

MINUTES
CHEATHAM COUNTY LEGISLATIVE BODY
REGULAR SESSION
August 15, 2022

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on August 15, 2022 in Regular Session. Chairman Mr. Donnie Jordan and County Clerk Ms. Teresa Gupton presided. County Mayor Mr. Kerry McCarver and County Attorney Mr. Michael Bligh attended.

COUNTY COMMISSIONERS

DAVID ANDERSON	DONNIE JORDAN
GARY BINKLEY	WALTER WEAKLEY
ANN JARREAU	DIANA PIKE LOVELL
TIM WILLIAMSON	EUGENE O. EVANS, SR.
CHRIS GILMORE	ED GREER
CONNIE MAYO	RANDY LILES

PUBLIC FORUM: Chairman Mr. Donnie Jordan opened Public Forum at 6:00 P.M.

Public Forum closed at 6:05 P.M

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Mike Breedlove at 6:05 P.M

Invocation was offered by Mr. David Anderson.

County Clerk Ms. Teresa Gupton called the roll. There being Eleven Commissioners present, Chairman, Mr. Donnie Jordan declared a Quorum. See Resolution 1.

David Anderson	Present	Donnie Jordan	Present
Gary Binkley	Present	Walter Weakley	Present
Ann Jarreau	Present	Diana Pike Lovell	Present
Tim Williamson	Present	Eugene O. Evans, Sr.	Present
Chris Gilmore	Present	Ed Greer	Present
Connie Mayo	Present	Randy Liles	Absent

Motion was made by Ms. Diana Lovell, seconded by Mr. Tim Williamson to approve the August 15, 2022 Legislative Body Meeting Agenda.

Motion approved by voice vote 1 Absent. See Resolution 2.

Motion was made by Mr. Walter Weakley, seconded by Mr. David Anderson to approve the Minutes from the July 18, 2022 Regular Session Legislative Body Meeting.

Motion approved by voice vote 1 Absent. See Resolution 3.

COMMENTS FROM ELECTED OFFICIALS – County Clerk, Ms. Teresa Gupton, thanked everyone for working with her for the last 12 years.

PUBLIC HEARING: Chairman Mr. Donnie Jordan opened Public Hearing at 6:09 P.M

The following was advertised to be heard:

1. *Zone Change for Elsa Ariesanti and Xtallized Intelligence Inc. (as successors to Khushi Partners) from R2 to C3 for Map 034, Parcel 067.00. Property is located at 2839 Hwy 12 North, in the 4th Voting District and is not in a Special Flood Hazard Area.
Workshop on 8/8/2022 did not move it to Commission Meeting on 8/15/2022
2. *Zone change for Matt Hooper, from R1 to C3 for Map 56 Parcel 31.01. Property is located at 2005 Petway Road in the 5th Voting District and is not in a Special Flood Hazard Area.*
3. *Zone change for Ronald Bell, from Agriculture to E1 for Map 80, Parcel 26.04. Property is located at 1065 Pack Cemetery Road in the 6th Voting District and is not in a Special Hazard Area.*
4. *Zone change for Tracy Baker, Authorized Real Estate Agent, representing Danny and Jeannie Young, from R1 to R3 for Map 38, Parcel 31.04, Lot 1 and Lot 2. Property is located at 7515 Old Clarksville Pike in the 2nd Voting District and is not in a Special Flood Hazard Area.*
5. *Zone change for Ronnie and Pam Johnson, from Agriculture to R1 for Map 18, Parcel 2.23. Property is located at 1888 Mosley Ferry Road in the 4th Voting District and is not in a Special Flood Hazard Area.*

Property owner adjacent to 1888 Mosley Ferry Road asked if it would have any effect on his property.

Tracy Baker, spoke explaining her request for rezoning on Old Clarksville Pike. Ms. Baker also explained that there would be 2 quadplexes with 8 units.

Claude and Pamela Adams spoke in opposition for the zone change request on Old Clarksville Pike.

Joey Bell spoke explaining the request for zone change on Pack Cemetery Road.

Public Hearing closed at 6:21 P.M

BUILDING DEPARTMENT: MR. FRANKLIN WILKINSON: Motion was made by Mr. Eugene O. Evans Sr., seconded by Ms. Diana Lovell to defer the following Zone Change request for Matt Hooper, from R1 to C3 Map 56 Parcel 31.01, Property is located at 2005 Petway Road in the 5th voting district and is not in a Special Flood Hazard until the September 18th, 2022, Commission Meeting.

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 4.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

Motion was made by Mr. Ed Greer, seconded by Ms. Diana Lovell to deny the following Zone Change request for Ronald Bell from Agriculture to E1 for Map 80, Parcel 26.04. Property is located at 1065 Pack Cemetery Road in the 6th Voting District and is not in a Special Flood Hazard Area.

Motion failed by roll call vote 5 Yes 6 No 1 Absent.

David Anderson	No	Donnie Jordan	No
Gary Binkley	No	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	No
Tim Williamson	No	Eugene O. Evans, Sr.	Yes
Chris Gilmore	No	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

Motion was made by Mr. Gary Binkley, seconded by Mr. David Anderson to approve the following Zone Change request for Ronald Bell from Agriculture to E1 for Map 80, Parcel 26.04. Property is located at 1065 Pack Cemetery Road in the 6th Voting District and is not in a Special Flood Hazard Area.

Motion approved by roll call vote 9 Yes 2 No 1 Absent. See Resolution 5.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	No
Chris Gilmore	Yes	Ed Greer	No
Connie Mayo	Yes	Randy Liles	Absent

Motion was made by Mr. Tim Williamson, seconded by Mr. Eugene O. Evans Sr. to deny the Zone Change request for Tracy Baker, Authorized Real Estate Agent, representing Danny and Jeannie Young, from R-1 to R-3 for Map 38, Parcel 31.04, Lot 1 and Lot 2. Property is located at 7515 old Clarksville Pike in the 2nd Voting District and is not in a Special Flood Hazard Area.

Motion approved by roll call vote 9 Yes 2 No 1 Absent. See Resolution 6.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	No	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	No	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

Motion was made by Mr. Gary Binkley, seconded by Mr. Walter Weakley to approve the Zone Change request for Ronnie and Pam Johnson from Agriculture to R1 for Map 18, Parcel 2.23. Property is located at 1888 Mosley Ferry Road in the 4th Voting District and is not in a Special Flood Hazard Area.

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 7.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

COUNTY MAYOR- MAYOR MR. KERRY MCCARVER: County Mayor, Mr. Kerry McCarver presented, motion was made by Mr. Gary Binkley, seconded by Mr. David Anderson to approve the following:

- A.) *Mayor's signature on Waste Transportation Agreement*
- B.) *Mayor's signature on contract dealing with evaluation and treatment for adults charged only with misdemeanor crimes.*
- C.) *Mayor's signature on contract with Cumberland Connect for Internet Service*

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 8.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

Mayor McCarver recognizes a multi-million-dollar investment coming to Cheatham County next to Arcosa. Jerome Terrell handed out a packet for the future of Parker Towing Nashville Port, a family-owned business out of Tuscaloosa. **A copy of the packet is attached**

CAPITAL IMPROVMENTS – Motion was made by Mr. Gary Binkley, seconded by Mr. Tim Williamson to approve the UT Extension and Election Office to be moved to the adjacent space next to Food Lion at Sycamore Square. Once UT Extension moves, E911 will move into UT Extension space at 162 John Mayfield Drive Suite 110 in Ashland City, TN.

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 9.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

DIRECTOR OF ACCOUNTS- MS. SANDRINE BATTIS: Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. David Anderson to approve the following:

- A.) *Budget Amendments - County General*
- B.) *Budget Amendments – Other Capital Projects - Vehicles*
- C.) *Budget Amendments – Highway/Public Works*
- D.) *Budget Amendments – General Purpose School*
- E.) *Budget Amendments – Extended School Program - Daycare*
- F.) *Budget Amendments – Veterans' Services Office Position*

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 10.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

COUNTY ATTORNEY- MR. MICHAEL BLIGH: County Attorney, Mr. Michael Bligh presented, motion was made by Ms. Diana Lovell, seconded by Mr. Tim Williamson to approve the resolution accepting School Board Member Resignation, declaring a Vacancy and provide for the use of the most recently adopted Reapportionment Plan to fill the School Board Vacancy.

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 11.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

County Attorney Mr. Michael Bligh presented the following options regarding the tie vote for Constable District 5:

1. Alternative A: The Cheatham County Legislative Body hereby casts the deciding vote in Constable District 5 for Thomas (T.J.) Collier and Jack Terlinden.
2. Alternative B: The Cheatham County Legislative Body calls for a run-off election for Constable District 5 between Thomas (T.J.) Collier and Jack Terlinden to be held as part of the November 8, 2022 ballot.

Jack Terlinden stated that he withdrew from the election.

Motion was made by Mr. Eugene O. Evans Sr., seconded by Mr. David Anderson to approve Alternative A that states the Cheatham County Legislative Body hereby casts the deciding vote for Constable District 5 to Thomas (T.J.) Collier.

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 12.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

EMERGENCY SERVICES- Motion was made by Ms. Diana Lovell, seconded by Mr. Eugene O. Evans Sr. to approve the Cheatham County 2021 Five Year Fire Plan. Money to be requested as money becomes available. The approximate cost is \$580,000.00.

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 13.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

Chairman, Mr. Donnie Jordan presented a Special Recognition to Ms. Connie Mayo, Mr. Randy Liles, Mr. Gary Binkley, and Mr. Ed Greer for their service to Cheatham County as Commissioners.

County Mayor, Mr. Kerry McCarver presented a Special Recognition to Chairman, Mr. Donnie Jordan for his years of Service to Cheatham County.

ROAD AND BRIDGE – Motion was made by Mr. Walter Weakley, seconded by Mr. Gary Binkley to approve the Inventory List for the Highway Department.

Motion was approved by a voice vote 1 Absent. See Resolution 14.

CONSENT CALENDAR

Motion was made by Ms. Diana Lovell, seconded by Mr. Tim Williamson to approve the following consent Agenda:

Notaries

Terry W. Blanchard Presley M. Brown James M. Edwards
Lara E. Harrell Adrienne Hope Jackson Olivia Lindsey
Donna Elaine Turner

Motion approved by voice vote 1 Absent. See Resolution 15.

Motion was made by Mr. Walter Weakley, seconded by Mr. Eugene O. Evans Sr. to adjourn at 7:10 P.M.

Motion approved by voice vote 1 Absent. See Resolution 16.

County Clerk

Legislative Body Chairman









PARKER TOWING NASHVILLE PORT - 3D CONCEPTUAL RENDERINGS

06/15/2022



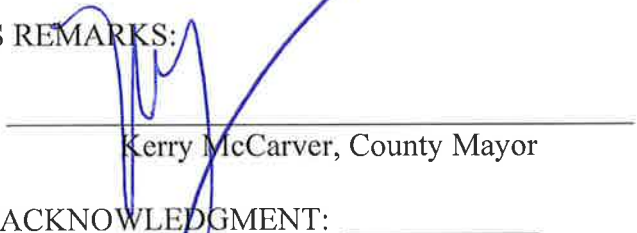
RESOLUTION: 1
RESOLUTION TITLE: Quorum
DATE: August 15, 2022
MOTION BY:
SECONDED BY:
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of August 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, There being Eleven Commissioners present a quorum is declared.

RECORD: Approved by roll call vote 1 Absent.

David Anderson	Present	Donnie Jordan	Present
Gary Binkley	Present	Walter Weakley	Present
Ann Jarreau	Present	Diana Pike Lovell	Present
Tim Williamson	Present	Eugene O. Evans, Sr.	Present
Chris Gilmore	Present	Ed Greer	Present
Connie Mayo	Present	Randy Liles	Absent

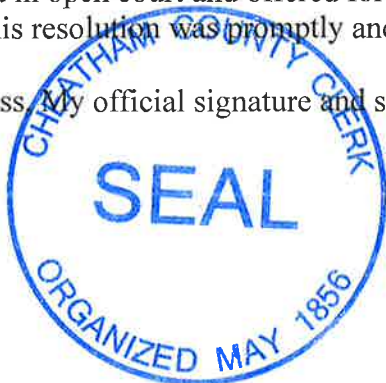
CHEATHAM COUNTY MAYOR'S REMARKS:

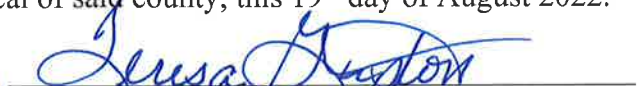

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness my official signature and seal of said county, this 19th day of August 2022.




Teresa Gupton, County Clerk

RESOLUTION: 2
RESOLUTION TITLE: To Approve Agenda
DATE: August 15, 2022
MOTION BY: Ms. Diana Lovell
SECONDED BY: Mr. Tim Williamson

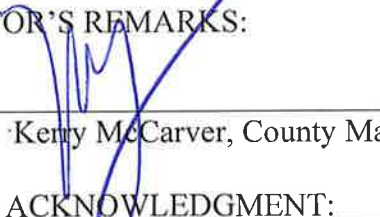
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of August 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the agenda for the August 15th, 2022 Legislative Body meeting is approved.

RECORD: Approved by voice vote 1 Absent.

David Anderson	Donnie Jordan
Gary Binkley	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	Ed Greer
Connie Mayo	Randy Liles Absent

CHEATHAM COUNTY MAYOR'S REMARKS:



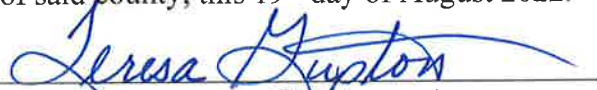
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 19th day of August 2022.





