the written consent of City.
- 7.5 Notice, Cooperation and Expenses. City shall give Company prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section. Nothing herein shall be deemed to prevent City from cooperating with Company and participating in the defense of any litigation by City's own counsel.
- 7.6 Insurance. At all times during the term of this Franchise including any time for removal of facilities or restoration, Company shall obtain, maintain, and pay all premiums for all insurance policies described in this Section. Within thirty (30) days from the Effective Date of this Franchise, Company shall file with City certificates of insurance evidencing coverage. Failure to obtain and maintain any insurance policy required by this Section shall be deemed a material breach of this Franchise and may be grounds for termination of this Franchise.
- 7.6.1 Property Damage Liability. Two Million Dollars (\$2,000,000) per occurrence with a Five Million Dollar (\$5,000,000) umbrella policy. The property damage insurance required by this Section shall indemnify, defend and hold harmless Company and City and the respective officers, boards, commissions, agents, and employees of each from and against all claims made by any person for property damage caused by the operations of Company under the Franchise herein granted or alleged to have been so caused or alleged to have occurred.
- 7.6.2 Comprehensive Public Liability. Two Million Dollars (\$2,000,000) per occurrence with a Five Million Dollar (\$5,000,000) umbrella policy. The comprehensive public liability insurance required by this Section shall indemnify, defend, and hold harmless Company and City and the respective officers, boards, commissions, agents, and employees of each from any and all claims made by any person on account of injury to, or death of a person or persons caused by operations of Company under this Franchise, alleged to have been so caused or alleged to have occurred.
- 7.6.3 Comprehensive Automobile Liability. Two Million Dollars (\$2,000,000) per occurrence with a Five Million Dollar (\$5,000,000) umbrella policy. The comprehensive automobile liability insurance required by this Section shall indemnify, defend, and hold harmless Company and City and the respective officers, boards, commissions, employees and agents of each from any and all claims made by any person on account of collision, personal injury or property damage caused by use of any owned, hired, on non-owned motor vehicles used in conjunction with the rights herein granted or alleged to have been so caused or alleged to have occurred.

7.6.4 Workers' Compensation. Workers' Compensation coverage, which meets all requirements of any applicable Stat workers' compensation or comparable laws.

7.7 Cancellations or Change. The insurance policies called for herein shall require thirty (30) calendar days written notice to City and Company of any cancellation or change in the amount of coverage. Company shall in the event of any cancellation notice, obtain, maintain, pay all premiums for, and file with City written evidence of payments of premiums for an appropriate replacement insurance policies so canceled within thirty (30) calendar days following receipt by City or Company of notice of cancellation.

7.8 No Limitation of Liability. No recovery by City of any sum by reason of any insurance policy required by this Franchise shall be any limitation upon the liability of Company to City or to other persons.

7.9 Qualified Carriers. All insurance shall be effected under valid and enforceable policies insured by insurance carriers licensed to do business in the State of Tennessee or by surplus line carriers on the State Insurance Commissioner's approved list of companies qualified to do business in the State.

## 8.0 FEES AND PAYMENTS

8.1 Franchise Fee. Company shall pay City throughout the term of this Franchise an amount equal to five percent (5%) of Company's Cable Gross Revenues for the purpose of administering this franchise and any other related ordinance. Once per calendar year City by resolution may elect to reduce such percentage to a smaller percentage, and by resolution in a subsequent calendar year may change or revoke such election. Such changes shall take effect sixty (60) days after passage of the resolution and payments shall be made quarterly, and are due within forty-five (45) days after the end of each calendar quarter.

8.1.1 Each payment shall be accompanied by a written report to City, verified by an officer of Company containing a detailed breakdown of the various components of the total revenue reported, including the number of customers served by basic cable service. Each quarterly report shall also show the previous quarter report(s) on one summary page. On or before April 30<sup>th</sup> of each year of this agreement, Company shall provide City with a detailed summary of gross revenues received during the preceding year, certified by an Officer of the Company.

8.1.2 City may audit Company to verify the accuracy of Franchise Fees paid City. Any additional amount due City shall be paid within thirty (30) days of City's submitting an invoice for such sum, and if such sum shall exceed five percent (5%) of the total Franchise Fee which the audit determines should have been paid for any calendar year, Company shall pay City's cost of auditing that calendar year as well. Any payments for previously unpaid franchise fees shall be subject to a penalty fee of Eight percent (8%) annually (prorated) or the present cost to the city to borrow funds, whichever is greater.



- 8.2 Other Payments. The preceding fees and payments are in addition to all sums, which may be due City for property taxes (real and personal), income taxes, license fees, permit fees or other fees, taxes or charges, which City may from time to time impose.

## 9 RATES AND REGULATION

- 9.1 Rates. Company's rates and charges for the provision of Cable Service (and for related services, such as equipment rental, deposits, and downgrade fees) shall be subject to regulation by City to the extent permitted by law.

- 9.2 Regulation. City reserves the right to regulate Company, the Cable System, and the provision of Cable Service to the extent permitted by Federal, State, or local law.

## 10 TERM

- 10.1 Initial Term. The term of this Franchise shall be fifteen (15) years.

- 10.2 Termination. This Franchise and all rights of Company there under shall automatically terminate on the expiration of the term of this Franchise, unless an extension is granted. City shall give Company sixty (60) days notice prior to taking action to enforce such termination.

- 10.3 Reopeners. City or Company at its option may reopen this Franchise as follows:

- 10.3.1 Within six months of the adoption of Federal or State legislation or FCC regulations, if such regulations affect City's ability to (a) regulate rates or (b) act to protect subscribers (such as on customer service matters, customer service standards or consumer protection matters). Such reopener shall be limited to the matters described in (a) and (b).

## 11 TRANSFERS, OWNERSHIP AND CONTROL

- 11.1 Management of the Cable System. Company shall personally manage the Cable System and the provision of Cable Services within City. It shall not directly or indirectly contract for, subcontract or assign, in whole or part, the management of the Cable System or the provision of Cable Services.

11.2 Consent Required. This Franchise and the Cable System shall not be sold, transferred (as defined below), assigned, or otherwise encumbered, without the prior consent of City, such consent not to be unreasonably withheld. Such consent shall not be required for a transfer in order to secure indebtedness such as a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Company in the Franchise or Cable System. The foregoing requirements shall not apply to any sale, assignment or transfer which is to a wholly owned subsidiary or company controlled by the Grantee, or to any Person who wholly owns or is the controlling majority owner controls the Grantee. Grantee shall notify the City/City thirty (30) days prior to any sale, assignment or transfer.

11.1.1 The preceding prohibition shall not apply to the replacement or sale of components of the Cable System in the course of ordinary maintenance or day-to-day operation.

11.2 Transfer or Transferred. "Transfer" or "transferred" shall mean (a) any form of sale, conveyance, assignment, lease, sublease, merger, pledge, deed, grant, mortgage, transfer in trust, encumbrance or hypothecation, in whole or in part, whether voluntary or involuntary of any right, title or interest of company in or to this Franchise or to the Cable System, (b) any change in actual working control (by whatever manner exercised) or in the effective control of Company, such as that described in 47 C.F.R § 76.501 and following, including the notes thereto (but excluding footnote 2f), as in effect on the date of this Franchise (copy attached as Exhibit K), or (c) a change in limited partnership, limited liability corporation or similar interests representing ten percent (10%) or more of an equity interest in Company, including the right to require voting control without substantial additional consideration (such as compared to consideration previously provided).

11.3 If Company seeks to obtain the consent of City to any transactions or matters otherwise prohibited by this Part 11, Company shall submit an application for such consent in the form required by the FCC (currently Form 394), a copy of which is attached as Exhibit I.

11.3.1 City shall not unreasonably withhold its consent to any proposed transfer, and may grant its consent outright, may grant such consent with conditions which it finds are in the public

## 12 DEFAULTS

- 12.1 Events of Default. The occurrence at any time during the term of the Franchise, of any one or more of the following events, shall constitute an Event of Default by Company under this Franchise
- 12.1.1 Company's material breach or violation of any of the terms, covenants, representations or warranties contained herein or Company's failure to perform any obligation contained herein.
- 12.1.2 Company's failure to pay or cause to be paid any governmentally imposed taxes of any kind whatsoever, including but not limited to real estate taxes income taxes, and personal property taxes on or before the due date for same; provided, however, Company shall not be in default hereunder with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.
- 12.1.3 The entry of any judgment against Company in excess of twenty five percent of net worth which remains unpaid and is not stayed pending rehearing or appeal, for forty-five (45) or more days following entry thereof which may significantly impair Company's provision of Cable Service in City.
- 12.1.4 The dissolution or termination, as a matter of law, of Company or any general partner of Company.
- 12.1.5 If Company files a voluntary petition in bankruptcy; is adjudicated insolvent; obtains an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); files any petition or fails to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeks or consents to or acquiesces in appointment of any trustee, receiver, master, custodian, or liquidator of Company, or any of Company's property and/or Franchise and/or any and all of the revenues, issues, earnings, profits or income thereof; makes an assignment for the benefit of creditors; or fails to pay Company's debts generally as they become due.
- 12.2 Uncured Events of Default. City shall give Company written notice of any Event of Default and Company shall have the following reasonable time period to cure same; For an Event Default which can be cured by the immediate payment of money to City or a third party, Company shall cure such default within thirty (30) days of the date such sum of money was due and payable; for and Event of Default by Company which cannot be cured by the immediate payment of money to City or a third party, Company shall have sixty (60) days from written notice from City to Company of an occurrence of such Event of Default. Company shall have the right to request an extension of the 30 or 60 day time period if the Event of Default cannot be reasonably cured in the time period.
- 12.3 If any Event of Default is not cured within the time period allowed for curing the Event of Default, as provided herein, such Event of Default shall, without notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies provided for in Section 12.1 and Section 12.2. Prior to the City enforcing the remedies provided for in afforded due process and the right to present evidence and testimony on its behalf. Further, any decision made by the City shall be

subject to appeal to a court of competent jurisdiction pursuant to the Administrative Procedures Act.

### 13 REMEDIES

13.1 Remedies. Upon the occurrence of any Uncured Event of Default as described in Part 12, City shall be entitled to exercise any and all of the following cumulative remedies:

13.1.1 City shall have the right to forfeit and terminate the Franchise and upon the forfeiture and termination thereof the Franchise shall be automatically deemed null and void and have no force or effect, Company shall remove the Cable System from City as and when requested by City and City shall retain any portion of the Franchise Fee and other fees or payments paid to it, or which are due and payable to it, to the date of the forfeiture and termination. City's right to forfeit and terminate the grant of the Franchise pursuant to this section is not limitation on City's right of revocation.

13.1.2 The commencement of an action against Company at law for monetary damages.

13.1.3 The commencement of action in equity seeking injunctive relief or the specific performance of any of the provisions, which, as a matter of equity, are specifically enforceable.

13.2 Remedies Not Exclusive. The rights and remedies of City set forth in this Franchise shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity,. City and Company understand and intend that such remedied shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same Uncured Event of Default.

### 14 PROVISION OF INFORMATION

14.1 Filings. Upon request Company shall provide City with copies of all documents, which Company sends to the FCC or to the State public service commission (or comparable State agency) and all records required by Company to be maintained under Section 76 of the FCC regulations (47 C.F.R. § 76) or successor sections, which relate to the Cable System.

14.2 Lawsuits. Upon request of City, Company shall provide City with copies of all pleadings in all lawsuits pertaining to the granting of this Franchise and the operation of the Cable System to which it is a party. Copies shall be provided within thirty (30) days of City's request.