Teresa Gupton, County Clerk

RESOLUTION: 3
RESOLUTION TITLE: To Approve Minutes
DATE: August 15, 2022
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. David Anderson

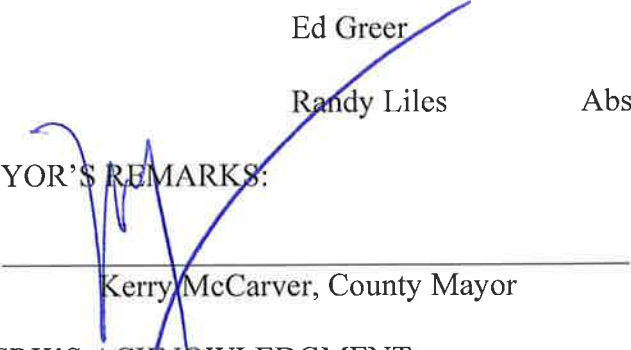
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of August, 2022, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, The Minutes from the July 18th, 2022 Regular Session Legislative Body Meetings are approved.

RECORD: Approved by voice vote 1 Absent.

David Anderson	Donnie Jordan
Gary Binkley	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	Ed Greer
Connie Mayo	Randy Liles Absent

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection

Witness, My official signature and seal of said county, this 19th day of August 2022.




Teresa Gupton, County Clerk

RESOLUTION: 4

RESOLUTION TITLE: To Defer A Zone Change Request For Matt Hooper From R1 To C3 For Map 56, Parcel 31.01 Until The Commission Meeting In September

DATE: August 15, 2022

MOTION BY: Mr. Eugene O. Evans Sr.

SECONDED BY: Ms. Diana Lovell

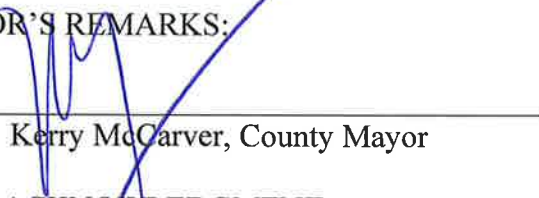
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of August 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to defer the zone change request for Matt Hooper from R1 to C3 for Map 56, Parcel 31.01, property is located at 2005 Petway Road in the 5th Voting District and is not in a Special Flood Hazard Area to the Commission meeting on September 18, 2022.

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection

Witness, My official signature and seal of said county, this 19th day of August 2022.

A handwritten signature in blue ink that reads "Teresa Gupton". The signature is written in a cursive style and is positioned above a horizontal line.

Teresa Gupton, County Clerk



RESOLUTION: 5

RESOLUTION TITLE: To Approve A Zone Change Request For Ronald Bell From Agriculture To E1 For Map 80, Parcel 26.04

DATE: August 15, 2022

MOTION BY: Mr. Gary Binkley

SECONDED BY: Mr. David Anderson

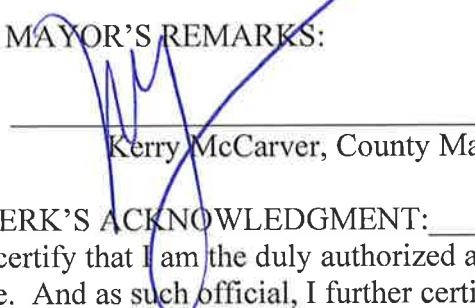
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of August 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the zone change request for Ronald Bell from Agriculture to E1 for Map 80, Parcel 26.04. Property is located at 1065 Pack Cemetery Road in the 6th voting district and is not in a Special Flood Hazard Area,

RECORD: Approved by roll call vote 9 Yes 2 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	No
Chris Gilmore	Yes	Ed Greer	No
Connie Mayo	Yes	Randy Liles	Absent

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 19th day of August 2022.



Teresa Gupton, County Clerk



RESOLUTION: 6

RESOLUTION TITLE: To Deny A Zone Change Request For Danny And Jeannie Young From R1 To R3 For Map 38 Parcel 31.04 Lot 1 And Lot 2

DATE: August 15, 2022

MOTION BY: Mr. Tim Williamson

SECONDED BY: Mr. Eugene O. Evans Sr.

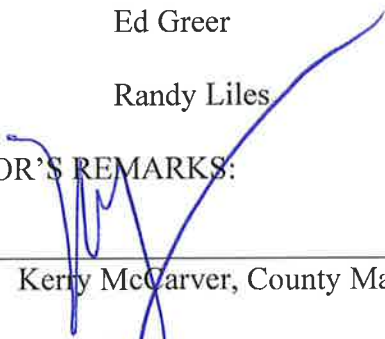
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of August 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to deny the zone change request for Tracy Baker, Authorized Real Estate Agent, representing Danny and Jeannie Young from R1 to R3 for Map 38, Parcel 31.04, Lot 1 and Lot 2. Property is located at 7515 Old Clarksville Pike in the 2nd Voting District and is not a Special Flood Hazard Area.

RECORD: Approved by roll call vote 9 Yes 2 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	No	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	No	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 19th day of August 2022.

Teresa Gupton
Teresa Gupton, County Clerk



RESOLUTION: 7

RESOLUTION TITLE: To Approve A Zone Change Request For Ronnie And Pam Johnson From Agriculture To R1 For Map 18 Parcel 2.23

DATE: August 15, 2022

MOTION BY: Mr. Gary Binkley

SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of August 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve a zone change request for Ronnie and Pam Johnson from Agriculture to R1 for Map 18, Parcel 2.23. Property is located at 1888 Mosley Ferry Road in the 4th Voting District and is not a Special Flood Hazard Area.

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 19th day of August 2022.


Teresa Gupton, County Clerk



RESOLUTION: 8 (A)

RESOLUTION TITLE: To Approve Mayor's Signature On The Waste Transportation Agreement

DATE: August 15, 2022

MOTION BY: Mr. Gary Binkley

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

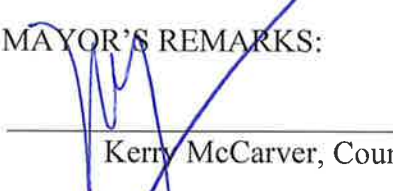
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of August 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Mayor's signature on the Waste Transportation Agreement.

A copy of the agreement is attached.

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

CHEATHAM COUNTY MAYOR'S REMARKS:



 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 19th day of August 2022.


Teresa Gupton, County Clerk



WASTE TRANSPORTATION AGREEMENT

This Waste Transportation Agreement (this "Agreement") is entered into as of this 1st day of July 2022 by and between **MPG TRANSPORT, INC.**, a Tennessee Corporation, with its principal office located at 1309 Tylertown Road, Clarksville, Tennessee 37040 ("Company") and **CHEATHAM COUNTY, TENNESSEE** ("County").

W I T N E S S E T H:

County, in the course of its service to County residents, collects and manages Solid Waste material, which requires transport services. Company in the course of its business has the ability to transport Solid Waste in a lawful manner.

In consideration of the mutual agreements set forth herein, the receipt and legal sufficiency of said consideration being hereby acknowledged, the County and Company agree as follows:

1. DEFINITIONS. For the purposes of this Agreement, the following definitions shall be binding on the Parties.

1.1 "Agreement" means this document and any properly executed Addendum to this Agreement.

1.2 "Company" means MPG TRANSPORT, INC. a Tennessee Limited Liability Company or any subsidiary of the Company or any other party with which the Company subcontracts with to provide services under this Agreement.

1.3 "Company Notification Address" means the address of MPG TRANSPORT, INC located at 1309 Tylertown Road, Clarksville, Tennessee 37040. The parties agree that the Company Notification Address may be changed by the Company by sending to the County a letter giving notice of the new Company Notification Address, by certified mail, or by overnight mail provided by UPS, Federal Express, or any reputable delivery company, providing overnight letter delivery services.

1.4 "County" means Cheatham County, Tennessee, and any subdivisions of the County.

1.5 "County Notification Address" means the address of Cheatham County located at Cheatham County Solid Waste Management, 354 Frey Street, Suite E, Ashland City, TN 37015. The parties agree that the County notification address may be changed by the County by sending to the company a letter giving notice of the new County notification address, by certified mail, or by overnight mail provided by UPS, Federal Express, or any reputable delivery company, providing overnight letter delivery services.

1.6 "Effective Service Date" means the date on which services by the Company to the County under this Agreement shall commence. That date is July 1, 2022.

1.7 "Initial Term" means the three year period commencing on the Effective Service Date of this Agreement.

1.8 "Pick Up Point" means the Cheatham County Solid Waste Transfer Station located at 2791 Sam's Creek Road, Pegram, Tennessee 37143.

1.9 "Solid Waste" means ordinary household waste, commercial waste and demolition waste disposed of at the Cheatham County Solid Waste Transfer Station located at the Pick-Up Point which is acceptable in form and content to the Bi County Regional Landfill located in Clarksville, TN.

1.10. "Subsequent Term" means the two one year periods which commence effective on the first day following the Initial Term of this Agreement. The Subsequent Term shall include the first day following the end of the Initial Term, and the two 365-day periods after. Subsequent Term is subject to the approval of both Company and County 120 days prior to the beginning of each Subsequent Term.

2. SERVICES. Company does agree to provide to County transportation associated with the Solid Waste from the Pick-Up Point during the Initial Term, and during any Subsequent Term of this Agreement. Company shall be responsible for transportation of the Solid Waste to the Bi County Regional Landfill, Clarksville, TN.

3. EXCLUSIVITY. County does grant to the Company the exclusive right to pick up and transport the solid waste from the Pick-Up Point for the Initial Term, and the Subsequent Term, of this Agreement, executed by the Company.

4. COMPENSATION

4.1. Per Ton Fee. In exchange for the services to be provided by the Company, the County does agree to pay to the Company a fee based on the Per Ton weight of Solid Waste transported by the Company from the Pick-Up Point. The fee per ton of Solid Waste transported, shall be Twenty-four and 87/100 (\$24.87) Dollars during the First Twelve (12) months. Year Two (2) shall be Twenty-five and 62/100 (\$25.62) Dollars. Year Three (3) shall be Twenty-six and 37/100 (\$26.37) Dollars. Subsequent Term(s): Year(s) Four (4) and Five (5) shall be negotiated by Company and County.

4.2 Fuel Surcharge. The County and the company acknowledge that the cost of fuel affects the cost related to transport of the solid waste. The company and the county agree that in the event diesel prices shall exceed six dollars per gallon, (EAI PADD 2 Midwest) that a fuel

surcharge shall be added to the per ton fee under this contract. That fuel surcharge shall be determined by using the attached Fuel Surcharge Table. This fuel surcharge applies during the initial term of this agreement, and also during any subsequent term of this agreement.

4.3. Additional Expenses. The County and the Company acknowledge that at this time, the per ton rate quoted by this agreement does not include any surcharges, fees, or taxes which may, in the sole discretion of applicable county, state or federal governments, be imposed in the future. In the event any surcharges, fees, or taxes are implemented in the future, not in existence on the effective date of this agreement, an increase in fees, the County and the Company agree, that the County shall be charged for these additional expenses on a monthly basis. The parties acknowledge that this may cause an increase in the per ton rate established by this agreement.

4.4. Payment Terms. Company shall provide monthly statements to the County. Payment terms shall be payment in full within 15 days. Monthly statements from the company shall be mailed to the County at the County Notification Address. All amounts due and payable for more than thirty (30) days after invoice date shall bear interest at the rate of one and one-half percent (1 1/2%) per month. County will notify Company of any disputed amounts within thirty (30) days of receiving the invoice. The portion of any invoice that is not disputed within such period shall be deemed accepted by County. During the ten (10) business days following notification of a disputed amount, the Parties will attempt to resolve any disputed portions of such invoice and, if resolved, an adjusted payment will be submitted to Company for the agreed-to amount. Payments to the Company shall be mailed to the Company Notification Address.

5. OPTION TO EXERCISE SUBSEQUENT TERM. At any time before the expiration of the Initial Term, and at least 120 days prior to the expiration of the Initial Term or Subsequent Term(s), either party may exercise an option to provide services during the subsequent term, as defined herein, by sending a written letter, via certified mail, or via overnight mail service, which overnight mail service may include UPS, Federal Express, or any other recognized overnight mail service, which provides for effective delivery, informing the other party of its intent to exercise the option to provide services to the County during the Subsequent Term. The Company and the County shall be bound by the terms and conditions of this Agreement, during any Subsequent Term. The address to which the letter provided by this paragraph shall be sent, is the County notice address which is set forth at paragraph 1.5 and notice to the Company as set forth in paragraph 1.3 of this Agreement.

6. NONCONFORMING WASTE. Company shall have the right to reject and return to County any Waste which deviates from the specifications for solid waste set forth within this agreement. In the alternative, Company shall have the authority to dispose of nonconforming waste, and in the event additional expenses incurred, request additional compensation from the County.

7. TITLE AND LIABILITY. Title to the Waste, together with all responsibility and liability in connection therewith, shall pass to Company upon Company's acceptance of the Solid Waste at the Pick-up. Title and liability for Nonconforming Waste shall at all times remain with County, notwithstanding the fact that physical possession of Nonconforming Waste may have passed to Company.

8. LOADING AND TRANSPORTATION. Transportation of the Solid Waste from the Pick-up Point shall be the responsibility of the Company. Company shall comply with all applicable statutes, rules, regulations and ordinances of the United States and all applicable State and local regulations in moving, handling, transporting, disposing of and/or recycling the Waste. County shall be responsible for proper, legal loading of the Waste on vehicles provided or arranged for by Company. The parties agree and understand that reasonable, justified refusal by drivers or other employees of Company or its subcontractors to load, handle, transport, dispose of Nonconforming Waste will not be considered a breach of this Agreement.

9. COMPANY WARRANTIES.

COMPANY WARRANTS AND REPRESENTS TO COUNTY AS FOLLOWS:

9.1 Company has appropriate expertise and is engaged in the business of loading, transporting, storing, treating, disposing of and recycling Waste.

9.2. Company will transport, dispose of and/or recycle the Waste in compliance with all valid and applicable statutes, ordinances, orders, rules and regulations of the federal, state and local governments in whose jurisdiction such activities are performed under this Agreement.

9.3 Company will provide an adequate amount of trailers so that the County can keep the tipping floor clean at the end of each day.

10. COUNTY WARRANTIES.

COUNTY WARRANTS AND REPRESENTS TO COMPANY AS FOLLOWS:

10.1 The data and information set forth herein are correct and in accordance with all applicable waste regulations.

10.2 The Solid Waste to be delivered to Company will conform to the Solid Waste definition provided.

10.3 County warrants that it has advised Company of all known potential health and/or environmental problems associated with the Solid Waste.

11. INDEMNIFICATION

11.1 COMPANY INDEMNIFICATION. Company shall indemnify and hold harmless County, its Elected Officials, Employees and Agents from such civil penalties, claims and causes of action (including court costs and reasonable attorney fees) as may be brought on account of death or bodily injury to any person; destruction or damage to any property; injury to, destruction of, or loss of natural resources; or any violation of any federal or state law, regulation or municipal ordinance and which result from or arise out of company's negligence, willful misconduct, breach of warranty or failure to perform services in accordance with this agreement. Company's duty to indemnify is inapplicable to the extent that such penalties, claims or causes of action result from County's delivery to Company of nonconforming waste.

11.2 COUNTY INDEMNIFICATION. County shall indemnify and hold harmless Company, its Officers, Directors, Employees, Agents and Subcontractors from such civil penalties, claims and causes of action (including court costs and reasonable attorney fees) as may be brought on account of death or bodily injury to any person; destruction or damage to any property; injury to,

destruction of, or loss of natural resources; or any violation of any federal or state law, regulation or municipal ordinance, and which result from or arise out of county's negligence, willful misconduct, breach of warranty, delivery to company of nonconforming waste or failure of County to perform its responsibilities under this Agreement.

12. DEFAULT AND RIGHT TO CURE. No default under this Agreement may be declared, other than a default based upon failure to make timely payment, until written notice has been provided to the defaulting party, at the Company Notification Address or the County Notification Address as appropriate. Notification of the default which is recognized by the non-defaulting party, shall be provided in written form, and the party alleged to be in default, shall have 30 days within which to cure the alleged default. The parties agree that they shall operate in good faith, and in effort to work together, to fulfill the terms and conditions of this agreement, in a matter successful for both parties. The written notification shall be provided by certified mail, return receipt requested, or by UPS, Federal Express, or any reputable overnight delivery company providing overnight letter delivery which includes a written proof of delivery. Written proof of delivery shall be the signature of the receiving party's agent. No default alleged to exist, may be asserted as a basis to avoid this Agreement, until the right to cure provision contained herein has been exercised.

13. INDEPENDENT CONTRACTOR. Company is and shall be an independent contractor in the performance of all services under this Agreement. Company shall exercise exclusive control of the operation and activities of all employees, agents and subcontractors of Company at all times. Neither Company nor County shall have any authority to employ any person as an employee, agent or subcontractor for or on behalf of the other.

14. CONFIDENTIALITY. Company and County shall treat as confidential and not disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform this Agreement, any information regarding either party's plans, programs, plants, processes, products, costs, equipment, operations of Counties which may come within the knowledge of the parties in the performance of this Agreement. This clause does not prevent disclosures required by law. The foregoing obligations shall survive the termination of this Agreement.

15. FORCE MAJEURE. The parties agree that any delay or failure of either party to perform its obligations under this Agreement, except for the payment of money for services already rendered, shall be excused if and to the extent caused by acts of God, strikes, action of regulatory agencies, fire, flood, windstorm, explosion, riot, war, sabotage or other cause or causes beyond the reasonable control of the party affected. Company also shall be excused from performance of this Agreement if Company loses or has suspended any license, permit or other authorization necessary for fulfilling its obligations. Both parties shall provide prompt notice of such delay and work diligently to remove such cause or causes.

16. SAVINGS CLAUSE. If any part of this Agreement becomes invalid for any reason, the validity of the Agreement as a whole or of any other part will not be affected.

17. ASSIGNMENT. Neither party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party, provided that Company may

assign the obligations which are undertaken by the company by this agreement, to any subsequent purchaser of the corporation, provided that the purchasing company has extensive experience in waste transport.

18. SUBCONTRACTING. Company may subcontract obligations it has undertaken by this Agreement; however, Company shall remain responsible for all obligations undertaken by the Company by this Agreement.

19. INSURANCE. The Company shall maintain proper workers compensation insurance for the employees of the company, and shall see that any subcontractors, exercising any duties of the company under this agreement, are insured under an appropriate Worker's Compensation insurance policy. The company shall provide proof of a general liability policy in an amount not less than 1,000,000/1,000,000, personal liability, 100,000, property damage. To the extent appropriate, the County shall be named as an additional insured with regards to the liability policy.

20. ENTIRE AGREEMENT. This agreement contains the entire Agreement between the parties with regard to the matters dealt with in this Agreement. No modifications or amendments shall be of any force or effect unless they are in writing and signed by the parties to be bound. This agreement supersedes and takes precedence over any prior agreement between the parties.

21. GOVERNMENT LAW. This Agreement shall be construed and interpreted in accordance with the Laws of the state of Tennessee.

22. ASSIGNS AND SUCCESSORS. The covenants and agreements contained in this Agreement shall apply to the parties hereto and their respective heirs, executors, administrators, assigns, and successors in interest.

23. AUTHORIZED REPRESENTATIVES. Each party acknowledges that a duly authorized representative has executed this Agreement on behalf of that party.

24. NOTICES. Any notice, communication or statement required or permitted to be given hereunder shall be in writing and shall be deemed to have been sufficiently given when delivered either in person or by registered or certified mail, postage prepaid, return receipt requested, to the appropriate address listed in the signature section of this Agreement.

25. BID SPECS AND BID PROPOSAL. Notwithstanding anything to the contrary, those specs as contained in the County's RFB with mail date of June 15, 2022 and the proposal of the Company being bid No. 1 submitted to the County, both documents being attached, are specifically made a part of this contract and shall control in the event of any conflict of wording.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

"COUNTY"
CHEATHAM COUNTY, TENNESSEE

By: _____

Title: _____

Date: _____

"COUNTY"
CHEATHAM COUNTY, TENNESSEE

By: _____

Title: _____

Date: _____

"COMPANY"
MPG TRANSPORT, INC.

By: _____

Title: _____

Date: _____

RESOLUTION: 8 (B)

RESOLUTION TITLE: To Approve Mayor's Signature On The Contract Dealing With Evaluation And Treatment For Adults Charged Only With Misdemeanor Crimes

DATE: August 15, 2022

MOTION BY: Mr. Gary Binkley

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

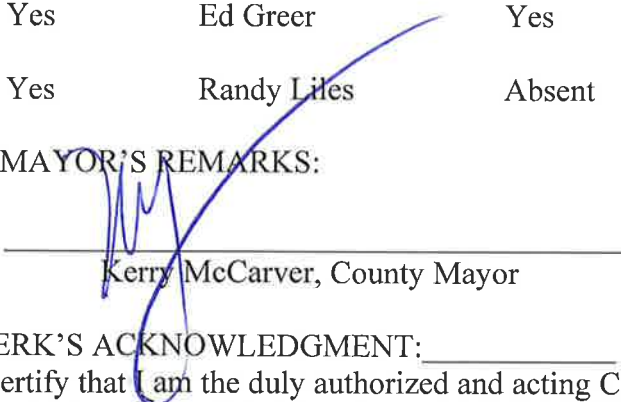
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of August 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Mayor's signature on the contract dealing with evaluation and treatment for adults charged only with misdemeanor crimes.

A copy of the contract is attached.

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 19th day of August 2022.


Teresa Gupton, County Clerk





GOVERNMENTAL REVENUE CONTRACT

(state revenue contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date July 1, 2022	End Date June 30, 2023	Agency Tracking # DA 53533 2022-2027_011	Edison ID 53533
Procuring Party Legal Entity Name Cheatham County, Tennessee			Procuring Party Registration ID
Service Caption Evaluation and Treatment Under Tenn. Code Ann. Title 33, Chapter 7, Part 3 (Adults Charged Only With Misdemeanor Crimes)			
Agency Contact and Telephone # For these services: Dr. Jeff Felix, Ph.D., Director Office of Forensics and Juvenile Court Services Division of Planning, Research, and Forensics Tennessee Department of Mental Health and Substance Abuse Services (615) 532-6747		OCR USE - RV	
Director of Contracts: Quinn Wilson Simpson Assistant General Counsel / Director Office of Contracts Division of General Counsel Tennessee Department of Mental Health and Substance Abuse Services (615) 253-7654			

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES
AND
CHEATHAM COUNTY, TENNESSEE**

This Contract, by and between the State of Tennessee, Department of Mental Health and Substance Abuse Services, hereinafter referred to as the "State" and Cheatham County, Tennessee (a Tennessee County), hereinafter referred to as the "Procuring Party," is for the provision of Evaluation and Treatment Under Tenn. Code Ann. Title 33, Chapter 7, Part 3 (Adults Charged Only With Misdemeanor Crimes), as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF SERVICES:

A.1. Mutual Understandings of the Parties:

- a. The purpose of this Contract is to establish rates and ensure payment for the evaluations and treatment necessary to evaluations ordered pursuant to Tennessee Code Annotated (T.C.A.) Title 33, Chapter 7, Part 3 (Adults Charged Only With Misdemeanor Crimes), as further described in this Scope of Services.
- b. T.C.A. Title 33, Chapter 7, Part 3 provides that, under the circumstances described therein, a general sessions, criminal, or circuit court may order a defendant, charged only with misdemeanor crimes, to undergo outpatient evaluation and treatment.
- c. The State facilitates and arranges for the provision of said outpatient evaluation and treatment.
- d. T.C.A. Title 33, Chapter 7, Part 3 provides that, under the circumstances described therein, a general sessions, criminal, or circuit court may order a defendant, charged only with misdemeanor crimes, to be placed in a hospital or treatment resource, as defined by T.C.A. § 33-1-101 for the purposes of evaluation and for treatment necessary to the evaluation.
- e. The State's Regional Mental Health Institutes (RMHIs) are such hospitals or treatment resources.
- f. Courts handling cases arising out of or associated with the Procuring Party's jurisdiction (i.e., geographical boundaries) will from time to time order that a defendant charged only with misdemeanor crimes be evaluated and treated on an outpatient basis; and sometimes inpatient basis and receive treatment necessary to the evaluation, if inpatient, at one of the State's RMHIs.
- g. The Procuring Party is statutorily obligated in all such cases to pay the cost of outpatient and inpatient evaluation and treatment necessary to the evaluation.
- h. It is in the interest of the Parties to establish rates for the cost of outpatient evaluations and treatment; and evaluations and treatment necessary to the evaluations, if inpatient, at the RMHIs and establish how said cost will be paid and a timeline for payment.
- i. The Parties acknowledge that the relevant sections of the T.C.A., Title 33, along with rules and policies and procedures issued in accordance therewith, shall take precedence over any conflicting terms of the court order.

A.2. Responsibilities and Obligations of the Parties:

- a. Procuring Party. The Parties agree that the Procuring Party shall have the following responsibilities and obligations:

- (1) When a court with appropriate jurisdiction orders the State to provide an evaluation and the treatment necessary to the evaluation of a defendant charged only with misdemeanor crimes pursuant to and in accordance with T.C.A. Title 33, Chapter 7, Part 3, the Procuring Party for whom the court is acting shall pay the State for said evaluation and treatment as specified in Section C.; and
- (2) When court approval or certification of the cost to be paid by the Procuring Party under this contract is required, the Procuring Party shall act in good faith and with diligence to facilitate the State's obtaining such court approval or certification.

b. State. The Parties agree that the State shall have the following responsibilities and obligations:

- (1) When a court with appropriate jurisdiction orders the State to provide an evaluation and the treatment necessary to the evaluation of a criminal defendant charged only with misdemeanor crimes pursuant to and in accordance with T.C.A. Title 33, Chapter 7, Part 3, the State shall facilitate and arrange for the provision of outpatient evaluation and treatment and shall provide the inpatient evaluation and treatment services as needed;
- (2) The State shall facilitate the provision of a report of the results of outpatient evaluations to the court when completed, and shall notify the court when inpatient evaluation and/or treatment ordered by the court is complete and the defendant is to be discharged and transferred back to the jurisdiction of the court; and
- (3) The State shall accept payment as specified in Section C. as payment in full for the evaluation and treatment necessary to the evaluation of a defendant charged only with misdemeanor crimes when said evaluation and treatment are ordered pursuant to T.C.A. Title 33, Chapter 7, Part 3.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on July 1, 2022 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"), thereby ending on June 30, 2023. The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed twelve (12) months beyond the expiration date of this Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Rates and Increments. The Procuring Party shall reimburse the State at the rates and increments listed below for a defendant charged only with misdemeanor crimes pursuant to the T.C.A. section listed below:

T.C.A. Section	Type of Service	Amount
§ 33-7-301(a)	Outpatient Competency to Stand Trial Evaluation	\$400.00 per service recipient
§ 33-7-301(a)	Outpatient Mental Condition at the Time of the Alleged Crime Evaluation	\$400.00 per service recipient
§ 33-7-301(a)	Both Outpatient Competency to Stand Trial and Mental Condition at the Time of the	\$800.00 per service recipient