14.3 Books and Records. City may review such of Company's books and records during regular business hours and on a non-disruptive basis, as are reasonably necessary to monitor compliance

with the terms hereof. Such records shall not be limited to, records required to be kept by Company pursuant to the rules and regulations of the FCC, and financial information underlying the summary report pertaining to the Franchise Fee. Notwithstanding anything to the contrary set forth herein, Company is not required to disclose personally identifiable subscriber information without the subscriber's consent in recognition of Section 631 of the Cable Act, 47 U.S.C. § 551, regarding the protection of subscriber privacy; nor shall Company be required to disclose its income tax returns or information underlying the preparation of any such returns. To the extent permitted by law, City agrees to treat on a confidential basis any information disclosed by Company to it under this Section. In so according confidential treatment, to the extent permitted by law, disclosure of Company's records by City shall be limited to only those of its employees, representatives and agents that have a need to know, and that are in a confidential relationship with City.

## 15 GENERAL

- 15.1 Entire Agreement. This Franchise Agreement including the Exhibits attached hereto, contains the entire agreement between the parties and all prior franchises, negotiations and agreements are merged herein and hereby superseded, except that any obligation of Company to indemnify City under a prior franchise or agreement shall be continuing as to those matters (if any) occurring during the term of said prior franchise or agreement on which Company was obligated to indemnify City.
- 15.2 Notices. Except as otherwise specified herein, all notices, consents, approvals, requests and other communications (herein collectively "Notices") required or permitted under this Franchise Agreement shall be given in writing and mailed by registered or certified first-class mail, return receipt requested addressed as follows:

If to City:

City Manager

100 N Caldwell Ave.

Paris, TN 38242

If to Company:

or

Charter Communications

Vice President Government Relations,

906 South 12<sup>th</sup> Street

Charter Communications

Murray, KY 42071

12405 Powerscourt Drive

St. Louis, MO 63131

All notices shall be deemed given on the day of mailing. Either party to this Franchise Agreement may change its address for the receipt of Notices at any time by giving notice thereof to the other as provided in this Section. Any notice given by any party hereunder must be signed by an authorized representative of such party.

15.3 Conferences. The parties hereby agree to meet at reasonable times on reasonable notice to discuss any aspect of this Franchise Agreement, the provision of Cable Services or the Cable System during the term of this Franchise Agreement.

15.4 Governing Law. This Franchise Agreement shall be construed pursuant to the laws of the State of Tennessee and the United States of America.

15.5 Waiver of Compliance. No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Franchise Agreement, or to exercise any right to term or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Franchise Agreement, but each and every covenant, agreement term or condition of this Franchise

Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

- 15.5.1 City may waive any obligation of Company under this Franchise Agreement, in whole or in part, at any time. This includes, but is not limited to, instances of a claim or showing by a Company that the costs associated with the provision being waived would increase the rates Company is legally allowed to charge subscribers, such as a claim that such costs are an "external cost" which allow Company to increase its rates under the FCC rules.
- 15.6 Independent Contractor Relationship. The relationship of Company to City is and shall continue to be an independent contractual relationship, and no liability or benefits, such as worker's compensation, pension rights or liabilities, insurance rights or liabilities or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agents or employees as a result of the performance of this Franchise Agreement.
- 15.7 Severability. If any section, paragraph, or provision of this Franchise Agreement shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Franchise Agreement.
- 15.8 Effective Date. This Franchise Agreement shall be effective as of ("Effective Date"). Any prior franchise shall terminate as of midnight of the day immediately preceding the Effective Date of this Franchise Agreement.
- 15.9 FCC Rules. A copy of FCC Rule 76.309 as in effect on the date of this Franchise Agreement is attached hereto as Exhibit L. A copy of FCC Rule 76.501 as in effect on the date of this Franchise Agreement is attached hereto as Exhibit K.
- 15.10 Captions. All captions are for convenience of use and have no substantive effect, except for those captions in the Definitions Section of this Franchise Agreement.
- 15.11 Conflicts. In the event of a conflict between this Franchise Agreement and the provision of any prior franchise or any franchise, permit, consent agreement or other agreement with Company, the provisions of this Franchise Agreement shall control.
- 15.12 Force Majeure. In the event Company's performance of any to the terms, conditions or obligations required by this Franchise Agreement is prevented by a cause or event, not within Company's reasonable control, it shall be deemed excused for the period of such inability and no penalties or sanctions shall be imposed as a result thereof. Causes or events not within the control of Company shall include acts of God, strikes, sabotage, riots or civil disturbances, failure or loss of utilities, explosions, acts of public enemies and natural disasters.

- 15.13 Franchise Agreement Accepted. Company further acknowledges by acceptance of this Franchise Agreement that it has carefully read the terms and conditions of this Franchise Agreement and any applicable cable ordinance of City and accepts the obligations imposed thereby regardless of whether such obligations are contained in the Franchise Agreement or such cable ordinance, or both. As of the Effective Date, and without waiving any rights Company may have to challenge the lawfulness or enforceability of this Franchise Agreement or ordinances in the future, Company does not contend that any provisions of the Franchise Agreement is unlawful or unenforceable, nor is it aware of any ordinance which contends is lawful or unenforceable.
- 15.14 Waiver of Compliance. No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Franchise Agreement, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach or such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Franchise Agreement, but each and every covenant, agreement, term or condition of this Franchise Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
- 15.15 Specific Rights Reserved by City. In addition to any other rights reserved to City this Franchise Agreement is subject to the right City:
- 15.15.1 To revoke the Franchise Agreement for misuse, non-use, or the failure to comply with the material provisions of any applicable cable ordinance of City, as such may be supplemented or amended from time to time, or any other material local, State or Federal laws or regulations, subject to the procedures set forth in Parts 11, 12, and 13.
  - 15.15.2 To require proper and adequate extensions of the Cable System and Cable Services and maintenance thereof at the highest practicable standard of efficiency.
  - 15.15.3 To establish reasonable standards of Cable Service and quality of products, and to prevent unjust discrimination in Cable Service or rates.
  - 15.15.4 To require continuous and uninterrupted service to the public in accordance with the terms of this Franchise Agreement throughout the entire period hereof.
  - 15.15.5 To control and regulate the use of its streets, alleys, bridges, streets. Public Ways, and public places and other public property and the space above and beneath them.
  - 15.15.6 Through its appropriately designated representatives, to inspect all construction or installation work performed subject to the provisions of this Franchise Agreement or any cable ordinance of City and to make such inspections as it shall find necessary to insure compliance with the terms of this Franchise Agreement, such cable ordinance, and other pertinent provisions of law.



15.15.7 At the expiration of the term for which this Franchise Agreement is granted, and absent a renewal of it, or upon the revocation of the Franchise Agreement, to require the Company to remove at its own expense any and all aerial portions of the Cable System from the streets and Public Ways within City.

- 16 This ordinance and Franchise Agreement shall be signed and executed by a duly authorized representative of Charter Communications LLC and shall take effect upon third reading approval of City Council.

PARIS CITY COMMISSION

By: \_\_\_\_\_

Mayor

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

CHARTER COMMUNICATIONS, LLC

By:

\_\_\_\_\_

**EXHIBIT A**  
**CABLE SYSTEM DESCRIPTION**

The Cable System shall meet the requirements set forth below.

1. For both analog and digital multicast service the video signal delivered to the subscriber shall meet or exceed the FCC standards for signal quality set forth at 47 CFR § 76.601.
2. Subscribers shall be grouped into nodes that are arranged geographically. Node sizing shall average no more than 1,000 homes served. From each node, coaxial cable shall be used to deliver all information streams to and from subscribers; optical cable shall be used to carry upstream and downstream communication from Company's headend to the node.

**EXHIBIT B**  
**CONTRIBUTIONS IN AID OF CONSTRUCTION**

Example 1: Subscriber 1 pays \$1,000 for a line extension in year one. In year two, a second subscriber is added to the extension. Even with both subscribers the homes per mile standard for a free extension is not met. Company in year two collects \$333 ( $\$1,000/2$  less 33%) from subscriber 2 and pays it to subscriber 1.

Example 2: Subscriber 1 pays \$1,000 for a line extension in year 1. In year 3, two subscribers are added to the extension and with both the homes per mile standard for a free extension it met. Company in year three collects zero from subscribers 2 and 3 but refunds \$333 ( $\$1,000$  less 66%) to subscriber 1.

## **EXHIBIT C**

W. G. Rhea Elementary School  
115 South Wilson Street  
Paris, TN

Paris Elementary School/Paris Civic Center  
650 Volunteer Drive  
Paris, TN

W. O. Inman Middle School  
400 Harrison Street  
Paris, TN

Henry County High School  
315 South Wilson Street  
Paris, TN

Henry County High School/Grove Campus  
215 Grove Boulevard  
Paris, TN

Tennessee Technology Center  
312 South Wilson Street  
Paris, TN

W. G. Rhea Public Library  
400 West Washington Street  
Paris, TN

City of Paris/City Hall  
100 North Caldwell Street  
Paris, TN

City of Paris/Police Department  
100 North Caldwell Street  
Paris, TN

City of Paris/Fire Department  
303 Tyson Avenue  
Paris, TN

Henry County Sheriff's Department  
210 Forrest Heights  
Paris, TN

Paris-Henry County Heritage Center  
614 North Poplar Street  
Paris, TN

(Ord. #1009, 03/06/03)

## CHAPTER 5

### STORMWATER MANAGEMENT

#### SECTION

- 13-501. General provisions.
- 13-502. Definitions.
- 13-503. Waivers.
- 13-504. Stormwater system design: Construction and Permanent stormwater management.
- 13-505. Permanent stormwater management: operation, maintenance, and inspection.
- 13-506. Existing locations and ongoing developments.
- 13-507. Illicit discharges.
- 13-508. Enforcement.
- 13-509. Penalties.
- 13-510. Appeals.

#### **13-501. General provisions.**

(1) Purpose. It is the purpose of this chapter to:

- (a) Protect, maintain, and enhance the environment of the city and the public health, safety and the general welfare of the citizens of the city, by controlling discharges of pollutants to the city's stormwater system and to maintain and improve the quality of the receiving waters into which the stormwater outfalls flow, including, without limitation, lakes, rivers, streams, ponds, wetlands, and groundwater of the city;
- (b) Enable the city to comply with the National Pollution Discharge Elimination System permit (NPDES) and applicable regulations, 40 CFR 122.26 for stormwater discharges;
- (c) Allow the city to exercise the powers granted in Tennessee Code Annotated § 68-221-1105, which provides that, among other powers cities have with respect to stormwater facilities, is the power by ordinance or resolution to:
  - (i) Exercise general regulation over the planning, location, construction, and operation and maintenance of stormwater facilities in the city, whether or not owned and operated by the city;
  - (ii) Adopt any rules and regulations deemed necessary to accomplish the purposes of this statute, including the adoption of a system of fees for services and permits;
  - (iii) Establish standards to regulate the quantity of stormwater discharged and to regulate stormwater contaminants as may be necessary to protect water quality;
  - (iv) Review and approve plans and plats for stormwater management in proposed subdivisions or commercial developments;
  - (v) Issue permits for stormwater discharges, or for the construction, alteration, extension, or repair of stormwater facilities;
  - (vi) Suspend or revoke permits when it is determined that the permittee has violated any applicable ordinance, resolution, or condition of the permit;
  - (vii) Regulate and prohibit discharges into stormwater facilities of sanitary, industrial, or commercial sewage or waters that have otherwise been contaminated; and
  - (viii) Expend funds to remediate or mitigate the detrimental effects of contaminated land or other sources of stormwater contamination, whether public or private.
- (2) Administering entity. The City of Paris Public Works Department under the direction of the City Manager shall administer the provisions of this chapter.
- (3) Stormwater management ordinance. The intended purpose of this ordinance is to safeguard property and public welfare by regulating stormwater drainage and requiring temporary and permanent provisions for its control. It should be used as a planning and engineering implement to facilitate the necessary control of stormwater.

**13-502. Definitions.** For the purpose of this chapter, the following definitions shall apply: Words used in the singular shall include the plural, and the plural shall include the singular; words used in the present tense shall include the future tense. The word “shall” is mandatory and not discretionary. The word “may” is permissive. Words not defined in this section shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster’s Dictionary.

- (1) “Administrative or Civil Penalties.” Under the authority provided in Tennessee Code Annotated § 68-221-1106, the city declares that any person violating the provisions of this chapter may be assessed a civil penalty by the city of not less than fifty dollars (\$50.00) and not more than five thousand dollars (\$5,000.00) per day for each day of violation. Each day of violation shall constitute a separate violation.
- (2) “As built plans” means drawings depicting conditions as they were actually constructed.
- (3) “Best Management Practices” (“BMP’s”) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants to waters of the state. BMP’s also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.
- (4) “Borrow Pit” is an excavation from which erodible material (typically soil) is removed to be fill for another site. There is no processing or separation of erodible material conducted at the site. Given the nature of activity and pollutants present at such excavation, a borrow pit is considered a construction activity for the purpose of this permit.
- (5) “Buffer Zone” means a setback from the top of water body’s bank of undisturbed vegetation, including trees, shrubs and herbaceous vegetation; enhanced or restored vegetation; or the re-establishment of native vegetation bordering streams, ponds, wetlands, springs, reservoirs or lakes, which exists or is established to protect those water bodies. The goal of the water quality buffer is to preserve undisturbed vegetation that is native to the streamside habitat in the area of the project. Vegetated, preferably native, water quality buffers protect water bodies by providing structural integrity and canopy cover, as well as stormwater infiltration, filtration and evapotranspiration. Buffer width depends on the size of a drainage area. Streams or other waters with drainage areas less than 1 square mile will require buffer widths of 30 feet minimum. Streams or other waters with drainage areas greater than 1 square mile will require buffer widths of 60 feet minimum. The 60-foot criterion for the width of the buffer zone can be established on an average width basis at a project, as long as the minimum width of the buffer zone is more than 30 feet at any measured location. The MS4 must develop and apply criteria for determining the circumstances under which these averages will be available. A determination that standards cannot be met may not be based solely on the difficulty or cost associated with implementation. Every attempt should be made for development and redevelopment activities not to take place within the buffer zone. If water quality buffer widths as defined above cannot be fully accomplished on-site, the MS4 must develop and apply criteria for determining the circumstances under which alternative buffer widths will be available. A determination that water quality buffer widths cannot be met on site may not be based solely on the difficulty or cost of implementing measures, but must include multiple criteria, such as: type of project, existing land use and physical conditions that preclude use of these practices.
- (6) “Buffer Zone Requirements”
  - (a) “Construction” applies to all streams adjacent to construction sites, with an exception for streams designated as impaired or Exceptional Tennessee waters, as designated by the Tennessee Department of Environment and Conservation. A 30-foot natural riparian buffer zone adjacent to all streams at the construction site shall be preserved, to the maximum extent practicable, during construction activities at the site. The water quality buffer zone is required to protect waters of the state located within or immediately adjacent to the boundaries of the project, as identified using methodology from Standard Operating Procedures for Hydrologic Determinations (see rules to implement a certification program for Qualified Hydrologic Professionals,

TN Rules Chapter 0400-40-17). Buffer zones are not primary sediment control measures and should not be relied on as such. Rehabilitation and enhancement of a natural buffer zone is allowed, if necessary, for improvement of its effectiveness of protection of the waters of the state. The buffer zone requirement only applies to new construction sites. The riparian buffer zone should be preserved between the top of stream bank and the disturbed construction area. The 30-foot criterion for the width of the buffer zone can be established on an average width basis at a project, as long as the minimum width of the buffer zone is more than 15 feet at any measured location.

(b) Buffer zone requirements for discharges into impaired or exceptional waters:

A 60-foot natural riparian buffer zone adjacent to the receiving stream designated as impaired or exceptional waters shall be preserved, to the maximum extent practicable, during construction activities at the site. The water quality buffer zone is required to protect waters of the state (e.g., perennial and intermittent streams, rivers, lakes, wetlands) located within or immediately adjacent to the boundaries of the project, as identified on a 7.5-minute USGS quadrangle map, or as determined by the director. Buffer zones are not sediment control measures and should not be relied upon as primary sediment control measures. Rehabilitation and enhancement of a natural buffer zone is allowed, if necessary, for improvement of its effectiveness of protection of the waters of the state. The buffer zone requirement only applies to new construction sites. The riparian buffer zone should be established between the top of stream bank and the disturbed construction area. The 60-foot criterion for the width of the buffer zone can be established on an average width basis at a project, as long as the minimum width of the buffer zone is more than 25 feet at any measured location.

(c) "Permanent" new development and significant redevelopment sites are required to preserve water quality buffers along waters within the MS4. Buffers shall be clearly marked on site development plans, Grading Permit applications, and/or concept plans. Buffer width depends on the size of a drainage area. Streams or other waters with drainage areas less than 1 square mile will require buffer widths of 30 feet minimum. Streams or other waters with drainage areas greater than 1 square mile will require buffer widths of 60 feet minimum. The 60-foot criterion for the width of the buffer zone can be established on an average width basis at a project, as long as the minimum width of the buffer zone is more than 30 feet at any measured location.

- (7) "Channel" means a natural or artificial watercourse with a definite bed and banks that conducts flowing water continuously or periodically.
- (8) "Common plan of development or sale" is broadly defined as any announcement or documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating construction activities may occur on a specific plot. A common plan of development or sale identifies a situation in which multiple areas of disturbance are occurring on contiguous areas. This applies because the activities may take place at different times, on different schedules, by different operators.
- (9) "Design storm event" means a hypothetical storm event, of a given frequency interval and duration, used in the analysis and design of a stormwater facility. The estimated design rainfall amounts, for any return period interval (i.e., 2-yr, 5-yr, 25-yr, etc.) in terms of either 24-hour depths or intensities for any duration, can be found by accessing the following NOAA National Weather Service Atlas 14 data for Tennessee: [http://hdsc.nws.noaa.gov/hdsc/pfds/pfds\\_map\\_cont.html?bkmrk=tn](http://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html?bkmrk=tn). Other data sources may be acceptable with prior written approval by TDEC Water Pollution Control.
- (10) "Contaminant" means any physical, chemical, biological, or radiological substance or matter in water.
- (11) "Discharge" means dispose, deposit, spill, pour, inject, seep, dump, leak or place by any means, or that which is disposed, deposited, spilled, poured, injected, seeped, dumped, leaked, or placed by any means including any direct or indirect entry of any solid or liquid matter into the municipal separate storm sewer system.

- (12) "Easement" means an acquired privilege or right of use or enjoyment that a person, party, firm, corporation, city or other legal entity has in the land of another.
- (13) "Erosion" means the removal of soil particles by the action of water, wind, ice or other geological agents, whether naturally occurring or acting in conjunction with or promoted by human activities or effects.
- (14) "Erosion prevention and sediment control plan (EPSCP)" means a written plan (including drawings or other graphic representations) that is designed to minimize the erosion and sediment runoff at a site during construction activities.
- (15) "Hotspot" means an area where land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater. The following land uses and activities are deemed stormwater hot spots, but that term is not limited to only these land uses:
- (a) vehicle salvage yards and recycling facilities
  - (b) vehicle service and maintenance facilities
  - (c) vehicle and equipment cleaning facilities
  - (d) fleet storage areas (bus, truck, etc.)
  - (e) industrial sites (included on Standard Industrial Classification code list)
  - (f) marinas (service and maintenance)
  - (g) public works storage areas
  - (h) facilities that generate or store hazardous waste materials
  - (i) commercial container nursery
  - (j) restaurants and food service facilities
  - (k) other land uses and activities as designated by an appropriate review authority
- (16) "Illicit connections" means illegal and/or unauthorized connections to the municipal separate stormwater system whether or not such connections result in discharges into that system.
- (17) "Illicit discharge" means any discharge to the municipal separate storm sewer system that is not composed entirely of stormwater and not specifically exempted under §13-507(2).
- (18) "Improved sinkhole" is a natural surface depression that has been altered in order to direct fluids into the hole opening. Improved sinkhole is a type of injection well regulated under TDEC's Underground Injection Control (UIC) program. Underground injection constitutes an intentional disposal of waste waters in natural depressions, open fractures, and crevices (such as those commonly associated with weathering of limestone).
- (19) "Inspector" An inspector is a person that has successfully completed (has a valid certification from) the "Fundamentals of Erosion Prevention and Sediment Control Level I" course or equivalent course. An inspector performs and documents the required inspections, paying particular attention to time-sensitive permit requirements such as stabilization and maintenance activities. An inspector may also have the following responsibilities:
- (a) oversee the requirements of other construction-related permits, such as Aquatic Resources Alteration Permit (ARAP) or Corps of Engineers permit for construction activities in or around waters of the state;
  - (b) update field SWPPP's;
  - (c) conduct pre-construction inspection to verify that undisturbed areas have been properly marked and initial measures have been installed; and
  - (d) inform the permit holder of activities that may be necessary to gain or remain in compliance with the Construction General Permit (CGP) and other environmental permits.
- (20) "Land disturbing activity" means any activity on property that results in a change in the existing soil cover (both vegetative and non-vegetative) and/or the existing soil topography. Land-disturbing activities include, but are not limited to, development, re-development, demolition, construction, reconstruction, clearing, grading, filling, and excavation.
- (21) "Maintenance" means any activity that is necessary to keep a stormwater facility in good working order so as to function as designed. Maintenance shall include complete reconstruction of a stormwater facility if reconstruction is needed in order to restore the facility to its original operational design parameters. Maintenance shall also include the correction of any problem on the site property that may directly impair the functions of the stormwater facility.