	Alleged Crime Evaluations	
§ 33-7-301(a)	Additional Mental Health Assessments in order to complete an outpatient evaluation under this part (must be authorized by State)	\$100.00 per assessment
§ 33-7-301(a)	Physician Services utilized to complete an outpatient evaluation under this part (must be authorized by State)	\$100.00 per service
§ 33-7-301(a)	Outpatient Competency to Stand Trial and/or Mental Condition at the Time of the Alleged Crime Evaluation for defendant housed in a Tennessee Department of Correction (TDOC) facility located in a county served by the mental health center	\$900.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Competency to Proceed Evaluation (Must be authorized by State)	\$400.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Mental Condition Evaluation	\$400.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Intellectual Disability Evaluation	\$400.00 per service recipient
§ 33-7-301(a)	Inpatient Evaluation and Treatment at a Regional Mental Health Institute (RMHI)	\$450.00 per service recipient per day
§ 33-7-301(b)	Inpatient Evaluation and Treatment at an RMHI	\$450.00 per service recipient per day
§ 33-7-303(a)	Outpatient Committability of Insanity Acquittee Evaluation in accordance with Commitment Criteria of T.C.A. Title 33, Chapter 6, Part 5	\$600.00 per service recipient
§ 33-7-303(a)	Completion of Outpatient Treatment Plan for Insanity Acquittee Considered Not Committable [with or without Mandatory Outpatient Treatment (MOT) under T.C.A. § 33-7-303(b)]	\$300.00 per service recipient
§ 33-7-303(c)	Inpatient Evaluation and Treatment at an RMHI	\$450.00 per service recipient per day

- C.2. Daily Rate, "Date of Admission", and "Date of Discharge". For inpatient evaluation and treatment, the Procuring Party shall be responsible for paying the daily rate to the State for the day a defendant charged with misdemeanor crimes only is admitted, herein "date of admission", and each day between the date of admission and the day the defendant is discharged, herein "date of discharge". The Procuring Party shall not be responsible for paying the daily rate for the date of discharge. For purposes of this Contract, the date of discharge shall be the date that the Procuring Party or the Procuring Party's transportation agent actually removes the defendant from the State's grounds.
- C.3. Time of Payment and Collection Efforts. Procuring Party shall pay the State within thirty (30) calendar days after receiving an invoice from the State. If at the end of thirty (30) calendar days, the Procuring Party has not paid the invoice, the State shall issue a second invoice, and shall continue sending invoices at thirty (30) calendar day increments until reaching one hundred and twenty (120) calendar days for which the invoice remains unpaid. If the invoice remains unpaid at the end of the one hundred and twenty (120) day period, the State shall initiate collection efforts or refer the issue to the Tennessee Attorney General's Office.

- C.4. Interpreter Services. In the event that the State must procure interpreter services from non-state resources under court order or in order to affect an inpatient evaluation or treatment necessary to the evaluation, the Procuring Party shall reimburse the State the actual cost of the interpreter services.
- C.5. When Defendant is Financially Able to Pay For and Be Responsible for Costs and Expenses. When a court with appropriate jurisdiction orders the State to provide an evaluation and the treatment necessary to the evaluation of a defendant charged only with misdemeanor crimes pursuant to and in accordance with T.C.A. Title 33, Chapter 7, Part 3; and the court finds the defendant financially able to pay for, and be responsible for, all or part of the costs and expenses for the evaluation and treatment, the Procuring Party shall pay the State the cost of the evaluation and treatment and seek reimbursement from the defendant. At no time shall the State seek payment directly from the defendant.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a Breach of Contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.
- Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.
- D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).
- D.6. Conflicts of Interest. The Procuring Party warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.

- D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.
- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

- D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.20. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Dr. Jeff Feix, Ph.D., Director
 Office of Forensics and Juvenile Court Services
 Tennessee Department of Mental Health and Substance Abuse Services
 500 Deaderick Street
 Nashville, Tennessee 37243
 E-mail Address: jeff.feix@tn.gov
 Telephone #: (615) 532-6747
 FAX #: (615) 253-3045

The Procuring Party:

Kerry McCarver, County Mayor
 Cheatham County
 350 Frey Street
 Ashland City, Tennessee 37015
kerry.mccarver@cheathamcountytn.gov
 Telephone #(615) 792-4316
 FAX #(615) 792-2001

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. HIPAA Compliance. The State and Procuring Party shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

IN WITNESS WHEREOF,

CHEATHAM COUNTY TENNESSEE:

PROCURING PARTY SIGNATURE

DATE

PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)

DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES:

MARIE WILLIAMS, COMMISSIONER

DATE

RESOLUTION: 8 (C)

RESOLUTION TITLE: To Approve Mayor's Signature On The Contract With Cumberland Connect

DATE: August 15, 2022

MOTION BY: Mr. Gary Binkley

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

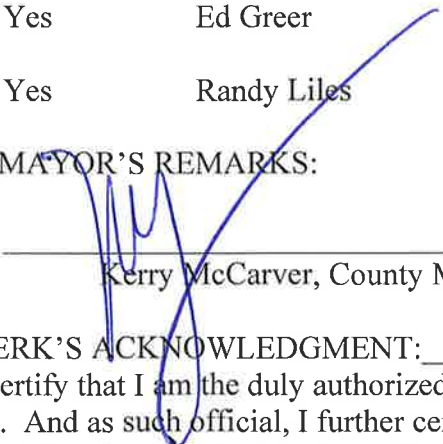
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of August 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Mayor's signature on the contract with Cumberland Connect for Internet Service.

A copy of the contract is attached.

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

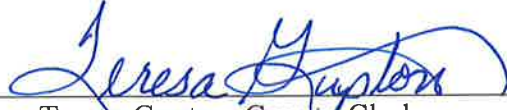
CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 19th day of August 2022.

A handwritten signature in blue ink that reads "Teresa Gupton". The signature is written in a cursive style and is positioned above a horizontal line.

Teresa Gupton, County Clerk





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

Organization/Business/Name

Email

Phone

Physical Address

City/State/Zip Code

Billing Address

City/State/Zip Code

Installation Contact

Email

Phone

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

Authorized Representative Signature:

Date

SEE A COPY OF THE TERMS AND CONDITIONS ATTACHED. THE AUTHORIZED INSTALLATION CONTACT WILL BE REQUIRED TO SIGN THE INSTALLATION AGREEMENT

Confidential for Cumberland Connect and Member use only



Order details for CCFiber use only

Service Plan

Internet

- Small Business 250
- Small Business Gig
- Business 250 1 static IP
- Business Gig 1 static IP
- Enterprise 250 3 static IPs
- Enterprise Gig 3 static IPs
- Enterprise 10 Gig 3 static IPs
- Enterprise 9-Static IP Addresses
- Enterprise 25-Static IP Addresses
- Wi-Fi Extender
- Business Ethernet P2P 250
- Business Ethernet P2P Gig
- Business Ethernet P2P 10 Gig

Phone

- Small Business Phone
- Hosted PBX Basic
- SIP Trunks
- PRI Trunk
- PRI Trunk 1/2
- DID(Direct Inward Dialing)
- Toll-Free Inbound
- Alaska Inbound
- Hawaii Inbound
- Canada Inbound
- Caribbean Inbound
- International-150
- International-300
- International-500
- Business Battery Backup (Up to 2 Lines)
- Business Additional Battery (Up to 2 Lines)
- Business Battery Backup (3-8 Lines)
- Business Additional Battery (3-8 Lines)

Quantity

Video

- Locals Plus
- Expanded
- Ultimate
- Additional Set-Top Box

Quantity

S/O Comments SMALL BUSINESS INTERNET \$70.00 PER MONTH
NO CONTRACT REQUIRED/MONTH-TO-MONTH BILLING

Service Map Location N25M8555-01

Customer Number 4439624

Billing Cycle 6

Bankdraft Account TBD

Tax Exempt YES

LOA NO

Send Business Email NO

Send NetOps Email NO

Referral Code NO



**GENERAL TERMS AND CONDITIONS FOR CUMBERLAND
CONNECT SERVICES**

Last updated: March 2022.

1. SERVICES

1.1. **Overview.** These General Terms and Conditions for Cumberland Connect Services ("Terms and Conditions"), including any schedules hereto and any terms incorporated by reference along with any separate Services Agreement, if applicable, govern the use and provision of any and all broadband Internet access, phone, video and related services and Equipment (collectively referred to as the "Services") provided by Cumberland Connect LLC ("us," "we," or "Cumberland Connect") as requested by the person or entity purchasing the Services ("you" or the "Customer"). By using, requesting, receiving or paying for the Services, you agree to accept these Terms and Conditions. These Terms and Conditions may be updated or changed from time to time. The most up to date version applicable to the Customer may be viewed at <http://www.cumberlandconnect.org>. If Cumberland Connect makes a change to these Terms and Conditions that has a material impact on the Services, we will post notice on our website and provide notice to your email address or address for your account in our records.

1.2. **Scope of Services.**

1.2.1. The Services and Equipment are solely and exclusively for the use of the Customer and shall not be used for any illegal purpose or in any manner inconsistent with the provisions of these Terms and Conditions. Customer acknowledges the Services and Equipment were developed, compiled, prepared, revised, selected and arranged by Cumberland Connect and others (including certain information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial, time, effort and money and constitute valuable industrial and intellectual property and trade secrets of Cumberland Connect and such others. Customer agrees to protect the proprietary rights of Cumberland Connect and all others having rights in the Services and the Equipment during and after the term of this Agreement as defined herein. Customer acknowledges and agrees that it has no ownership rights in and to the Services and Equipment and that no such rights are granted under this Agreement Customer shall honor and comply with all written requests made by Cumberland Connect or its suppliers to protect their and others' contractual, statutory and common law rights in the Services and the Equipment with the same degree of care used to protect its own proprietary rights, which in no event shall be less than reasonable efforts. Customer agrees to notify Cumberland Connect in writing promptly upon becoming aware of any unauthorized access or use by any party or of any claim that the Services or the Equipment infringe upon any copyright, trademark, or other contractual, statutory, or common law rights.

1.2.2. Customer shall not access the Services through any medium or Equipment that Cumberland Connect has not authorized in writing, nor may any medium or Equipment by which the Services is provided be shared, moved, modified, interfaced, copied, broadcasted, reproduced, ported or otherwise routed with or to any other Equipment without Cumberland Connect's prior written consent. In addition, Customer shall not move, modify, interface, copy, broadcast, reproduce, port or otherwise use or route the Services or any portion thereof with or to any other Equipment, network or software that Cumberland Connect, in its sole good faith judgment, determines is interacting or interfering or may interact or interfere with the performance of the Services or any portion thereof and, from time to time, upon Cumberland Connect's request therefore, Customer shall promptly notify Cumberland

Connect in writing of any and all such Equipment, network and software. Services expressly provided by Cumberland Connect for operation on Customer's own Equipment shall be furnished without warranty as to compatibility, fitness or performance with such Equipment, and Customer shall bear all cost and responsibility for such Equipment.

- 1.2.3. Unauthorized access or use is unlawful, and Cumberland Connect and its suppliers shall have all rights provided by law to prevent such access or use and to collect damages in such event. Customer agrees to notify Cumberland Connect in writing promptly upon becoming aware of any unauthorized access or use. Customer shall not share, recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, the Services and/or the Equipment may use the Services solely for its own purposes and may not use the Services for any development purposes or to develop any applications, software or otherwise that could in any way interact or interfere with the performance of the Services or any portion thereof, except as Cumberland Connect may expressly permit under a separate development license with Customer.
 - 1.2.4. Customer shall not use any of Cumberland Connect's or its affiliated companies' trademarks, trade names, or service marks in any manner that creates the impression that such names and marks belong to or are identified with Customer, and Customer acknowledges that it has no ownership rights in and to any of these names and marks.
 - 1.2.5. Customer acknowledges and agrees that Cumberland Connect may delegate certain of its responsibilities, obligations and duties under or in connection with this Agreement to a third party or an Affiliated Company of Cumberland Connect, which may discharge those responsibilities, obligations and duties on behalf of Cumberland Connect.
- 1.3. **Authorized User.** You must be an adult over the applicable age of majority to purchase the Services as an individual or to accept these Terms and Conditions as an authorized representative for an individual or entity who purchases the Services. Customer and members of Customer's household, including guests of Customer, are the only authorized users of the Services and must comply with the Terms and Conditions and applicable Services Agreement. Customer may not sell, transfer, lease, encumber or assign all or part of the Services. If Customer installs a wireless router, no one outside of Customer's household may access the Services through Customer's account. Customer is responsible for all traffic coming into or from Customer's account even if it is an unauthorized user. Customer shall assure that any use of the Services complies with all applicable laws, regulations and rules. This limitation on authorized users includes, but is not limited to, hosting applications such as the provision of e-mail, FTP, HTTP, VoIP, and Telnet access. Although resale of such Services is prohibited, a business rate plan allows for the hosting of these Services for the business's own purpose (e.g., employee email, basic business website for marketing).
 - 1.4. **Installation.** Installation of the Services means that Services has been made available to Customer, which, depending on the Level of Services available to and selected by Customer, may include access to a data, voice, or video connection. Installation includes all fiber strand to the residence or business and continues to the Equipment provided by Cumberland Connect. Any work outside of the scope of this installation will be an additional charge. Pricing varies, please contact us at (800) 987-2362 or support@cumberlandconnect.org for more information.
 - 1.5. **Access to Customer's Property.** Customer shall allow Cumberland Connect and its agents the right to enter Customer's real property and premises at reasonable times, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Services and Equipment. If you do not own the premises, you shall contact your landlord or building manager about the installation, configuring, maintaining, inspecting, upgrading, replacing and removing the Services and Equipment. You warrant that you are either the owner of the premises or that you have the authority to give us access to the premises. If you are not the owner of the premises, you are responsible for obtaining any necessary approval from the owner to allow us and our agents into the premises to perform the activities specified above. In addition, you agree to supply us or our agent, if requested, the owner's name, address, and phone number and/or evidence that the owner has provided such authorization.
 - 1.6. **Easement on Customer's Property.** In consideration of receiving Services from Cumberland Connect, Customer hereby grants or will grant to Cumberland Connect or Cumberland Electric Membership Corporation

(CEMC) any easements required by Cumberland Connect or CEMC on, under, over or through Customer's real estate for purposes of extending fiber optic cable so to provide Services to Customer and others as well as to perform maintenance, Services upgrades, and periodic clearing of rights of way. When economically feasible, all extensions shall follow any existing utility easements.