- (22) "Maintenance agreement" means a document recorded in the land records that acts as a property deed restriction, and which provides for long-term maintenance of stormwater management practices.
- (23) "Municipal separate storm sewer system (MS4)" means the conveyances owned or operated by the city for the collection and transportation of stormwater, including the roads and streets and their drainage systems, catch basins, curbs, gutters, ditches, man-made channels, and storm drains, and where the context indicates, it means the municipality that owns the separate storm sewer system.
- (24) "National Pollutant Discharge Elimination System permit" or a "NPDES permit" means a permit issued pursuant to 33 U.S.C. 1342.
- (25) "Off-site facility" means a structural BMP located outside the subject property boundary described in the permit application for land development activity.
- (26) "On-site facility" means a structural BMP located within the subject property boundary described in the permit application for land development activity.
- (27) "Peak flow" means the maximum instantaneous rate of flow of water at a particular point resulting from a storm event.
- (28) "Person" means any and all persons, natural or artificial, including any individual, firm or association and any municipal or private corporation organized or existing under the laws of this or any other state or country.
- (29) "Runoff" means that portion of the precipitation on a drainage area that is discharged from the area into the municipal separate storm sewer system.
- (30) "Sediment" means solid material, both inorganic and organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, gravity, or ice and has come to rest on the earth's surface either above or below sea level.
- (31) "Sedimentation" means soil particles suspended in stormwater that can settle in stream beds.
- (32) "Soils Report" means a study of soils on a subject property with the primary purpose of characterizing and describing the soils. The soils report shall be prepared by a qualified soils engineer, who shall be directly involved in the soil characterization either by performing the investigation or by directly supervising employees conducting the investigation.
- (33) "Stabilization" means providing adequate measures, vegetative and/or structural, that will prevent erosion from occurring.
- (34) "Stormwater" means stormwater runoff, snow melt runoff, surface runoff, street wash waters related to street cleaning or maintenance, infiltration and drainage.
- (35) "Stormwater entity" means the entity designated by the city to administer the stormwater management ordinance, and other stormwater rules and regulations adopted by the city.
- (36) "Stormwater management" means the programs to maintain quality and quantity of stormwater runoff to pre-development levels.
- (37) "Stormwater management facilities" means the drainage structures, conduits, ponds, ditches, combined sewers, sewers, and all device appurtenances by means of which stormwater is collected, transported, pumped, treated or disposed of.
- (38) "Stormwater management plan" means the set of drawings and other documents that comprise all the information and specifications for the programs, drainage systems, structures, BMP's, concepts and techniques intended to maintain or restore quality and quantity of stormwater runoff to pre-development levels.
- (39) "Stormwater Pollution Prevention Plan (SWPPP)" means a written plan that includes site map(s), an identification of construction/contractor activities that could cause pollutants in the stormwater, and a description of measures or practices to control these pollutants. It must be prepared and approved before construction begins. In order to effectively reduce erosion and sedimentation impacts, Best Management Practices (BMP's) must be designed, installed, and maintained during land disturbing activities. The SWPPP should be prepared in accordance with the current Tennessee Erosion and Sediment Control Handbook. The handbook is intended for use during the design and construction of projects that require erosion and sediment controls to protect waters of the state. It also aids in the development of SWPPPs and other reports, plans, or specifications required when participating in Tennessee's water quality regulations. All SWPPP's shall be prepared and updated in



accordance with Section 3 of the General NPDES Permit for Discharges of Stormwater Associated with Construction Activities.

- (40) "Stormwater runoff" means flow on the surface of the ground, resulting from precipitation.
- (41) "Structural BMP's" means facilities that are constructed to provide control of stormwater runoff.
- (42) "Surface water" includes waters upon the surface of the earth in bounds created naturally or artificially including, but not limited to, streams, other water courses, lakes and reservoirs.
- (43) "Waste site" means an area where waste material from a construction site is deposited. When the material is erodible, such as soil, the site must be treated as a construction site.
- (44) "Water Quality Buffer" see "Buffer".
- (45) "Watercourse" means a permanent or intermittent stream or other body of water, either natural or man-made, which gathers or carries surface water.
- (46) "Watershed" means all the land area that contributes runoff to a particular point along a waterway.
- (47) "Waters" or "waters of the state" means any and all water, public or private, on or beneath the surface of the ground, which are contained within, flow through, or border upon Tennessee or any portion thereof except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or effect a junction with natural surface or underground waters.
- (48) "Wetland(s)" means those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted to life in saturated soil conditions. Wetlands include, but are not limited to, swamps, marshes, bogs, and similar areas.
- (49) "Wet weather conveyances" are man-made or natural watercourses, including natural watercourses that have been modified by channelization, that flow only in direct response to precipitation runoff in their immediate locality and whose channels are above the groundwater table and are not suitable for drinking water supplies; and in which hydrological and biological analyses indicate that, under normal weather conditions, due to naturally occurring ephemeral or low flow, there is not sufficient water to support fish or multiple populations of obligate lotic aquatic organisms whose life cycle includes an aquatic phase of at least two months. (Rules and Regulations of the State of Tennessee, Chapter 1200-4-3-.04(3)).

### **13-503. Waivers.**

- (1) General. No waivers will be granted any construction or site work project. All construction and site work shall provide for stormwater management as required by this ordinance. However, alternatives to the 2010 NPDES General Permit for Discharges from Small Municipal Separate Storm Sewer Systems primary requirement for on-site permanent stormwater management may be considered, if:
  - (a) Management measures cannot be designed, built and maintained to infiltrate, evapotranspire, harvest and/or use, at a minimum, the first inch of every rainfall event preceded by 72 hours of no measurable precipitation. This first inch of rainfall must be 100% managed with no discharge to surface waters.
  - (b) It can be demonstrated that the proposed development is not likely to impair attainment of the objectives of this chapter. Alternative minimum requirements for on-site management of stormwater discharges have been established in a stormwater management plan that has been approved by the city.
- (2) Downstream damage, etc. prohibited. In order to receive consideration, the applicant must demonstrate to the satisfaction of the City of Paris that the proposed alternative will not lead to any of the following conditions downstream:
  - (a) Deterioration of existing culverts, bridges, dams, and other structures;
  - (b) Degradation of biological functions or habitat;
  - (c) Accelerated streambank or streambed erosion or siltation;

- (d) Increased threat of flood damage to public health, life or property.
- (3) Grading permit not to be issued where alternatives requested. No grading permit shall be issued where an alternative has been requested until the alternative is approved. If no alternative is approved, the plans must be resubmitted with a stormwater management plan that meets the primary requirement for on-site stormwater management.

**13-504. Stormwater system design: Construction and Permanent stormwater management.**

- (1) MS4 Stormwater design or BMP manuals.
  - (a) Adoption. The city adopts as its MS4 stormwater design and best management practices (BMP) manuals for stormwater management, construction and permanent, the following publications, which are incorporated by reference in this ordinance as if fully set out herein:
    - (i) TDEC Erosion Prevention and Sediment Control Handbook; most current edition.
    - (ii) The Nashville-Davidson County Metro Stormwater Management Manual (BEST MANAGEMENT PRACTICES (BMP) MANUAL - Volume 4) most current edition.
    - (iii) A collection of MS4 approved BMP's developed or collected by the MS4 that comply with the goals of the MS4 permit and/or the CGP.
  - (b) The city's BMP manual(s) include a list of acceptable BMP's including the specific design performance criteria and operation and maintenance requirements for each stormwater practice. These include city approved BMP's for permanent stormwater management including green infrastructure BMP's.
  - (c) The city manual(s) may be updated and expanded from time to time, at the discretion of the governing body of the city, upon the recommendation of the City Manager, based on improvements in engineering, science, monitoring and local maintenance experience, or changes in federal or state law or regulation. Stormwater facilities that are designed, constructed and maintained in accordance with these BMP criteria will be presumed to meet the minimum water quality performance standards.
- (2) Land development. This section shall be applicable to all land development, including, but not limited to, site plan applications, subdivision applications, land disturbance applications and grading applications. These standards apply to any new development or redevelopment site that meets one or more of the following criteria:
  - (a) One (1) acre or more;
    - (1) New development that involves land development activities of one (1) acre or more;
    - (2) Redevelopment that involves other land development activity of one (1) acre or more;
  - (b) Projects or developments of less than one acre of total land disturbance may be required to obtain authorization under this ordinance if:
    - (1) the Codes Enforcement Officer has determined that the stormwater discharge from a site is causing, contributing to, or is likely to contribute to a violation of a state water quality standard;
    - (2) the Codes Enforcement Officer has determined that the stormwater discharge is, or is likely to be a significant contributor of pollutants to waters of the state;
    - (3) changes in state or federal rules require sites of less than one acre that are not part of a larger common plan of development or sale to obtain a stormwater permit;
    - (4) Any new development or redevelopment, regardless of size, that is defined by the Codes Enforcement Officer to be a hotspot land use; or

- (5) Minimum applicability criteria set forth in item (a) above if such activities are part of a larger common plan of development, even multiple, that is part of a separate and distinct land development activity that may take place at different times on different schedules.

Note: Any discharge of stormwater or other fluid to an improved sinkhole or other injection well, as defined, must be authorized by permit or rule as a Class V underground injection well under the provisions of Tennessee Department of Environment and Conservation (TDEC) Rules, Chapter 1200-4-6.

- (3) Submittal of a copy of the NOC, SWPPP and NOT to the local MS4

Permittees who discharge stormwater through an NPDES-permitted municipal separate storm sewer system (MS4) who are not exempted in section 1.4.5 (Permit Coverage through Qualifying Local Program) of the Construction General Permit (CGP) must provide proof of coverage under the Construction General Permit (CGP); submit a copy of the Stormwater Pollution Prevention Plan (SWPPP); and at project completion, a copy of the signed notice of termination (NOT) to the City of Paris. Permitting status of all permittees covered (or previously covered) under this general permit as well as the most current list of all MS4 permits is available at the TDEC's DataViewer web site.

Copies of additional applicable local, state or federal permits (i.e.: ARAP, etc.) must also be provided upon request. If requested, these permits must be provided before the issuance of any land disturbance permit or the equivalent.

- (4) Stormwater Pollution Prevention Plan (SWPPP) for Construction Stormwater Management: The applicant must prepare a stormwater pollution prevention plan for all construction activities that complies with subsection (5) below. The purpose of this plan is to identify construction/contractor activities that could cause pollutants in the stormwater, and to describe measures or practices to control these pollutants during project construction.
- (5) Stormwater Pollution Prevention Plan requirements. The erosion prevention and sediment control plan component of the SWPPP shall accurately describe the potential for soil erosion and sedimentation problems resulting from land disturbing activity and shall explain and illustrate the measures that are to be taken to control these problems. The length and complexity of the plan is to be commensurate with the size of the project, severity of the site condition, and potential for off-site damage. If necessary, the plan shall be phased so that changes to the site during construction that alter drainage patterns or characteristics will be addressed by an appropriate phase of the plan. The plan shall be sealed by a registered professional engineer or landscape architect licensed in the state of Tennessee. The plan shall also conform to the requirements found in the MS4 BMP manual, and shall include at least the following:
  - (a) Project description - Briefly describe the intended project and proposed land disturbing activity including number of units and structures to be constructed and infrastructure required.
  - (b) A topographic map with contour intervals of five (5) feet or less showing present conditions and proposed contours resulting from land disturbing activity.
  - (c) All existing drainage ways, including intermittent and wet-weather. Include any designated floodways or flood plains.
  - (d) A general description of existing land cover. Individual trees and shrubs do not need to be identified.
  - (e) Stands of existing trees as they are to be preserved upon project completion, specifying their general location on the property. Differentiation shall be made between existing trees to be preserved, trees to be removed and proposed planted trees. Tree protection measures must be identified, and the diameter of the area involved must also be identified on the plan and shown to scale. Information shall be supplied concerning the proposed destruction of exceptional and historic trees in setbacks and buffer strips, where they exist. Complete landscape plans may be submitted separately. The plan must include the sequence of implementation for tree protection measures.
  - (f) Approximate limits of proposed clearing, grading and filling.