2. RATES AND CHARGES

- 2.1. **Charge for Services.** The rates and charges for the Services are set forth on Cumberland Connect's website at <http://www.cumberlandconnect.org>. Current installation and monthly fees are posted on Cumberland Connect's website at <http://www.cumberlandconnect.org>. All prices, fees charges, packages, and where applicable, programming, features, functionality are subject to change at any time at the sole discretion of Cumberland Connect and Customers will be provided notice as required by all applicable laws and regulations. Any upgrades in existing Services will be charged at the upgraded level.
- 2.2. **Taxes and Surcharges.** In addition to the rates and charges for the Services(s), Customer shall be responsible for payment of all local, state and federal taxes, fees and surcharges, however designated, imposed on or based upon the provision, sale, or use of the Services and any Equipment, excluding taxes based on Cumberland Connect's net income. Customer shall be responsible for the payment of all surcharges in effect from time to time, including but not limited to USF, PICC, and payphone surcharges, as required or permitted by applicable law, regulation or tariff and/or as specified on the Cumberland Connect website at <http://www.cumberlandconnect.org>.
- 2.3. **Billing and Payment.**
 - 2.3.1. Charges for all Services shall be billed monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which we decide to bill in arrears), including but not limited to: activation fees; monthly Services fees; Equipment rental fees; usage charges; international usage charges; advanced feature charges; advanced features/add-ons; regulatory recovery fee, universal Services fund; 911 fees; federal, state and/or local taxes; disconnection fees; and shipping and handling charges. The amount of such fees and charges shall be published on our website and may change from time to time. Cumberland Connect may introduce new products and Services at special introductory pricing. Introductory pricing may change at Cumberland Connect's discretion. Notification of monthly invoices will be sent to you via mail or your email address on file with us. Any usage charges will be billed in increments that are rounded up to the nearest minute unless otherwise set forth in the rate schedules found on our website.
 - 2.3.2. All charges are due on the date listed on Customer's bill for such amounts. If payment for services is received after the due date Customer will be charged a late fee. All amounts due hereunder which are not paid by Customer within fifteen (15) days from the date of the bill shall become delinquent. Services may be disconnected after five (5) days written notice that Services may be disconnected unless the delinquent account is paid in full. If Services are disconnected for non-payment, Cumberland Connect may require payment of any outstanding balance along with a Reconnect Fee prior to reconnection. Customer will further be liable to Cumberland Connect for all costs associated with collection of any amount owed by Customer under this Agreement, including, but not limited to reasonable attorneys' fees. Customer must provide Cumberland Connect with written notice of any disputed charge(s) within thirty (30) days after the invoice date listed on the bill or shall be deemed to have waived its rights to dispute the charges. Customer shall pay the invoiced amount by the Due Date; provided that payment of an invoice shall not be deemed a waiver of Customer's rights to later dispute an invoice within the time period established in this Section.
 - 2.3.3. Cumberland Connect may require you to make deposits for Services, and may use these deposits to satisfy your initial invoice for Services, to offset any unpaid balance, or to satisfy your obligation if you fail to return Equipment as required under these Terms and Conditions. For Customers who are also customers of Cumberland Electric Membership Corporation ("CEMC"), we may apply your payments, including any deposits, to offset outstanding amounts due to Cumberland Connect or to CEMC for electric Services.

- 2.3.4. You must notify us in writing within thirty (30) days after receiving your statement if you dispute any Cumberland Connect charges on that statement or you will be deemed to have waived any right to contest such charges. All notices of disputed charges should be sent to:

Cumberland Connect
1940 Madison Street
Clarksville TN 37043

The dispute notice shall set forth in writing in reasonable detail the information concerning the disputed charges and reasons for the dispute. Cumberland Connect and Customer shall attempt in good faith to promptly resolve any objection to the invoiced amount. If the dispute is subsequently resolved in favor of Customer, Cumberland Connect shall issue a credit on Customer's subsequent invoice for the disputed amount. If Cumberland Connect initiates legal proceedings to collect any amount due hereunder and Cumberland Connect substantially prevails in such proceedings, then Customer shall pay the reasonable attorneys' fees and costs incurred by Cumberland Connect in prosecuting such proceedings and any appeals therefrom.

- 2.3.5. **Discontinuance of Services.** We reserve the right to suspend or discontinue the Services generally, or to disconnect your Services or a Services component, at any time in our sole and absolute discretion while providing notice as required by law. If we discontinue the Services generally, or disconnect your Services without a stated reason, you will only be responsible for charges accrued through the date of disconnection, including a pro-rated portion of the final month's charges. If your Services are disconnected on account of your breach of any provision of these Terms and Conditions or applicable Services Agreement, you will be responsible for the full charges to the date of disconnect or to the end of the current term as provided herein or as detailed in the Services Agreement, as applicable, including, without limitation, unbilled charges, plus the termination fee, if applicable, all of which will immediately become due and payable. Cumberland Connect will pursue collection for unpaid amounts on disconnected accounts and may report to credit bureaus. Collection activities and credit bureau reporting may be done utilizing the information provided by you to Cumberland Connect or its parent company.

- 2.3.6. **Taxes.** State and local governments may assess taxes, surcharges and/or fees on your use of Cumberland Connect Services. These charges may be a flat fee or a percentage of your Cumberland Connect charges and may change from time to time without notice. These charges are based on the rates applicable to the address you provided to us. You are responsible for all applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Services or Equipment. Such amounts are in addition to payment for the Services or Equipment and will be billed to you as set forth in these Terms and Conditions or applicable Services Agreement. If you are exempt from payment of such taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax exempt status. Tax exemption will only apply from and after the date we receive such certificate.

2.4. Itemized Fees

- 2.4.1. **Activation Fee** - This fee covers charges for setting up your account and activating you on our system.
- 2.4.2. **Monthly Services Fee** - This is the basic charge associated with your Services. This fee includes the calling charges defined by your plan; the features associated with your plan and basic account Services.
- 2.4.3. **Equipment Rental Fees** - This is the charge associated with the rental of Equipment for the sole purpose of use in connection with the Services.
- 2.4.4. **Usage Charges** - If you exceed the number of calling minutes on your plan, Cumberland Connect will bill you for the minutes you use above your allowance. Cumberland Connect also bills for calls to directory assistance and other information Services.

- 2.4.5. *International Usage Charges* - These are the fees associated with calls to locations outside of the US, and Canada.
- 2.4.6. *Advanced Features, Add-Ons, and Premium Services* –Cumberland Connect charges additional fees for enhanced features and Services such as Virtual Phone Numbers.
- 2.4.7. *Universal Service Fund* - The Universal Service Fund (USF) provides support to promote access to telecommunications Services at reasonable rates for those living in rural and high- cost areas, income-eligible consumers, rural health care facilities, and schools and libraries All telephone companies that provide Services between states and internationally, including wireless companies, must contribute a percentage of their revenues derived from these Services to the USF.
- 2.4.8. *Taxes*– Cumberland Connect is required to bill and collect local, state and federal taxes imposed on Cumberland Connect customers by the various taxing authorities. Cumberland Connect passes all taxes it collects on to the appropriate taxing authority.
- 2.4.9. *Emergency Services – 911 Dialing* - State and/or local governments may assess fees on Cumberland Connect to pay for emergency Services in your community. Cumberland Connect bills and collects 911 fees from its customers and remits such fees to the appropriate authority. Depending on where you live, these fees can vary widely. Cumberland Connect is committed to supporting public safety Services and resources in your State.

2.5. Equipment

- 2.5.1. *Required Equipment.* Depending on the level of Services selected by Customer, certain Equipment will be required for the use of Services. This may Include an Optical Network terminal, In-home fiber cable, wi-fi extender, gigabit switch, etc. ("Equipment"). Cumberland Connect will supply Customer with the Equipment required for the Services, which shall at all times remain the property of Cumberland Connect, shall not be tampered with, and upon termination or cancelation of Services shall be returned to Cumberland Connect in the same condition as existed at the time of delivery, reasonable wear and tear excluded. Failure to return Equipment to Cumberland Connect within ten (10) days of the final bill may result in a Customer being liable for and charged with the full cost of replacing the Equipment. An list of Equipment and the associated replacement costs may be found at www.cumberlandconnect.org/equipment. If you receive Equipment that is visibly damaged, you must contact our customer care department immediately at (800) 987-2362 or support@cumberlandconnect.org. If you purchase the Equipment, you bear all risk of loss of, theft of, casualty to or damage to the Equipment, from the time it is shipped to you until the time (if any) when it is returned to us in accordance with this Agreement. YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE CUMBERLAND CONNECT EQUIPMENT OR SERVICES(S) AT A LOCATION OTHER THAN THE PREMISES OR OTHERWISE EXPRESSLY AUTHORIZED BY US, THE SERVICES(S) MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY.
- 2.5.2. *Equipment Purchases:* You may purchase Equipment, including, but not limited to, an Uninterruptible Power Supply (UPS) to utilize with the Cumberland Connect Services. You will be deemed to have accepted the items upon purchase and/or after each is delivered and/or installed. No Equipment purchased through Cumberland Connect may be returned at any time for a credit and/or refund. If you receive Equipment that is visibly damaged, you must contact our customer care department immediately at (800) 987-2362 or support@cumberlandconnect.org. Cumberland Connect may resell certain Equipment from a third-party supplier. Maintaining that Equipment is your sole responsibility. The original Equipment manufacturer and not Cumberland Connect shall be responsible for any Equipment defects. Cumberland Connect will pass all original Equipment manufacturer warranties for the Equipment to you and will not have any liability to you regarding such Equipment. Please check the Equipment provider's website for warranty, return rules and other terms and conditions applicable to such third-party Equipment supplier. Equipment may be returned to the manufacturer in the event of a defect that arises within the applicable warranty period, provided you comply with the terms of this Section and the manufacturer's Return Materials Authorization ("RMA") policy.

2.5.3. **Equipment Rentals** In addition to the other Services referred to in this Agreement, we may rent Equipment to you for the sole purpose of use in connection with the Services. The term of use of the Equipment will be coterminous with the end of the term for the Services and any extensions thereof; you will be deemed to have accepted the items after each is delivered and/or installed, unless you notify us in writing to the contrary. You may return any defective Equipment to us for a replacement as long as it has not been misused or damaged by you, your agents or invitees. Furthermore, you shall be responsible for ensuring that any Cumberland Connect Equipment is maintained in a secure location, and you shall be fully liable for any and all costs and charges associated with damage to or loss of Cumberland Connect Equipment.

3. TERM and TERMINATION

3.1. **Types of Uses.** The following term and termination restrictions will apply based upon the level of Services and classification of Services that Customer subscribes to, as defined below

Residential and/or Business with No Term Requirements:

The term of the Agreement shall commence upon the initial installation or activation of any Services and shall continue in full force and effect for the time period from month to month unless earlier terminated in accordance with the terms and provisions of the Agreement. Customer may terminate the Agreement at any time upon notice to Cumberland Connect. Cumberland Connect may terminate the Agreement at any time upon written notice to Customer. Customer shall pay to Cumberland Connect, immediately upon demand, all sums then due and unpaid at the time of termination.

Enterprise and/or Business with Term Requirements:

Certain Services and Equipment are available under a Services Agreement ("Services Agreement"). Due to the unique needs of our Enterprise and Business Customers, Services Agreements shall be entered into on a case by case basis through Cumberland Connect's Sales Director after identifying the needs of the business entity.

3.2. **Cancellation**

Customer may cancel Services only as follows:

Telephone Cancellation: (800) 987-2362

Email: livechat@cemc.org

Mail Cancellation:

Cumberland Connect Cancel Services
PO Box 3300
Clarksville, TN 37043

Cancellations must include Customer's name, account number, address, telephone number, and date of desired cancellation.

4. AUTHORIZED AND UNAUTHORIZED USES

4.1. **Copyright; Trademark.** The Services and Equipment and any firmware or software used to provide the Services, or provided to you in conjunction with providing the Services, or embedded in the Equipment, and all Services, information, documents and materials on our websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our websites, corporate names, Services marks, trademarks, trade names, logos and domain names (collectively "marks") are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any of our marks.

4.2. **Unauthorized Usage of Equipment; Firmware or Software.** You have not been granted any license to use the firmware or software used to provide the Services or provided to you in conjunction with providing

the Services, or embedded in the Equipment, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the Equipment is exclusively for use in connection with the Services and that we will not provide any passwords, codes or other information or assistance that would enable you to use the Equipment for any other purpose. We reserve the right to prohibit the use of any interface Equipment that we have not provided to you. You hereby represent and warrant that you possess all required rights, including software and/or firmware licenses, to use any interface Equipment that we have not provided to you. In addition, you shall indemnify and hold us harmless against any and all liability arising out of your use of such interface Equipment with the Services. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

4.3. Unauthorized Use of Services.

4.3.1. **Protective Action.** Cumberland Connect shall have the right (but not the obligation) to take protective action against Customer in order to protect Cumberland Connect's network from any unauthorized use, found in these Terms and Conditions including our Acceptable Use Policy, which protective action may include, without limitation, the temporary blocking of Customer's traffic until the applicable problem is resolved (in Cumberland Connect's reasonable discretion.) The Services do not support and Cumberland Connect will not accept 976/900 and such other call types in which charges are placed on an end-user's bill and Cumberland Connect might be expected to act as a collection agent. Use of predictive dialers for more than five percent (5%) of all calls made is prohibited without Cumberland Connect's written consent. In addition to any applicable limitations pursuant to the AUP (as defined below and found in our AUP), Licensee may not use the Services with (or in connection with) an auto-dialer (or "Robo-dialer"), which Cumberland Connect, LLC will determine, in its reasonable discretion, based upon analysis of Licensee's traffic patterns in the ordinary course of business.