- (g) Approximate flows of existing stormwater leaving any portion of the site.
- (h) A general description of existing soil types and characteristics and any anticipated soil erosion and sedimentation problems resulting from existing characteristics.
- (i) Location, size and layout of proposed stormwater and sedimentation control improvements.
- (j) Existing and proposed drainage network.
- (k) Proposed drain tile or waterway sizes.
- (l) Approximate flows leaving site after construction and incorporating water run-off mitigation measures. The evaluation must include projected effects on property adjoining the site and on existing drainage facilities and systems. The plan must address the adequacy of outfalls from the development: when water is concentrated, what is the capacity of waterways, if any, accepting stormwater off-site; and what measures, including infiltration, sheeting into buffers, etc., are going to be used to prevent the scouring of waterways and drainage areas off-site, etc.
- (m) The projected sequence of work represented by the grading, drainage and sedimentation and erosion control plans as related to other major items of construction, beginning with the initiation of excavation and including the construction of any sediment basins or retention/detention facilities or any other structural BMP's.
- (n) Specific remediation measures to prevent erosion and sedimentation run-off. Plans shall include detailed drawings of all control measures used; stabilization measures including vegetation and non-vegetation measures, both temporary and permanent, will be detailed. Detailed construction notes and a maintenance schedule shall be included for all control measures in the plan.
- (o) Specific details for: the construction of stabilized construction entrance/exits, concrete washouts, and sediment basins for controlling erosion; road access points; eliminating or keeping soil, sediment, and debris on streets and public ways at a level acceptable to the city. Soil, sediment, and debris brought onto streets and public ways must be removed by the end of the work day to the satisfaction of the city. Failure to remove the sediment, soil or debris shall be deemed a violation of this ordinance.
- (p) Proposed structures: location and identification of any proposed additional buildings, structures or development on the site.
- (q) A description of on-site measures to be taken to recharge surface water into the ground water system through runoff reduction practices.
- (r) Specific details for construction waste management. Construction site operators shall control waste such as discarded building materials, concrete truck washout, petroleum products and petroleum related products, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality. When the material is erodible, such as soil, the site must be treated as a construction site.
- (6) General design performance criteria for permanent stormwater management: the following performance criteria shall be addressed for permanent stormwater management at all development sites:
  - (a) Site design standards for all new and redevelopment require, in combination or alone, management measures that are designed, built and maintained to infiltrate, evapotranspire, harvest and/or use, at a minimum, the first inch of every rainfall event preceded by 72 hours of no measurable precipitation. This first inch of rainfall must be 100% managed with no discharge to surface waters.
  - (b) Limitations to the application of runoff reduction requirements include, but are not limited to:
    - (i) Where a potential for introducing pollutants into the groundwater exists, unless pretreatment is provided;
    - (ii) Where pre-existing soil contamination is present in areas subject to contact with infiltrated runoff;
    - (iii) Presence of sinkholes or other karst features.
  - (c) Pre-development infiltrative capacity of soils at the site must be taken into account in selection of runoff reduction management measures.

- (d) Incentive Standards for re-developed sites: a 10% reduction in the volume of rainfall to be managed for any of the following types of development. Such credits are additive such that a maximum reduction of 50% of the standard in the paragraph above is possible for a project that meets all 5 criteria:
  - (i) Redevelopment;
  - (ii) Brownfield redevelopment;
  - (iii) High density (>7 units per acre);
  - (iv) Vertical Density, (Floor to Area Ratio (FAR) of 2 or >18 units per acre); and
  - (v) Mixed use and Transit Oriented Development (within ½ mile of transit).
- (e) For projects that cannot meet 100% of the runoff reduction requirement unless subject to the incentive standards, the remainder of the stipulated amount of rainfall must be treated prior to discharge with a technology documented to remove 80% total suspended solids (TSS) unless an alternative provided under this ordinance is approved. The treatment technology must be designed, installed and maintained to continue to meet this performance standard.
- (f) For projects that cannot meet 100% of the runoff reduction requirements, the City of Paris may allow runoff reduction measures to be implemented at another location within the same USGS 12-digit hydrologic unit code (HUC) as the original project. Off-site mitigation must be a minimum of 1.5 times the amount of water not managed on site. The off-site mitigation location (or alternative location outside the 12-digit HUC) and runoff reduction measures must be approved by the City of Paris. The City of Paris shall identify priority areas within the watershed in which mitigation projects can be completed. The City of Paris must create an inventory of appropriate mitigation projects, and develop appropriate institutional standards and management systems to value, evaluate and track transactions. Mitigation can be used for retrofit or redevelopment projects, but should be avoided in areas of new development.
- (g) To protect stream channels from degradation, specific channel protection criteria shall be provided as prescribed in the MS4 BMP manual.
- (h) Stormwater discharges to critical areas with sensitive resources (i.e., cold water fisheries, shellfish beds, swimming beaches, recharge areas, water supply reservoirs) may be subject to additional performance criteria, or may need to utilize or restrict certain stormwater management practices.
- (i) Stormwater discharges from hot spots may require the application of specific structural BMP's and pollution prevention practices. In addition, stormwater from a hot spot land use may not be infiltrated.
- (j) Prior to or during the site design process, applicants for land disturbance permits shall consult with the Codes Enforcement Officer to determine if they are subject to additional stormwater design requirements.
- (k) The calculations for determining peak flows as found in the MS4 BMP manual shall be used for sizing all stormwater facilities.
- (7) Minimum volume control requirements. (Note: the volume control requirements are by the MS4 and not the TDEC MS4 Permit) in accordance with 13-501(1)(c)(iii) the MS4 may establish standards to regulate the quantity of stormwater discharged, therefore:
  - (a) Stormwater designs shall meet the multi-stage storm frequency storage requirements as identified in the MS4 BMP manual.
  - (b) If hydrologic or topographic conditions warrant greater control than that provided by the minimum control requirements, the Codes Enforcement Officer may impose any and all additional requirements deemed necessary to control the volume, timing, and rate of runoff.
- (8) Permanent Stormwater management plan requirements. The stormwater management plan shall include sufficient information to allow the City of Paris to evaluate the environmental characteristics of the project site, the potential impacts of all proposed development of the site, both present and future, on the water resources, and the effectiveness and acceptability of the measures proposed for managing stormwater generated at the project site. To accomplish this goal the stormwater management plan shall include the following:

- (a) Topographic base map: Topographic base map of the site which extends a minimum of 100 feet beyond the limits of the proposed development and indicates:
  - (i) Existing surface water drainage including streams, ponds, culverts, ditches, sink holes, wetlands; and the type, size, elevation, etc., of nearest upstream and downstream drainage structures;
  - (ii) Current land use including all existing structures, locations of utilities, roads, and easements;
  - (iii) All other existing significant natural and artificial features;
  - (iv) Proposed land use with tabulation of the percentage of surface area to be adapted to various uses; drainage patterns; locations of utilities, roads and easements; the limits of clearing and grading.
- (b) Proposed structural and non-structural BMP's;
- (c) A written description of the site plan and justification of proposed changes in natural conditions may also be required;
- (d) Calculations: Hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in the MS4 BMP manual. These calculations must show that the proposed stormwater management measures are capable of controlling runoff from the site in compliance with this chapter and the guidelines of the MS4 BMP manual. Such calculations shall include:
  - (i) A description of the design storm frequency, duration, and intensity where applicable;
  - (ii) Time of concentration;
  - (iii) Soil curve numbers or runoff coefficients including assumed soil moisture conditions;
  - (iv) Peak runoff rates and total runoff volumes for each watershed area;
  - (v) Infiltration rates, where applicable;
  - (vi) Culvert, stormwater sewer, ditch and/or other stormwater conveyance capacities;
  - (vii) Flow velocities;
  - (viii) Data on the increase in rate and volume of runoff for the design storms referenced in the MS4 BMP manual; and
  - (ix) Documentation of sources for all computation methods and field test results.
- (e) Soils information: If a stormwater management control measure depends on the hydrologic properties of soils (e.g., infiltration basins), then a soils report shall be submitted. The soils report shall be based on on-site boring logs or soil pit profiles and soil survey reports. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soil types present at the location of the control measure.
- (9) Maintenance and repair plan: The design and planning of all permanent stormwater management facilities shall include detailed maintenance and repair procedures to ensure their continued performance. These plans will identify the parts or components of a stormwater management facility that need to be maintained and the equipment and skills or training necessary. Provisions for the periodic review and evaluation of the effectiveness of the maintenance program and the need for revisions or additional maintenance procedures shall be included in the plan.
- (10) Buffers and buffer zones: Buffer and buffer zones shall be those buffers and buffer zones as those terms are defined in 13-502(5) and (6), above, and shall meet the requirements contained in those provisions.
  - (a) Construction
    - (1) Construction requires buffer zone widths of a minimum of thirty (30) feet. The thirty (30) foot criterion for the width of the buffer zone can be established on an average width basis. As long as the minimum width of the buffer zone is fifteen (15) feet. The buffer zone shall meet all the other applicable requirements of 13-502 (5) and (6).
    - (2) Construction on impaired or exceptional waters. The width of the buffer zone shall be a minimum of sixty (60) feet. The sixty (60) feet criterion for the width of the

buffer zone can be established on an average basis at a project as long as the minimum width of the buffer is more than thirty (30) feet at any measured location. The buffer zone shall meet all the other applicable requirements of 13-502(5) and (60).

(b) Permanent

(1) More than one (1) square mile drainage area will require buffer zones of a minimum of sixty (60) feet. The sixty (60) foot criterion for the width of the buffer zone can be established on an average width basis, as long as the minimum width of the buffer zone is more than thirty (30) feet at any measured location.

(2) Less than one (1) square mile drainage area. Less than one (1) square mile drainage area will require buffer zones of a minimum of thirty (30) feet. The thirty (30) foot criterion for the width of the buffer zone can be established on an average width basis, as long as the minimum width of the buffer zone is more than thirty (30) feet at any measured location. The buffer zone shall meet all the other applicable requirements of 13-502(5) and (6).

(11) Plan Review. Plans submitted by an applicant/developer shall be reviewed by a licensed engineer retained by the City to assure compliance with all development standards required by 13.501 *et seq.* of the Paris Municipal Code. The City shall charge the applicant/developer a fee in an amount equal to the fee charged the City by its licensed engineer for review of the applicant/developer's plans. Said fee shall be paid by the applicant/developer to the City before any final licenses/permits/certificates of occupancy, or other similar permits are issued. (Ordinance # 1185, 4/11/2016).

**13-505. Permanent stormwater management: operation, maintenance, and inspection.**

(1) As built plans. All applicants are required to submit actual as built plans for any structures located on-site after final construction is completed. The plan must show the final design specifications for all stormwater management facilities and must be sealed by a registered professional engineer licensed to practice in Tennessee. A final inspection by the city is required before any performance security or performance bond will be released. The city shall have the discretion to adopt provisions for a partial pro-rata release of the performance security or performance bond on the completion of various stages of development. In addition, occupation permits shall not be granted until corrections to all BMP's have been made and accepted by the city.

(2) Landscaping and stabilization requirements.

(a) Any area of land from which the natural vegetative cover has been either partially or wholly cleared by development activities shall stabilize. Stabilization measures shall be initiated as soon as possible in portions of the site where construction activities have temporarily or permanently ceased. Temporary or permanent soil stabilization at the construction site (or a phase of the project) must be completed not later than 15 days after the construction activity in that portion of the site has temporarily or permanently ceased. In the following situations, temporary stabilization measures are not required:

(i) where the initiation of stabilization measures is precluded by snow cover or frozen ground conditions or adverse soggy ground conditions, stabilization measures shall be initiated as soon as practicable; or

(ii) where construction activity on a portion of the site is temporarily ceased, and earth disturbing activities will be resumed within 15 days.

(b) Permanent stabilization with perennial vegetation (using native herbaceous and woody plants where practicable) or other permanently stable, non-eroding surface shall replace any temporary measures as soon as practicable. Unpacked gravel containing fines (silt and clay sized particles) or crusher runs will not be considered a non-eroding surface.

(c) The following criteria shall apply to revegetation efforts:

(i) Reseeding must be done with an annual or perennial cover crop accompanied by placement of straw mulch or its equivalent of sufficient coverage to control erosion

until such time as the cover crop is established over ninety percent (90%) of the seeded area.

- (ii) Replanting with native woody and herbaceous vegetation must be accompanied by placement of straw mulch or its equivalent of sufficient coverage to control erosion until the plantings are established and are capable of controlling erosion.
- (iii) Any area of revegetation must exhibit survival of a minimum of seventy-five percent (75%) of the cover crop throughout the year immediately following

revegetation. Revegetation must be repeated in successive years until the minimum seventy-five percent (75%) survival for one (1) year is achieved.

- (iv) In addition to the above requirements, a landscaping plan must be submitted with the final design describing the vegetative stabilization and management techniques to be used at a site after construction is completed. This plan will explain not only how the site will be stabilized after construction, but who will be responsible for the maintenance of vegetation at the site and what practices will be employed to ensure that adequate vegetative cover is preserved.
- (3) Inspection of stormwater management facilities. Periodic inspections of facilities shall be performed, documented, and reported in accordance with this chapter, as detailed in §13-506.
  - (4) Records of installation and maintenance activities. Parties responsible for the operation and maintenance of a stormwater management facility shall make records of the installation of the stormwater facility, and of all maintenance and repairs to the facility, and shall retain the records for at least three (3) years. These records shall be made available to the city during inspection of the facility and at other reasonable times upon request.
  - (5) Failure to meet or maintain design or maintenance standards. If a responsible party fails or refuses to meet the design or maintenance standards required for stormwater facilities under this chapter, the city, after reasonable notice, may correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition. In the event that the stormwater management facility becomes a danger to public safety or public health, the city shall notify in writing the party responsible for maintenance of the stormwater management facility. Upon receipt of that notice, the responsible person shall have thirty (30) days to effect maintenance and repair of the facility in an approved manner. In the event that corrective action is not undertaken within that time, the city may take necessary corrective action. The cost of any action by the city under this section shall be charged to the responsible party.

### **13-506. Existing locations and ongoing developments.**

- (1) On-site stormwater management facilities maintenance agreement:
  - (a) Where the stormwater facility is located on property that is subject to a development agreement, and the development agreement provides for a permanent stormwater maintenance agreement that runs with the land, the owners of property must execute an inspection and maintenance agreement that shall operate as a deed restriction binding on the current property owners and all subsequent property owners and their lessees and assigns, including but not limited to, homeowner associations or other groups or entities.
  - (b) The maintenance agreement shall:
    - (1) Assign responsibility for the maintenance and repair of the stormwater facility to the owners of the property upon which the facility is located and be recorded as such on the plat for the property by appropriate notation.
    - (2) Provide for a periodic inspection by the property owners in accordance with the requirements of subsection (5) below for the purpose of documenting maintenance and repair needs and to ensure compliance with the requirements of this ordinance. The property owners will arrange for this inspection to be conducted by a registered professional engineer licensed to practice in the State of Tennessee, who will submit a signed written report of the inspection to the City of Paris. It shall also grant permission to the city to enter the property



at reasonable times and to inspect the stormwater facility to ensure that it is being properly maintained.

- (3) Provide that the minimum maintenance and repair needs include, but are not limited to: the removal of silt, litter and other debris, the cutting of grass, cutting and vegetation removal, and the replacement of landscape vegetation, in detention and retention basins, and inlets and drainage pipes and any other stormwater facilities. It shall also provide that the property owners shall be responsible for

additional maintenance and repair needs consistent with the needs and standards outlined in the MS4 BMP manual.

- (4) Provide that maintenance needs must be addressed in a timely manner, on a schedule to be determined by the City of Paris.
  - (5) Provide that if the property is not maintained or repaired within the prescribed schedule, the City of Paris shall perform the maintenance and repair at its expense, and bill the same to the property owner. The maintenance agreement shall also provide that the City of Paris' cost of performing the maintenance shall be a lien against the property.
- (2) Existing problem locations – no maintenance agreement.
    - (a) The City of Paris shall in writing notify the owners of existing locations and developments of specific drainage, erosion or sediment problems affecting or caused by such locations and developments, and the specific actions required to correct those problems. The notice shall also specify a reasonable time for compliance. Discharges from existing BMP's that have not been maintained and/or inspected in accordance with this ordinance shall be regarded as illicit.
    - (b) Inspection of existing facilities. The city may, to the extent authorized by state and federal law, enter and inspect private property for the purpose of determining if there are illicit non-stormwater discharges, and to establish inspection programs to verify that all stormwater management facilities are functioning within design limits. These inspection programs may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of the city's NPDES stormwater permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in drainage control facilities; and evaluating the condition of drainage control facilities and other BMP's.
  - (3) Owner/Operator Inspections - generally. The owners and/or the operators of stormwater management practices shall:
    - (a) Perform routine inspections to ensure that the BMP's are properly functioning. These inspections shall be conducted on an annual basis, at a minimum. These inspections shall be conducted by a person familiar with control measures implemented at a site. Owners or operators shall maintain documentation of these inspections. The City of Paris may require submittal of this documentation.
    - (b) Perform comprehensive inspection of all stormwater management facilities and practices. These inspections shall be conducted once every five years, at a minimum. Such inspections must be conducted by either a professional engineer or landscape architect, licensed in the State of Tennessee. Complete inspection reports for these five year inspections shall include:
      - (i) Facility type,
      - (ii) Inspection date,
      - (iii) Latitude and longitude and nearest street address,
      - (iv) BMP owner information (e.g. name, address, phone number, fax, and email),
      - (v) A description of BMP condition including: vegetation and soils; inlet and outlet channels and structures; embankments, slopes, and safety benches; spillways, weirs, and other control structures; and any sediment and debris accumulation,
      - (vi) Photographic documentation of BMP's, and

- (vii) Specific maintenance items or violations that need to be corrected by the BMP owner along with deadlines and reinspection dates.
- (c) Owners or operators shall maintain documentation of these inspections. The City of Paris may require submittal of this documentation.
- (4) Requirements for all existing locations and ongoing developments. The following requirements shall apply to all locations and development at which land disturbing activities have occurred previous to the enactment of this ordinance:
  - (a) Denuded areas must be vegetated or covered under the standards and guidelines specified in 13-505 (2)(c)(i), (ii), (iii) and on a schedule acceptable to the City of Paris.
  - (b) Cuts and slopes must be properly covered with appropriate vegetation and/or retaining walls constructed.
  - (c) Drainage ways shall be properly covered in vegetation or secured with rip-rap, channel lining, etc., to prevent erosion.
  - (d) Trash, junk, rubbish, etc. shall be cleared from drainage ways.
  - (e) Stormwater runoff shall, at the discretion of the City of Paris be controlled to the maximum extent practicable to prevent its pollution. Such control measures may include, but are not limited to, the following:
    - (i) Ponds
      - (1) Detention pond
      - (2) Extended detention pond
      - (3) Wet pond
      - (4) Alternative storage measures
    - (ii) Constructed wetlands
    - (iii) Infiltration systems
      - (1) Infiltration/percolation trench
      - (2) Infiltration basin
      - (3) Drainage (recharge) well
      - (4) Porous pavement
    - (iv) Filtering systems
      - (1) Catch basin inserts/media filter
      - (2) Sand filter
      - (3) Filter/absorption bed
      - (4) Filter and buffer strips
    - (v) Open channel
      - (1) Swale
- (5) Corrections of problems subject to appeal. Corrective measures imposed by the City of Paris under this section are subject to appeal under section 13-510 of this chapter.

#### **13-507. Illicit discharges.**

- (1) Scope. This section shall apply to all water generated on developed or undeveloped land entering the city's separate storm sewer system.
- (2) Prohibition of illicit discharges. No person shall introduce or cause to be introduced into the municipal separate storm sewer system any discharge that is not composed entirely of stormwater or any discharge that flows from stormwater facility that is not inspected in accordance with section 13-506 shall be an illicit discharge. Non-stormwater discharges shall include, but shall not be limited to, sanitary wastewater, car wash wastewater, radiator flushing disposal, spills from roadway accidents, carpet cleaning wastewater, effluent from septic tanks, improper oil disposal, laundry wastewater/gray water, improper disposal of auto and household toxics. The commencement, conduct or continuance of any non-stormwater discharge to the municipal separate storm sewer system is prohibited except as described as follows:
  - (a) Uncontaminated discharges from the following sources:
    - (i) Water line flushing or other potable water sources;
    - (ii) Landscape irrigation or lawn watering with potable water;
    - (iii) Diverted stream flows;

- (iv) Rising ground water;
  - (v) Groundwater infiltration to storm drains;
  - (vi) Pumped groundwater;
  - (vii) Foundation or footing drains;
  - (viii) Crawl space pumps;
  - (ix) Air conditioning condensation;
  - (x) Springs;
  - (xi) Non-commercial washing of vehicles;
  - (xii) Natural riparian habitat or wetland flows;
  - (xiii) Swimming pools (if dechlorinated - typically less than one PPM chlorine);
  - (xiv) Firefighting activities;
  - (xv) Any other uncontaminated water source.
- (b) Discharges specified in writing by the city as being necessary to protect public health and safety.
- (c) Dye testing is an allowable discharge if the city has so specified in writing.
- (d) Discharges authorized by the Construction General Permit (CGP), which comply with Section 3.5.9 of the same:
- (i) dewatering of work areas of collected stormwater and ground water (filtering or chemical treatment may be necessary prior to discharge);
  - (ii) waters used to wash vehicles (of dust and soil, not process materials such as oils, asphalt or concrete) where detergents are not used and detention and/or filtering is provided before the water leaves site;
  - (iii) water used to control dust in accordance with CGP section 3.5.5;
  - (iv) potable water sources including waterline flushings from which chlorine has been removed to the maximum extent practicable;
  - (v) routine external building washdown that does not use detergents or other chemicals;
  - (vi) uncontaminated groundwater or spring water; and
  - (vii) foundation or footing drains where flows are not contaminated with pollutants (process materials such as solvents, heavy metals, etc.).
- (3) Prohibition of illicit connections. The construction, use, maintenance or continued existence of illicit connections to the municipal separate storm sewer system is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- (4) Reduction of stormwater pollutants by the use of best management practices. Any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at the person's expense, the BMP's necessary to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed in compliance with the provisions of this section. Discharges from existing BMP's that have not been maintained and/or inspected in accordance with this ordinance shall be regarded as illicit.
- (5) Notification of spills. Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting in, or may result in, illicit discharges or pollutants discharging into, the municipal separate storm sewer system, the person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials the person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, the person shall notify the city in person or by telephone, fax, or email, no later than the next business day. Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the city within three (3) business days of the telephone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

- (6) No illegal dumping allowed. No person shall dump or otherwise deposit outside an authorized landfill, convenience center or other authorized garbage or trash collection point, any trash or garbage of any kind or description on any private or public property, occupied or unoccupied, inside the city.