4.3.2. **Unlawful Uses.** You shall use the Services and the Equipment only for lawful purposes. We reserve the right to immediately disconnect your Services without notice, if, in our sole and absolute discretion, we determine that you have used the Services or the Equipment for an unlawful purpose. In the event of such disconnection, you will be responsible for the full charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon disconnection of your Services. If we believe that you have used the Services or the Equipment for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, Cumberland Connect will provide information in response to law enforcement requests, lawful government requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others.

4.3.3. **Inappropriate Conduct.** You shall not use the Services or the Equipment in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately disconnect your Services without notice, if, in our sole and absolute discretion, we determine that you have used the Services or the Equipment in any of the aforementioned ways. In the event of such disconnection, you will be responsible for the full charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon disconnection of your Services. If we believe that you have used the Services or the Equipment in any of the aforementioned ways, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, Cumberland Connect will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others. Furthermore, Cumberland Connect reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly.

4.3.4. **Tampering.** Customer shall not change the electronic serial number or Equipment identifier of the Equipment to perform a factory reset of the Equipment without our prior written consent. We reserve the right to disconnect your Services if we believe, in our sole and absolute discretion, that you have tampered with the Equipment. In the event of such disconnection, you will remain responsible for the full charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will immediately become due and payable. You shall not attempt to hack or otherwise disrupt the Services or make any use of the Services that is inconsistent with its intended purpose.

4.3.5. **Theft of Services.** Customer shall not use the Services in a manner calculated to avoid Cumberland Connect policies and procedures. Customer shall not obtain or use the Services in an improper manner. You shall notify us immediately, in writing or by calling our customer support line, if the Equipment is stolen or if you become aware at any time that your Services are being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide your account number, CPNI PIN when applicable, and a detailed description of the circumstances of the Equipment theft, fraudulent use or unauthorized use of Services. Failure to do so in a timely manner may result in the disconnection of your Services and additional charges to you. Until such time as we receive notice of the theft, fraudulent use or unauthorized use, you will be liable for all use of the Services using Equipment stolen from you and any and all stolen, fraudulent or unauthorized use of the Services. Cumberland Connect reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly.

4.3.6. **Disconnection.** We reserve the right to immediately disconnect your Services without notice, if, in our sole and absolute discretion, we determine that you have used the Services or the Equipment in any way that violates our Acceptable Use Policy.

4.4. Cumberland Connect's Use of Equipment. Customer agrees and understands Cumberland Connect may utilize the Equipment provided by Cumberland Connect to the Customer to extend coverage of the fiber optic network for Cumberland Connect's or other Customers' use. Such use will utilize an account and network independent of the Customer's Services and will not impede or restrict Customer's Services.

4.5. General Restrictions on the Services. The Services speeds and quality identified in Cumberland Connect's marketing materials and other communications reflect Services speed and quality capability and are dependent upon the Level of Services selected and available. The high-end of the speed or quality range for Services represents the potential wired maximum speed and quality capability for a Level of Services, but is not a statement or guarantee of the maximum speed or quality Customer will receive. Cumberland Connect may contract with third parties to provide portions of the Services.

4.6. Monitoring the Services. Cumberland Connect has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if Cumberland Connect, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its Customers. Cumberland Connect may immediately remove Customer material or information from Cumberland Connect servers, in whole or in part, which Cumberland Connect, in its sole and absolute discretion, determines to infringe another's property rights or to violate the Agreement.

4.7. Customer Restrictions. Customer shall not:

4.7.1. Copy or adapt the Services for any purpose, except as specifically permitted under these Terms and Conditions;

4.7.2. Use the Services except in accordance with all applicable laws and regulations, and except as set forth in any documentation or instructions provided by Cumberland Connect;

4.7.3. Reverse engineer, translate, decompile, or disassemble the Services;

4.7.4. Use the Services in any outsourcing, application Services provider, time-sharing or Services bureau arrangement, including, without limitation, any use to provide Services or process data for the benefit of, or on behalf of, any third party other than the Customer;

4.7.5. Cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services; or

4.7.6. Delete, alter, cover, or distort any copyright or other proprietary notices or trademarks.

5. ACCEPTABLE USE POLICY AND PRIVACY POLICY

- 5.1. **General.** Use of the Services is subject to the use restrictions and provisions regarding acceptable use of the Cumberland Connect Services contained in this Terms of Service and Cumberland Connect's Privacy Policy, which is incorporated herein by reference, and available at <https://cumberlandconnect.org/legal/privacy-policy/>. Customer shall not use or to allow others to use the Services for illegal or inappropriate activities, including but not limited to: invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane or pornographic material; posting, transmitting, distributing or disseminating content that is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable. Cumberland Connect has no responsibility for the accuracy, completeness, value or usefulness of any content, advice or opinions contained in any emails, third party web sites, message boards, chat rooms, social networks or online Services. The internet may contain material that is unsuitable for minors, and Customer agrees to supervise and to accept sole responsibility and liability for any use of the Services by minors through Customer's account. Customer shall comply with this Acceptable Use Policy, which Cumberland Connect may modify at any time. Cumberland Connect may take any legal and technical remedies to enforce or prevent the violation of this Acceptable Use Policy.
- 5.2. **Content.** You will be liable for any and all liability that may arise out of the content transmitted by you or to any person, whether authorized or unauthorized, using your Services or Equipment (each such person, a "User"). You shall assure that you and your User's use of the Services and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. We reserve the right to disconnect or suspend your Services and remove your or your Users' content from the Services, if we determine, in our sole and absolute discretion, that such use or content does not conform with the requirements set forth in this Agreement or interferes with our ability to provide Services to you or others. Our action or inaction under this Section will not constitute any review or approval of your or Users' use or content.
- 5.3. **Usage Review:** Cumberland Connect reserves the right to review usage of all its plans to ensure you are not abusing them. You agree to use Cumberland Connect Services for normal voice or fax calls and will not employ methods or Equipment to take advantage the Services by using the voice or fax Services excessively or for means not intended by Cumberland Connect. Cumberland Connect may terminate Services immediately if it determines, in its sole discretion, you are abusing its plans. We reserve the right to at any time enforce this policy. For subscribers where usage to high cost areas (for example such as calls to Canada) exceeds 5% of total call traffic, or more than 5% of call volume lasts less than 10 seconds, such usage may be deemed excessive in the sole discretion of Cumberland Connect. For such usage, you agree to pay a per minute or per page fee surcharge in excess of established levels at the current Cumberland Connect rate with no additional mark-up. This surcharge applies to all plans, including the unlimited plans. Alternatively, in the sole discretion of Cumberland Connect, your Services may be immediately terminated.
- 5.4. **Definition of Unlimited:** Cumberland Connect's definition of "unlimited usage" is based on the combined number of inbound and outbound voice minutes and fax pages (excluding all Cumberland Connect advertising and informational messages). Cumberland Connect reserves the right, in its sole discretion, to at any time in the future to modify these Terms and Conditions with proper notice, to establish usage limits that shall be deemed excessive and/or abusive. In the event usage limits are established, customers would be required to pay a per minute or per page surcharge. Alternatively, in the sole discretion of Cumberland Connect, your Services may be immediately terminated.

6. DISCLAIMER OF WARRANTIES and LIMITATION OF LIABILITY

THE SERVICES AND THE EQUIPMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUMBERLAND CONNECT AND ITS SUPPLIERS DO NOT WARRANT THE PERFORMANCE OF THE SERVICES, THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CUMBERLAND CONNECT AND ITS SUPPLIERS MAKE NO EXPRESS WARRANTIES REGARDING THE SERVICES AND THE EQUIPMENT AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CUMBERLAND CONNECT AND ITS PARENT COMPANY, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, SUPPLIERS AND VENDORS (COLLECTIVELY "CUMBERLAND CONNECT PARTIES") WILL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS IN CONNECTION WITH THE SERVICES AND THE EQUIPMENT RESULTING FROM: (I) AVAILABILITY OR QUALITY WITHIN THE COVERAGE AREA REGARDLESS OF THE CAUSE(S) OF THE PROBLEM; (II) OTHER USERS ACCESSING CUSTOMER DEVICE; (III) VARIATIONS IN THE SPEED OR BANDWIDTH AVAILABILITY TO EACH DEVICE CONNECTED TO THE CUMBERLAND CONNECT NETWORK; (IV) SECURITY BREACHES; (V) EAVESDROPPING; INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICES; (VI) CUSTOMER'S RELIANCE ON OR USE OF THE SERVICES; (VII) INTERRUPTIONS (INCLUDING DUE TO MAINTENANCE), DELETION OF FILES, ERRORS, OR DEFECTS REGARDLESS OF WHETHER CUSTOMER'S DATA IS MAINTAINED ON THE CUMBERLAND CONNECT SERVERS OR CUSTOMER DEVICE(S); (VIII) DELAYS IN OPERATION, TRANSMISSIONS, CORRUPTION OF DATA, INVALID DESTINATIONS OR ANY FAILURE OF PERFORMANCE OF THE SERVICES; (IX) USE OF THE SERVICES BY CUSTOMER OR A THIRD PARTY THAT INFRINGES A THIRD PARTY'S COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OTHER INTELLECTUAL PROPERTY, PROPRIETARY, OR CONTRACTUAL RIGHTS; OR (X) ACCURACY, COMPLETENESS, AND USEFULNESS OF ANY THIRD PARTY PRODUCTS, SERVICES OR INFORMATION OR THE MERCHANTABILITY OF SUCH ITEMS (INCLUDING ANY SUCH ITEMS OFFERED THROUGH CO-BRANDED WEB SITES LINKED FROM THE CUMBERLAND CONNECT WEB SITES)..

THE CUMBERLAND CONNECT PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR (I) CUSTOMER FAILURE TO PROPERLY INSTALL, USE OR OPERATE THE EQUIPMENT OR (II) ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY OF CUSTOMER'S DEVICES, SOFTWARE, FILES, DATA, PERIPHERALS OR PROPERTY DUE TO CUSTOMER'S INSTALLATION, ATTEMPTED INSTALLATION, USE, REPAIR OR REMOVAL OF THE EQUIPMENT.

THE FOREGOING LIMITATIONS APPLY TO THE ACTS, OMISSIONS, NEGLIGENCE AND GROSS NEGLIGENCE OF THE CUMBERLAND CONNECT PARTIES WHICH, BUT FOR THIS PROVISION, WOULD GIVE RISE TO THE CAUSE OF ACTION AGAINST ANY CUMBERLAND CONNECT PARTY IN CONTRACT, TORT, OR ANY OTHER LEGAL DOCTRINE. CUSTOMER'S EXCLUSIVE AND ONLY REMEDIES UNDER THE AGREEMENT ARE AS EXPRESSLY SET FORTH IN THE AGREEMENT.

THE CUMULATIVE LIABILITY OF ANY CUMBERLAND CONNECT PARTY TO CUSTOMER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES AND THE EQUIPMENT WILL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING THE THREE MONTHS IMMEDIATELY PRECEDING A CLAIM.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NO CUMBERLAND CONNECT PARTIES WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS. CUSTOMER MAY HAVE OTHER RIGHTS UNDER CERTAIN LAWS IN CERTAIN STATES WHICH DO NOT ALLOW

THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES.

7. INDEMNIFICATION

Customer agrees to defend, indemnify and hold Cumberland Connect, its parent, affiliates and subsidiaries, their directors, officers, employees and agents ("Cumberland Connect Parties") harmless from and against all claims, demands, suits, actions, judgments, costs, proceedings, expenses, losses, liabilities, or damages (collectively, "Claims") including, but not limited to, direct, indirect and consequential damages, attorney's fees and expenses that a Cumberland Connect Party may sustain or incur by reason of Customer's use or misuse of the Services or the Equipment provided by Cumberland Connect for use of the Services, or such use or misuse by anyone else through Customer's account including, but not limited to, by such use or misuse (i) in violation of applicable laws or regulations or the terms of the Agreement; (ii) in connection with any claims for infringement of any intellectual property rights arising from or in connection with such use or misuse; (iii) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible property (including data); or (iv) any claims of the owner of Customer's premises in connection with the installation of the Services.

8. MISCELLANEOUS

- 8.1. **Waiver and Performance.** Cumberland Connect's failure to require strict performance of any term of the Agreement will not be a waiver of Cumberland Connect's right to require performance of any term or condition of the Agreement. No consent by a Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default.
- 8.2. **Electronic Communications and Phone Communications.** Customer consents to receive notices, documents, disclosures and other communications from Cumberland Connect about Customer's account or Services ("Communications") in an electronic format to Customer's contact email address and agrees that the Communications provided to Customer by Cumberland Connect electronically will be deemed a writing. Customer agrees to regularly check his/her email account for Communications. If Customer does not want to receive Communications from Cumberland Connect electronically or if Customer withdraws Customer's consents to receive such Communications electronically, then Customer must stop using the Services. The withdrawal of Customer's consent will not affect the legal validity and enforceability of any electronic Communications provided or business transacted between Cumberland Connect and Customer prior to the time Customer withdraws Customer's consent.
 - 8.2.1. **Phone Calling and Texting.** In addition, Customer hereby agrees that Customer's execution of the Agreement or use of the Services constitutes Customer's express written consent to receive automated and manually dialed calls, text messages and pre-recorded messages at the phone number(s) that Customer provides Cumberland Connect in connection with the Services. Consent to receiving autodialed calls, text messages, and/or pre-recorded messages from Cumberland Connect is not required to purchase products or Services from Cumberland Connect.
 - 8.2.2. **Changing Customer Contact Preferences.** Customer may exercise Customer's option to not receive any marketing communications from and/or automated or manually dialed calls, text messages and pre-recorded messages from Cumberland Connect by going to opt out link, or calling Cumberland Connect (800) 987-2362. Customer may also text STOP in response to any text message from Cumberland Connect to stop receiving text messages from Cumberland Connect.
- 8.3. **Jurisdiction.** The Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Tennessee, without regard to conflict of law provisions to the extent any suit is filed related to these Terms and Conditions or applicable Services Agreement, the federal and state courts located in Tennessee alone have jurisdiction over all disputes arising out of or related to these Terms and Conditions or applicable Services Agreement and the Services. Customer consents to the personal jurisdiction of the District Court sitting in Davidson County or the Circuit Court of Montgomery County, Tennessee with respect to such matters, and waives Customer's rights to removal.