### **13-508. Enforcement.**

- (1) Enforcement authority. The City of Paris through its Codes Enforcement Office shall have the authority to issue notices of violation and citations, and to impose the civil penalties provided in this section. Measures authorized include:
- (a) Verbal Warnings – At a minimum, verbal warnings must specify the nature of the violation and required corrective action.
  - (b) Written Notices – Written notices must stipulate the nature of the violation and the required corrective action, with deadlines for taking such action.
  - (c) Citations with Administrative Penalties – The MS4 has the authority to assess monetary penalties, which may include civil and administrative penalties.
  - (d) Stop Work Orders – Stop work orders that require construction activities to be halted, except for those activities directed at cleaning up, abating discharge, and installing appropriate control measures.
  - (e) Withholding of Plan Approvals or Other Authorizations – Where a facility is in noncompliance, the MS4's own approval process affecting the facility's ability to discharge to the MS4 can be used to abate the violation.
  - (f) Additional Measures – The MS4 may also use other escalated measures provided under local legal authorities. The MS4 may perform work necessary to improve erosion control measures and collect the funds from the responsible party in an appropriate manner, such as collecting against the project's bond or directly billing the responsible party to pay for work and materials.
- (2) Notification of violation:
- (a) Verbal warning. Verbal warning may be given at the discretion of the inspector when it appears the condition can be corrected by the violator within a reasonable time, which time shall be approved by the inspector.
  - (b) Written notice. Whenever the City of Paris finds that any permittee or any other person discharging stormwater has violated or is violating this ordinance or a permit or order issued hereunder, the City of Paris may serve upon such person written notice of the violation. Within ten (10) days of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted to the City of Paris. Submission of this plan in no way relieves the discharger of liability for any violations occurring before or after receipt of the notice of violation.
  - (c) Consent orders. The City of Paris is empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the person responsible for the noncompliance. Such orders will include specific action to be taken by the person to correct the noncompliance within a time period also specified by the order. Consent orders shall have the same force and effect as administrative orders issued pursuant to paragraphs (d) and (e) below.
  - (d) Show cause hearing. The City of Paris may order any person who violates this chapter or permit or order issued hereunder, to show cause why a proposed enforcement action should not be taken. Notice shall be served on the person specifying the time and place for the meeting, the proposed enforcement action and the reasons for such action, and a request that the violator show cause why this proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing.

- (e) Compliance order. When the City of Paris finds that any person has violated or continues to violate this chapter or a permit or order issued thereunder, he may issue an order to the violator directing that, following a specific time period, adequate structures or devices be installed and/or procedures implemented and properly operated. Orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the construction of appropriate structures, installation of devices, self-monitoring, and management practices.
- (f) Cease and desist and stop work orders. When the City of Paris finds that any person has violated or continues to violate this chapter or any permit or order issued hereunder, the City of Paris (stormwater entity) may issue a stop work order or an order to cease and desist all such violations and direct those persons in noncompliance to:
  - (i) Comply forthwith; or
  - (ii) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation; including halting operations except for terminating the discharge and installing appropriate control measures.
- (g) Suspension, revocation or modification of permit. The City of Paris may suspend, revoke or modify the permit authorizing the land development project or any other project of the applicant or other responsible person within the city. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated upon such conditions as the City of Paris may deem necessary to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
- (h) Conflicting standards. Whenever there is a conflict between any standard contained in this chapter and in the BMP manual adopted by the city under this ordinance, the strictest standard shall prevail.

### **13-509. Penalties.**

- (1) Violations. Any person who shall commit any act declared unlawful under this chapter, who violates any provision of this chapter, who violates the provisions of any permit issued pursuant to this chapter, or who fails or refuses to comply with any lawful communication or notice to abate or take corrective action by the City of Paris, shall be guilty of a civil offense.
- (2) Penalties. Under the authority provided in Tennessee Code Annotated § 68-221-1106, the city declares that any person violating the provisions of this chapter may be assessed a civil penalty by the City of Paris of not less than fifty dollars (\$50.00) and not more than five thousand dollars (\$5,000.00) per day for each day of violation. Each day of violation shall constitute a separate violation.
- (3) Measuring civil penalties. In assessing a civil penalty, the City of Paris may consider:
  - (a) The harm done to the public health or the environment;
  - (b) Whether the civil penalty imposed will be a substantial economic deterrent to the illegal activity;
  - (c) The economic benefit gained by the violator;
  - (d) The amount of effort put forth by the violator to remedy this violation;
  - (e) Any unusual or extraordinary enforcement costs incurred by the city;
  - (f) The amount of penalty established by ordinance or resolution for specific categories of violations; and
  - (g) Any equities of the situation which outweigh the benefit of imposing any penalty or damage assessment.
- (4) Recovery of damages and costs. In addition to the civil penalty in subsection (2) above, the city may recover:
  - (a) All damages proximately caused by the violator to the city, which may include any reasonable expenses incurred in investigating violations of, and enforcing compliance with, this chapter, or any other actual damages caused by the violation.

- (b) The costs of the city's maintenance of stormwater facilities when the user of such facilities fails to maintain them as required by this chapter.
- (5) Referral to TDEC. Where the city has used progressive enforcement to achieve compliance with this ordinance, and in the judgment of the city has not been successful, the city may refer the violation to TDEC. For the purposes of this provision, "progressive enforcement" shall mean two (2) follow-up inspections and two (2) warning letters. In addition, enforcement referrals to TDEC must include, at a minimum, the following information:
  - (a) Construction project or industrial facility location;
  - (b) Name of owner or operator;
  - (c) Estimated construction project or size or type of industrial activity (including SIC code, if known);
  - (d) Records of communications with the owner or operator regarding the violation, including at least two follow-up inspections, two warning letters or notices of violation, and any response from the owner or operator.
- (6) Other remedies. The city may bring legal action to enjoin the continuing violation of this chapter, and the existence of any other remedy, at law or equity, shall be no defense to any such actions.
- (7) Remedies cumulative. The remedies set forth in this section shall be cumulative, not exclusive, and it shall not be a defense to any action, civil or criminal, that one (1) or more of the remedies set forth herein has been sought or granted.

### **13-510. Appeals.**

Pursuant to Tennessee Code Annotated § 68-221-1106(d), any person aggrieved by the imposition of a civil penalty or damage assessment as provided by this chapter may appeal said penalty or damage assessment to the city's Housing Board of Adjustments and Appeals.

- (1) Appeals to be in writing. The appeal shall be in writing and filed with the municipal recorder or clerk within fifteen (15) days after the civil penalty and/or damage assessment is served in any manner authorized by law.
- (2) Public hearing. Upon receipt of an appeal, the Housing Board of Adjustments and Appeals, or other appeals board established by the Housing Board of Adjustments and Appeals shall hold a public hearing within thirty (30) days. Ten (10) days prior notice of the time, date, and location of said hearing shall be published in a daily newspaper of general circulation. Ten (10) days' notice by registered mail shall also be provided to the aggrieved party, such notice to be sent to the address provided by the aggrieved party at the time of appeal. The decision of the Housing Board of Adjustments and Appeals of the city shall be final.
- (3) Appealing decisions of the Housing Board of Adjustments and Appeals Any alleged violator may appeal a decision of the Housing Board of Adjustments and Appeals pursuant to the provisions of Tennessee Code Annotated, Title 27, Chapter 8. (Ord. #1162, 11/07/13, Ord #1214, 7/1/2017.)

## **CHAPTER 6**

### **CABLEVISION TELEVISION SYSTEM RATE REGULATION**

#### **SECTION**

- 13-601 Regulation of rates charged for cable television service and equipment.
- 13-602 Definitions.

**13-601. Regulation of Rates Charged for Cable Television Service and Equipment.** Pursuant to authority granted by the Cable Television and Consumer Protection Acts of 1992 at 47 U.S.C. 543, and Federal Communications Commission Action under the authority of said act certifying the City of Paris, Tennessee to regulate basic cable television service within the boundaries of the City of Paris, Tennessee; and for the purposes of regulating the rates charged to the customers of any cable television operator franchised by the City of Paris, Tennessee, the regulations contained in Title 47 of the Code of Federal Regulations, Part 76, Subpart N, Sections 76.900 through

76.985, are hereby adopted and incorporated by reference as a part of this code, including any subsequent amendments thereto. (Ord. #850, 05/23/94) (Ord. # 1165; 01/02/14)

**13-1602. Definitions.** Whenever the regulations cited in 13-601 refer “franchising authority” it shall be deemed to be a reference to the Board of Commissioners of the City of Paris, Tennessee. (Ord. #850, 05/23/94) (Ord. #1165; 01/02/14)

## **CHAPTER 7**

### **Stormwater Fee Ordinance**

#### **SECTION**

13-701	Title and Purpose.
13-702	Jurisdiction.
13-703	Definitions.
13-704	Funding of Stormwater Fee.
13-705	Stormwater Management Fund.
13-706	Operating Budget.
13-707	Stormwater User Fee Established.
13-708	Property Classification for Stormwater User Fees.
13-709	Property Owners to Pay Charges.
13-710	Billing Procedures.
13-711	Appeals of Fees.

**13-701. Title and purpose.** This Ordinance shall be known as the “Stormwater Fee Ordinance” for the City of Paris, Tennessee, “City”.

- (1) **Introduction.** The City finds, determines and declares that the stormwater system, which provides for the collection, treatment, storage and disposal of stormwater, provides benefits and services to all property within the incorporated City limits. Such benefits include, but are not limited to: the provision of adequate systems of collection, conveyance, detention, retention, treatment and release of stormwater, the reductions of hazards to property and life resulting from stormwater runoff, improvements in general health and welfare through reduction of undesirable stormwater conditions, and improvements to water quality in the stormwater and surface water system and its receiving waters of the state all of which are managed by the Stormwater Project Manager as part of the Municipal Storm Sewer System (MS4) Program.
- (2) **Purpose.** The objective of this ordinance is to promote the public health, safety and general welfare of the City and its citizens in compliance with the Federal Clean Water Act, 33 U.S.C. 1251 et seq., and Tennessee Code Annotated, § 68-221-1101 et seq. which require municipalities to implement stormwater management programs, within prescribed time frames, to regulate stormwater discharges to protect water quality; establish adequate systems of collection, conveyance, detention, treatment and release of stormwater; reduce hazards of property and life resulting from stormwater runoff; and enable municipalities to fix and require payment of fees for the privilege of discharging stormwater. The City finds that a stormwater management system which provides for the treatment of stormwater is of benefit and provides services to all property within the City.

It is further determined and declared that charges shall be established for each parcel of real property located within the municipal limits of the City as provided hereinafter to provide for dedicated funding sources for the administration of stormwater management programs and/or the stormwater system of the City. The proceeds of charges so derived shall be used for the purposes of stormwater management including, but not limited to: planning, operation, maintenance, repair, replacement and debt service of the City's stormwater management programs and systems necessary to protect the health, safety and welfare of the public.

The purpose of the Stormwater user fee is to provide stormwater management for the City including to:

- (a) Administer and enforce the City Stormwater Management Ordinance, the same being 11.1305 *et seq.* of the Paris Municipal Code;
- (b) Administer, plan, and implement stormwater projects to protect, maintain and enhance the environment of the City;
- (c) Implement activities necessary to maintain compliance with the City's MS4 National Pollutant Discharge Elimination System (NPDES) Permit and applicable regulations, 40 CFR Section 122.26 for stormwater discharges;
- (d) Annually analyze the cost of services provided and the system and structure of fees, charges, civil penalties and other revenues of the fee and make recommendations for changes therein as necessary to support the Stormwater Fee services; and,
- (e) Advise the Board of Commissioners, City Manager, and other City departments on matters relating to the fee.

**13-702 Jurisdiction.** The Stormwater Fee Ordinance shall govern all properties within the corporate limits of the City, in Tennessee.