- 8.4. **Entire of Agreement.** These Terms and Conditions, applicable Services Agreement, along with all tariffs applicable to the Services purchased by the Customer, represent the entire Agreement of the Parties with respect to Customer's use of Services and supersedes all other agreements, written or oral, between the Parties relating to the Services.
- 8.5. **Nonassignability.** Customer may not assign any rights or delegate any duties under the Agreement without the prior written consent of Cumberland Connect, and any attempted assignment or delegation without such consent will be void.
- 8.6. **Merger.** This Agreement and any amendment of the terms hereof, may be signed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.
- 8.7. **Enforceability.** If one or more provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired thereby.
- 8.8. **No Third Party Beneficiary; Disclaimer of Agency.** This Agreement is for the sole benefit of Cumberland Connect and Customer hereto, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing herein shall constitute either party as a legal representative or agent of the other Party, nor shall Cumberland Connect or Customer have the right or authority to assume, create, incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party, unless expressly permitted by such other Party in writing.
- 8.9. **Force Majeure.** Cumberland Connect will not be liable for delays, damages or failures in performance because of causes beyond its reasonable control, including, but not limited to, acts of a government in its sovereign capacity, acts of war, terrorism, disease, pestilence, acts of a public enemy, fires, earthquakes, acts of God, labor disputes, strikes, work slow-downs or other labor-related activity.
- 8.10. **Letter of Authorization.** The undersigned Customer hereby appoints as its agent for Cumberland Connect to act as its authorized agent for all matters pertaining to the number(s) populated in the appropriate fields. This agency includes disconnections of Services and other requests as deemed necessary by Cumberland Connect to implement the Services ordered from Cumberland Connect, including but not limited to: (1) securing information for activating, porting disconnecting, editing and transferring Services for Customer, (2) securing information for the purposes of resolving technical issues for Customer, (3) securing information for activating, removing, changing and editing Customer's directory listings.
- 8.11. **Captions; Sections; Terms in the Attachments.** Captions contained herein are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of any provision hereof. Use of the term "Section" shall include the entire subject Section and all its subsections where the context requires. All capitalized words in the Attachments shall have the same meaning as used in the Agreement document, unless otherwise indicated.

9. EMERGENCY SERVICES AND E911 DIALING; VOIP

- 9.1. **EMERGENCY SERVICES - 911 DIALING.** By activating and paying for the Services, you acknowledge and agree to the limitations of fiber 911 dialing service, and that you understand the distinctions between such service and traditional 911 or E911 calls. 911 service does not work if you fail to register or update the 911 service with your current location. 911 service will not work if there is an electrical or Internet service outage due to any cause. 911 service will not work if your service has been cancelled by you or terminated by Cumberland Connect. You agree to indemnify Cumberland Connect for any failure in the 911 service. You will have access to either basic 911 or Enhanced 911 (E911) Services. With E911 Services, when you dial 911, your telephone number and registered address may be sent to the local emergency center assigned to your location. Emergency operators may have access to the information they need to send help and call you back if necessary. We do not have control over emergency operators nor can we guarantee that a 911 call will be routed to the correct operator. Customers in locations where the emergency center is not equipped to receive their telephone number and address may have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your exact location, so you must be prepared to give them this information.

Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak. You authorize us to disclose your name and address to third parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers.

- 9.1.1. You agree to assume the obligation to inform any employees, guests and other third persons who may be present at the physical location where you utilize the Services and/or products we provide under this Agreement of the important differences in and limitations of your phone Services as compared with basic 911 or E911. The documentation that accompanies each telephone device will include a sticker concerning the potential non-availability of basic 911 or E911 (the "911 Sticker"). It is your responsibility, in accordance with the instructions that accompany each device, to place the 911 Sticker as near as possible to each phone that you use with the Services. If you did not receive a 911 Sticker with your telephone device, or you require additional 911 Stickers for phone devices we do not provide, please contact our customer care department at 405-217-6868 for additional 911 Stickers which we will provide for no additional cost.
- 9.1.2. Location of Services. This Services is provided at a specific permanent address and not available as a nomadic offering. Before you move the telephone device(s) to another location, you must notify us to determine if Services can be provided at your new permanent address. Services will only be provided at locations where E911 or basic 911 connectivity are available.
- 9.1.3. Confirmation of Activation Required. Your 911 Dialing feature will not be activated for any phone line that you are using with our Services, UNLESS AND UNTIL YOU RECEIVE AN EMAIL FROM US CONFIRMING THAT THE 911 DIALING FEATURE HAS BEEN ACTIVATED FOR THAT PHONE LINE.
- 9.1.4. In the event of a power failure, network backup power systems are in place. The device providing Services also provides limited battery backup. Excessive use during a power outage will result in shortened life of the internal battery. The device will provide indication of low battery voltage. You should notify us for instructions or replacement. Failure of network power backup systems or the telephone device's internal backup system during a power failure or disruption will prevent all Services, including 911 dialing from functioning.
- 9.1.5. Services outages, suspensions or disconnections of your broadband Services will prevent all Services, including 911 Dialing, from functioning. SUCH OUTAGES MAY OCCUR FOR A VARIETY OF REASONS, INCLUDING, BUT NOT LIMITED TO, THOSE REASONS DESCRIBED ELSEWHERE IN THIS AGREEMENT.
- 9.1.6. Services outages due to disconnection of your account will prevent all Services, including 911 Dialing, from functioning.
- 9.1.7. Other third-party transport providers may intentionally or inadvertently block the ports over which the Services is provided or otherwise impede the usage of the Services. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Services is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Services, including the 911 Dialing feature, may not function. You acknowledge that we are not responsible for the blocking of ports or any other impediment to your usage of the Services, and any loss of Services, including 911 Dialing, which may result. In the event you lose Services as a result of blocking of ports or any other impediment to your usage of the Services, you will continue to be responsible for payment of the Services charges unless and until you disconnect the Services in accordance with this Agreement.
- 9.1.8. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 dialing call made utilizing the Services as compared to traditional 911 dialing over traditional public telephone networks. Cumberland Connect does not have any control over whether, or the manner in which, calls using 911 dialing Services are answered or addressed by any local or national emergency response center. Our suppliers disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. Our suppliers rely on third parties to assist in routing 911 dialing calls to local emergency response centers and to a national emergency calling center. Cumberland Connect and our suppliers disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. NEITHER CUMBERLAND CONNECT, OUR SUPPLIERS, NOR OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS MAY BE HELD LIABLE FOR ANY

CLAIM, DAMAGE, OR LOSS, AND SUBSCRIBER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO 911 DIALING SERVICES. Subscriber shall defend, indemnify, and hold harmless Cumberland Connect and our suppliers, our officers, directors, employees, affiliates and agents and any other Services provider who furnishes Services to Subscriber in connection with the Services, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Services, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Services to be able to use 911 Dialing or access emergency Services personnel.

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

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

10. CORPORATE GOVERNANCE, POLICIES, PROCEDURES, AND BULLETINS

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

11. ADDITIONAL PROGRAMS AND OFFERINGS

11.1. **Program Specific Stipulations.** Cumberland Connect strives to offer programs and features that meet the needs of our customers. Details surrounding a specific program or additional feature are often unique in nature and may originate from Cumberland Connect or a third-party supplier of services. By using, requesting, receiving or paying for an additional programs or offerings presented in this section, you hereby agree to accept the program specific conditions detailed herein, as well as the general Terms and Conditions presented above.

11.1.1. **Peace of Mind Package.** The Peace of Mind Package is a set of features contained within the CCFiber SmartIQ app that provides the Customer with the ability to control their network with enhanced content restrictions, network usage data, and enhanced protection for devices connected to the network. In order to qualify for enrollment in the Peace of Mind Package, Customer's account must be in good standing and Customer must have a GigaSpire router. Customer agrees to pay an additional ten (10) dollars a month fee. Customer will receive up to six (6) free service visits per calendar year as determined by Cumberland Connect. If additional service visits are necessary customer may be invoiced for each service visit beyond the six (6) included visits.

In addition to the Disclaimer of Warranties and Limitation of Liability provisions contained in Section 6 above, Customer further acknowledges that Cumberland Connect utilizes third party resources to make determinations on how content is classified for security and parental control purposes and Connect and its suppliers do not warrant that the service will be error free, prevent all viruses, or other harmful components or inappropriate content.

11.2.1. **Referral Program.** The Referral Program offers the opportunity for Customers to earn credit by referring friends or family to sign up for an account with Cumberland Connect. As Customers of Cumberland Connect you are automatically enrolled in the Referral Program and can earn credits to reduce your monthly

bill. We reserve the right to terminate the Referral Program at any time for any reason. There is no cost associated with enrolling in or participating in the Referral Program.

The Referral Program is void where such referral programs are prohibited. Users who refer others to the program are "Referrers"; those who are referred are "Referred Customers." Referrers may be eligible to receive a one-time "Credit" for every qualified referral. Referrers must be legally able to participate, and must be 1) at least the age of majority where they reside, 2) have an existing, valid Cumberland Connect account, and 3) are otherwise in good standing.

Employees of Cumberland Electric Membership Corporation (CEMC) and Cumberland Connect, including immediate family and household members, are not eligible to participate in the Referral Program.

Each Customer of Cumberland Connect receives a referral code. In order to receive a referral credit the Referred Customer must input the Referrer's referral code when placing an order to create a new account. Referrers will receive a one-time credit of \$10.00 applied to their next Cumberland Connect monthly bill for each person that uses their referral code and creates a new Cumberland Connect account. Referral Credits are unlimited; therefore, a Referrer may have multiple credits applied to their account. Referred Customers will receive a one-time credit of \$10.00 applied to their first Cumberland Connect monthly bill for using a referral code upon creating a new Cumberland Connect account. All credits will be indicated as a line-item credit on the Customers' monthly bill.

Referral Credits are subject to verification. Cumberland Connect may withhold a credit if it reasonably believes additional verification is required. Cumberland Connect may also withhold or invalidate any potential referral credit it deems fraudulent or in violation of these Terms and Conditions. Cumberland Connect may withhold if Cumberland Connect in its sole discretion believes awarding a credit or verifying and approving a transaction will impose liability on Cumberland Connect, its subsidiaries, affiliates or any of their respective officers, directors, employees, representatives and agents.

Referral Credits are not transferable and cannot be applied to unreturned equipment fees. If a customer closes or has their Cumberland Connect account terminated, any remaining credits will not be reimbursed back to the subscriber. Referral Credits shall only be applied to reduce monthly subscription costs.

This institution is an equal opportunity provider and employer.

Signature required at time of Interior Installation

Fiber Installation Checklist

Initials

- 1. Subscriber is satisfied with Cumberland Connect Services
(A service call charge applies for relocating equipment after installation) _____
- 2. Subscriber understands how the Services work, passwords, etc. _____
- 3. Subscriber received Cumberland Connect Services welcome packet _____
- 4. Speed test was completed _____
- 5. Signal tests were completed in all areas of the home/business _____
- 6. Subscriber is satisfied with complete installation
(No visual damages to property, installation areas left clean) _____

If damages occurred, please specify:

Other Notes:

Customer Acceptance: _____

Contractor Signature: _____

Printed Name: _____

Printed Name: _____

Service Address: _____

Same form is used for Small Business Installations

Home Installation Agreement

This Home Installation Agreement ("Agreement") is entered into by and between Cumberland Connect and their customer identified in the signature block below ("Customer") on the date signed by Customer. Customer has ordered the communications services identified (the "Services") from Cumberland Connect, LLC ("Cumberland"). Customer acknowledges that the provision of the Services may require the installation of fiber or other equipment on or around the premises at which the Services are to be provided, and by signing below agrees to accept such installation by Cumberland's contractor Midwest Satellite, LLC DBA EnterSource ("Contractor") in accordance with this Agreement.

1. Terms and Conditions. Customer has received and reviewed a copy of Cumberland's Terms and Conditions applicable to the Services. By signing below, Customer accepts and agrees to the Terms and Conditions, and the Terms and Conditions are incorporated by reference herein. If customer is not an existing CMC member, a membership fee shall be required in order to receive services. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CUSTOMER ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTANDS THE LIMITATIONS ON ALL SERVICES WHILE USING THE SERVICES, AND AGREES TO ACCEPT THE SERVICES WITH SUCH LIMITATIONS.

2. Representations and Warranties of Customer. Customer represents & warrants to Cumberland and Contractor as follows:

(a) Customer (i) owns the Premises and the real property on which the Premises are located and has full right, title and authority to allow Contractor to conduct all necessary installation activities on the Premises and associated real property, including without limitation digging or excavating in or around the Premises, accessing conduits within the Premises, and placing fiber or other equipment in trenches, conduits, walls, etc.) or (ii) has a valid lease, license or other authority from the owner of the premises and the real property on which the Premises are located, and has full consent and authority from the owner of the premises to permit the installation services described herein.

(b) If applicable, Customer has obtained, and will provide to Contractor, all necessary permits or consents from utilities required for digging at or around the premises and has complied with any instructions provided by Contractor/Cumberland.