**13-703 Definitions.**

- (1) "Agricultural property" means property which is zoned agricultural and/or property which yields an annual minimum, or which the annual minimum has been met in two of the last five years, of \$1,000.00 of agricultural products produced and/or sold from the operation of the property. Agricultural production shall include agricultural, forest, and/or livestock production as defined by the United States department of Agriculture, Natural Resources Conservation Service and Environment Quality Incentive. Proof of agricultural producer status may include IRS from 1040 Schedule F or other accounting records certified by a tax preparer.
- (2) "Construction" means the erection, building, acquisition, alteration, reconstruction, improvement or extension of stormwater facilities; the engineering, legal, fiscal and economic investigations and studies, surveys, designs, plans, working drawings, specifications, procedures, and other action necessary in the construction of stormwater facilities; and the inspection and supervision of the construction of stormwater facilities.
- (3) "Customer of record" means the responsible party listed as the utility customer in the Paris Board of Public Utilities' data base.
- (4) "Developed property" means any real property which has undergone man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or permanent storage of equipment or materials.



- (5) "Exempt property" means all public right-of-ways, public streets and public roads, public alleys, public sidewalks and public greenways, public drainage facilities, property that does not discharge stormwater runoff to the stormwater or flood control facilities, owners and/or operators of agricultural land in the municipality, upon which the owner and/or operator conducts activities that enable the owner and/or operator to satisfy the requirements of a qualified farmer or nurseryman under Tennessee law, and railroad right-of-way properties within the City. For purposes of this definition, "public" shall mean that which is maintained by or is to be dedicated to the City and/or the State of Tennessee or the government of the United States.
- (6) "Fiscal year" means July 1 of a calendar year to June 30 of the next calendar year, both inclusive.
- (7) "Impervious surface" means a surface which is compacted or covered with material that is resistant to infiltration by water, including, but not limited to, most conventionally surfaced streets, roofs, sidewalks, patios, driveways, parking lots, and any other oiled, graveled, graded, compacted, or any other surface which impedes the natural infiltration of surface water.
- (8) "Impervious surface area" means the number of square feet of horizontal surface covered by buildings, and other impervious surface.
- (9) "Manager" means the City's City Manager or his/her designee who is designated to supervise the operation of the stormwater management programs and system.
- (10) "Multifamily residential property" means a residential structure located on a parcel that is designed with five or more dwelling units which accommodate five or more families or groups of individuals living separately and not sharing the same living space
- (11) "Other developed property" means all Developed Property within the municipal limits of the City other than:
- (a) Residential property;
  - (b) Exempt property;
  - (c) Vacant property; or
  - (d) Park lands/Cemetery;

Other developed property shall include commercial properties, industrial properties, apartments, parking lots, hospitals, schools, recreational and cultural facilities, hotels, offices, churches, federal, state and local government properties and multi-use properties. Such property shall also include single family dwellings which are attached to or otherwise a part of a building housing a commercial enterprise. Any single family residential structure which contains more than four attached dwelling units are specifically included in this definition.

- (12) "Park" / "Cemetery" means all real property owned by federal, state and/or local governments that has been designated by such governmental entity for use as a public park or cemetery.
- (13) "Person" means any and all persons, natural or artificial, including any individual, firm or association, and any municipal or private corporation organized or existing under the laws of this or any other state of country.
- (14) "Property owner" means the property owner of record as listed in the City's and/or county's tax assessment roll. A property owner includes any individual, corporation, firm, partnership, limited liability company, or group of individuals acting as a unit, and any trustee, receiver, or personal representative.

- (15) "Runoff coefficient" means a term used to describe the percentage of precipitation that leaves a particular site as runoff. Runoff is precipitation that does not soak or absorb into the soil surface and is greatly impacted by the amount of impervious surface that exists on a particular site. The runoff coefficient relates the amount of impervious surface to the intensity of development.
- (16) "Single family residential property" means a developed property which serves the primary purpose of providing a permanent dwelling unit to a single family. A single family detached dwelling, a townhouse, an accessory apartment or second dwelling unit, a condominium, a duplex, a triplex, a quadraplex, a villa, or a garden home is included in this definition. A single family dwelling which is attached to, or otherwise a part of, a building housing a commercial enterprise is not included in this definition.
- (17) "Stormwater" means stormwater runoff, snow melt runoff, surface runoff, infiltration, and drainage.
- (18) "Stormwater management" means the planning, design, construction, regulation, improvement, repair, maintenance, and operation of facilities and programs relating to water, flood plains, flood control, grading, erosion, tree conservation, and sediment control.
- (19) "Stormwater management fund" or "Fund" means the fund created by this ordinance to establish, improve and maintain the city's stormwater management program in compliance with the most recent National Pollutant Discharge Elimination System statewide general permit.
- (20) "Stormwater management program" means any permit or regulation mandated by the Tennessee Department of Environmental Conservation, Environmental Protection Agency, or the City.
- (21) "Stormwater user fee" or "Fee" means the service fee established under this ordinance and levied on owners or users of parcels or pieces of real property to fund the costs of stormwater management program in the City. The stormwater user fee is in addition to other fees that the City has the right to charge under any other rule or regulation of the City.
- (22) "Surface water" means waters upon the surface of the earth in bounds created naturally or artificially including, but not limited to, streams, other watercourses, lakes, ponds, wetlands, marshes and sinkholes.
- (23) "User" means the owner or customer of record of property subject to the stormwater user fee imposed by this ordinance.
- (24) "Vacant/Undeveloped property" means property on which there is not a structure for which a certificate of occupancy has been issued or a property that has not been developed.
- (25) "Unit rate" means the stormwater user fee for any developed property as established by resolution.

**13-704. Funding of stormwater fee.** Funding for the Stormwater fee activities may include, but are not limited to, the following:

- (1) Stormwater user fees;
- (2) Civil penalties and damage assessments imposed for or arising from the violation of the City Stormwater Management Ordinance and the City Stormwater Fee Ordinance;
- (3) Stormwater permit and inspection fees; and

- (4) Other funds or income obtained from federal, state, local and private grants, or revolving funds, and from the Local Government Public Obligations Act of 1986 (Tennessee Code Annotated, title 9, chapter 21).

**13-705. Stormwater management fund.** All revenues generated by or on behalf of the Stormwater Fee shall be deposited into a Stormwater Management Revenue Line Item in the City Budget and used to fulfill the purposes of the Stormwater Program.

**13-706. Operating budget.** The City shall adopt, based on a recommendation from the City Manager, Planning and Codes Director, and/or the Stormwater Project Manager, an operating budget for the Stormwater Management Fund each fiscal year. The operating budget shall set forth for such fiscal year the estimated revenues and the estimated costs for operations and maintenance.

**13-707. Stormwater user fee established.** There shall be imposed on each and every developed property in the City, except exempt property, a stormwater user fee, which will be charged either monthly or as a regular interval charge, which shall be set from time to time by ordinance as adopted by the City. Prior to establishing or amending the stormwater user fee, the City shall advertise its intent to do so by publishing notice in a newspaper of general circulation in the City a least ten (10) days in advance of the meeting of the Board of Commissioners which shall consider the adoption of the fee or its amendment.

**13-708. Property classification for stormwater user fees.**

- (1) Property classifications. For purposes of determining the stormwater user fee, all properties in the City are classified into one of the following categories:

- (a) Residential property for single or multifamily;

The Board of Commissioners finds that the intensity of development of most parcels of real property in the City classified as single or multifamily residential is less than the average intensity of development for other developed property and similar to each other and that it would be excessively and unnecessarily expensive to determine precisely the square footage of the impervious surface on each parcel. Therefore, all residential properties in the City shall be charged the unit rate for residential properties regardless of the size of the parcel or the impervious surface area of the improvements.

- (b) Other developed property;

The fee for other developed property (i.e., nonresidential property) in the City shall be the unit rate for other developed property.

- (c) Vacant/undeveloped property;

There shall be no stormwater user fee for vacant/undeveloped property or as otherwise provided by State Law.

- (d) Exempt property; and

There shall be no stormwater user fee for exempt property or as otherwise provided by State Law.

- (e) Unit rate

Unit rate for residential properties and other developed properties shall be defined by resolution by the Board of Commissioners.

- (2) The unit rate for residential property shall be two dollars and fifty cents (\$2.50) per month. The unit rate for other developed property shall be based on the total acreage of the property, as listed below:

**13-709. Property owners to pay charges.** The owner of each parcel of developed property shall be obligated to pay the stormwater user fee as provided in this ordinance, provided however, that if no electric service is being provided by the Paris Board of Public Utilities at the property to the owner as a customer of record and such service is being provided to a customer of record other than the owner, it shall be presumed that the owner and such customer of record have agreed that the customer of record shall be obligated to pay such stormwater user fee.

Residential properties shall be billed a flat residential fee based on the placement of utility meters. In the case of a multifamily residential property, if units are not individually billed for any electric service, i.e. a unit's electric service is billed to a master meter, then the parcel owner for the master meter shall be billed as other developed property based on the acreage of the property.

**13-710. Billing procedures.**

- (1) Rate and collection schedule. The stormwater user fee shall be billed and collected monthly as a part of the monthly utility bill issued by Paris Board of Public Utilities for all residential or other developed properties within the corporate limits.

The City and Paris Board of Public Utilities shall enter into a contract pursuant to T.C.A. 68-221-1101 *et seq.* whereby Paris Board of Public Utilities collects the stormwater user fee. Such contract shall include the provisions of T.C.A. 11-221-1107 regarding discontinuance of utility service upon non-payment of the stormwater user fee portion of the Paris Board of Public Utilities bill.

- (2) Mandatory statement. Pursuant to Tennessee Code Annotated § 68-221-1112, each bill that shall contain stormwater user fees shall contain the following statement in bold: **“THIS FEE HAS BEEN MANDATED BY CONGRESS”**.

**13-711. Appeals of fees.** Any party who disagrees with the calculation of the stormwater user fee, as provided in this ordinance, may appeal such fee determination to the Housing Board of Adjustments and Appeals within sixty (60) days after receipt of any stormwater bill. Any appeal not filed within the time permitted by this section shall be deemed waived. An appeal does not relieve any fees until decided during the appeal.

All appeals shall be filed in writing addressed to the Stormwater Project Manager for the City and shall state the grounds for the appeal and the amount of the stormwater user fee the appellant asserts is appropriate. The appealing party shall provide such information and documentation supporting the basis of the appeal.

The Housing Board of Adjustments and Appeals shall review the appeal and determine whether the challenged determination is consistent with the provisions of this chapter. Appeals related to the stormwater user fee shall be decided based on substantiated evidence with a sound engineering and factual basis. All appeal determinations shall be applied utilizing a strict interpretation of the Stormwater Fee Ordinance. At any hearing related to an appeal or credit determination, the City shall be allowed to present evidence, findings, and recommendations; appealing parties and applicants shall be given an opportunity to present evidence, findings, and recommendations.

Each appeal shall be placed on the Housing Board of Adjustments and Appeals agenda within (30) days after the Stormwater Project Manager receives the written appeal. The Housing Board of Adjustments and Appeals may request additional information from the appealing party; the Housing Board of

Adjustments and Appeals may defer the determination of an appeal one time to a later meeting, which meeting shall occur within (30) days of the initial meeting.

The Stormwater Project Manager shall notify the appealing party of the date of the appeal review hearing in writing. Such written notice shall be given at least ten (10) days prior to the hearing by regular mail at the address provided in the written appeal document. The decision of the Housing Board of Adjustments and Appeals shall be final and conclusive with no further administrative review. (Ord. #1214, 7/1/2017)