3. Installation Services.

(a) Contractor warrants that it is able to furnish the materials, supplies, services, equipment and labor required to perform its obligations under this Agreement; has sufficient experience and competence to do so, and warrants that such services shall be provided in a good, workmanlike, and professional manner. EXCEPT AS SET FORTH ABOVE, CONTRACTOR MAKES NO WARRANTIES, EXPRESS, OR IMPLIED, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) Contractor will complete the installation services as indicated on the attached checklist, and review the checklist with Customer upon completion. Customer will accept the completed installation by signing where indicated on the checklist.

4. Indemnification. Customer shall indemnify and hold Cumberland and Contractor harmless from and against all claims, losses, damages, obligations, and expenses incurred by Cumberland or Contractor result of a breach or violation of any of Customer's representations or warranties in this Agreement. Indemnification includes, but is not limited to, attorney's fees and costs.

5. Limitation of Liability; Release

(a) Customer acknowledges and agrees that Contractor is an independent contractor engaged by Cumberland, and Contractor's personnel are not agents or employees of Cumberland. Cumberland shall not be liable for, and Customer releases Cumberland from, any and all claims arising out of the acts or omissions of Contractor or its personnel under this Agreement.

(b) The parties understand and acknowledge that the installation activities contemplated in this Agreement require Contractor personnel to be on-site at the Premises. Neither party shall be liable for, and each party hereby releases the other from any and all claims arising from or related to, the infection of any person with a contagious illness (including without limitation, COVID-19) by any person providing or receiving installation services, or illness, injury or death resulting from any latent condition in the Premises, on the surrounding real property, or any equipment used in the installation or provision of the Services.

6. Force Majeure. Cumberland will not be liable for delays, damages, or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a government in its sovereign capacity, acts of war, terrorism, disease, pestilence, acts of a public enemy, fires, earthquakes, acts of God, labor disputes, strikes, or other labor-related activity.

Customer Signature: _____

Contractor Signature: Cumberland Connect/Jennifer Brown

Printed Name: _____

Printed Name: Jennifer Brown

Service Address: _____



Company Address 1940 Madison St.
Clarksville, TN 37043

Created Date 8/9/2022
Expiration Date 9/9/2022
Quote Number 00024728R
Contact Cheatham County Government
Phone (615) 792-7314
Office of Accounts and Budgets
Email jason@radiustn.com
kerry.mccarver@cheathamcountytn.gov

Prepared By Jennifer Brown
Phone (800) 987-2362 Ext 7715
Email jbrown@cumberlandconnect.org

Service Address 109 Sycamore St
Ashland City, TN 37015

This quote, prepared for and valid only between Cumberland Connect and "Contact Name". The following information shall supplement the proposed services and is valid for 30 days, and is only enforceable between the Parties upon execution of a Services Agreement for Commercial.

Product	Product Description	Sales Price	Quantity
Small Business 250	Internet	\$70.00	1.00
		Total MRC	\$70.00

Description

- Small Business Internet**
- 100% Fiber Optic Service
- Symmetric Download and Upload Speeds
- GigaSpire Router
- 24/7 Technical Support
- Local Customer Support
- Free Basic Installation
- No Small Business Contract
- Free Marketing Opportunities
- Referral Program

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

Title VI Compliance. Both parties to this Agreement acknowledge that they do not discriminate on the basis of race, color, national origin, income, gender, veteran status, disability, or any other protected class, in access to, or operations of its programs, services, activities, or in its hiring practices. Cumberland Connect is an equal opportunity provider and employer.

Confidential for Cumberland Connect and Member use only

RESOLUTION: 9

RESOLUTION TITLE: To Approve The UT Extension And Election Office Moving To The Adjacent Space In Sycamore Square

DATE: August 15, 2022

MOTION BY: Mr. Gary Binkley

SECONDED BY: Mr. Tim Williamson

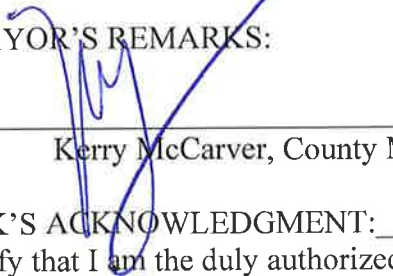
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of August 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the UT Extension and Election Office moving to the adjacent space next to Food Lion at Sycamore Square. Once UT Extension moves, E911 will move into UT Extension space.

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection

Witness, My official signature and seal of said county, this 19th day of August 2022.


Teresa Gupton, County Clerk



RESOLUTION: 10 (A)

RESOLUTION TITLE: To Authorize The Following Budget Amendments To The County General Fund

DATE: August 15, 2022

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of August 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments to the County General Fund:

NOTE: The following amendments are to move funds from a reserve for purchases in the 2022-2023 fiscal year

Ambulance/Emergency Medical Services

101-34730-05	Assigned for Public Health and Welfare	\$47,098.29	
101-55130-599-01	Other Charges		\$47,098.29

Transfer reserved funds from the State of Tennessee MCO (Managed Care Organization) Supplements Reserve to purchase new lockers for Station 3 and the newly hired D-shift employees (\$12,000.00). The remaining \$35,098.29 will be used to cover additional expenses for fiscal year 2022-2023.

Special Patrols/Jail

101-34725-02	Assigned for Public Safety	\$10,499.00	
101-54210-790	Other Equipment		\$10,499.00

Transfer funds from Litter Removal Grant reserve to purchase an enclosed trailer to store and haul equipment.

Sanitation Education/Information (Litter Patrol)

101-34725-02	Assigned for Public Safety	\$1,916.00	
101-55720-499	Other Supplies and Materials		\$1,916.00

Transfer funds from Litter Removal Grant reserve to

to purchase four chain saws for debris cleanup

Special Patrols/Jail

101-34525-01	Restricted for Public Safety	\$58,877.54	
101-54210-707	Building Improvements		\$58,877.54

Transfer all available reserved Jail / Workhouse Litigation

Tax funds to replace six worn out cell locks (\$5,457.00 each X 6 = \$32,850.00) and ten damaged steel ceiling panels the jail (\$47,500.00). The remaining funds needed (\$21,472.46) will be covered by the jail fund.

NOTE: Other amendments

South Cheatham Library

101-43360	Library Fees	\$494.00	
101-56500-432-002	Library Books/Media		\$494.00

Transfer Library Fees collected to Library Books/Media expenditure line

General Sessions Court/Juvenile Court

101-43393-PB II	Probation Fees	\$20,156.80	
101-53300-140	Salary Supplements		\$10,078.40
101-53500-140	Salary Supplements		\$10,078.40

Transfer funds from Probation Fees to cover payroll for cases turned over by Ashland City to the county. These two employees are currently on-call and paid by Ashland City for these cases, but effective October 1st (when the cases are turned over) the city will no longer employ them.

Accounting and Budgeting

101-52100-169	Part-Time Personnel	\$22,771.84	
101-52100-302	Advertising	\$7,000.00	
101-52100-349	Printing, Stationary, and Forms	\$2,000.00	
101-52100-355	Travel	\$1,000.00	
101-52100-524	In-Service	\$1,000.00	
101-52100-435	Office Supplies	\$646.28	
101-52100-162	Clerical Personnel		\$34,418.12

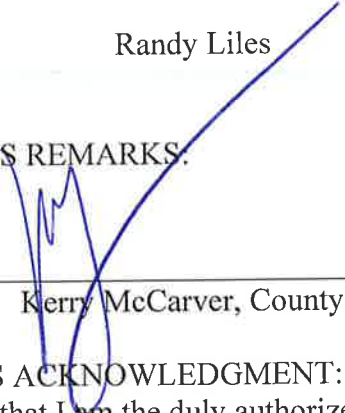
Transfer budgeted funds to hire a full-time clerk in lieu of part-time

Budget Vote (08/08/2022): 5 Yes 0 No 0 Absent
Funding Source: Various

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 19th day of August 2022.


Teresa Gupton, County Clerk



RESOLUTION: 10 (B)

RESOLUTION TITLE: To Authorize The Following Budget Amendments For Other Capital Projects - Vehicles

DATE: August 15, 2022

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of August 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Other Capital Projects – Vehicles Fund:

Other General Government Projects

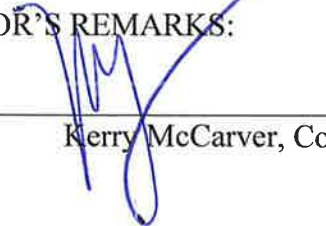
178-49700	Insurance Recovery	\$28,723.33	
178-91190-718-01	Motor Vehicles (Patrol Cars)		\$28,723.33
<i>Transfer Insurance Recovery proceeds from totaled patrol vehicles claim to purchase a replacement vehicle</i>			

Budget Vote (08/08/2022): 5 Yes 0 No 0 Absent
Funding Source: Insurance Recovery

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

CHEATHAM COUNTY MAYOR'S REMARKS:

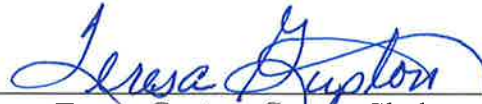


 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection

Witness, My official signature and seal of said county, this 19th day of August 2022.



Teresa Gupton, County Clerk



RESOLUTION: 10 (C)

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The Highway/Public Works

DATE: August 15, 2022

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of August 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Highway/Public Works Fund:

Highway Administration

131-61000-187	Overtime Pay	\$1,200.00	
131-61000-185	Educational Incentive – Other County Employees		\$1,200.00

*Transfer budgeted funds to correct the Highway budget.
This item was inadvertently entered into the wrong expenditure object code in the budget document.*

*Budget Vote (08/08/2022): 5 Yes 0 No 0 Absent
Funding Source: Budgeted Funds*

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

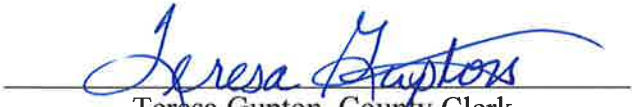
CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection

Witness, My official signature and seal of said county, this 19th day of August 2022.


Teresa Gupton, County Clerk



RESOLUTION: 10 (D)

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The General Purpose School Fund

DATE: August 15, 2022

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of August 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the General Purpose School Fund:

General Purpose School

141-46511	Basic Education Program	\$36,000.00	
141-39000	Unassigned		\$36,000.00
<i>Revision to FY22-23 Budget with final BEP total for the General Purpose School fund</i>			

Early Childhood Education

141-46515	Early Childhood Education	\$5,742.45	
141-73400-105	Supervisor/Directory	\$8,876.00	
141-73400-204	Pensions	\$6,815.00	
141-73400-207	Medical Insurance	\$13,916.00	
141-73400-208	Dental Insurance	\$176.00	
141-73400-422	Food Supplies	\$6,000.00	
141-73400-499	Other Supplies and Materials	\$1,000.00	
141-73400-524	In-Service/Staff Development	\$425.00	
141-73400-116	Teachers		\$11,145.00
141-73400-163	Educational Assistants		\$11,650.00
141-73400-201	Social Security		\$863.00
141-73400-212	Employer Medicare		\$202.00
141-73400-217	Retirement – Hybrid Stabilization		\$5,997.00
141-73400-299	Other Fringe Benefits		\$25.00
141-73400-399	Other Contracted Services		\$2,500.00
141-73400-429	Instructional Supplies and Materials		\$2,500.00
141-99100-504	Indirect Cost		\$8,068.45
<i>Revision to FY22-23 Budget with final BEP total for the General Purpose School fund</i>			

Other Student Support

141-47990	Other Direct Federal Revenue	\$48,592.00
141-72130-499	Other Supplies and Materials	\$5,935.00
141-72130-599	Other Charges	\$3,830.00
141-72130-524	In-Service/Staff Development	\$7,687.00
141-72130-790	Other Equipment	\$2,340.00
141-72130-399	Other Contracted Services	\$28,000.00

Transfer From to School Grant to expenditure lines

Board of Education Vote (08/02/2022): 5 Yes 0 No 1 Absent

Budget Vote (08/08/2022): 5 Yes 0 No 0 Absent

Funding Source: Basic Education Program / Grant Funding

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 19th day of August 2022.

Teresa Gupton, County Clerk

RESOLUTION: 10 (E)

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The Extended School Program - Daycare

DATE: August 15, 2022

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of August 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Extended School Program Fund:

Community Services (73300)

146-46990	Other State Revenues	\$588,043.85	
146-73300-188	Bonus Payments		\$120,000.00
146-73300-201	Social Security		\$7,440.00
146-73300-204	Pensions		\$4,680.00
146-73300-212	Employee Medicare		\$1,740.00
146-73300-499	Other Supplies and Materials		\$300,000.00
146-73300-790	Other Equipment		\$154,183.85

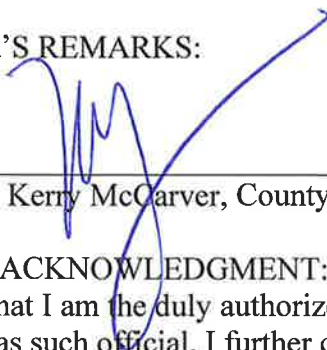
*Transfer American Rescue Plan Act Stabilization
Grant for Childcare Providers to expenditure lines*

*Board of Education Vote (07/07/2022): 4 Yes 0 No 2 Absent
Budget Vote (08/08/2022): 5 Yes 0 No 0 Absent
Funding Source: American Rescue Plan Act Stabilization Grant for Childcare Providers*

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 19th day of August 2022.

Teresa Gupton, County Clerk

RESOLUTION: 10 (F)

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The Veterans' Services Office Position

DATE: August 15, 2022

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of August 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Veteran's Service Office Position:

The VSO Committee and VSO Director Lloyd Sharp are requesting to change the current part-time position to a full-time position. New employees will start \$1.37 per hour less than level 0 starting pay and will be employed under a 12-month probation period until the employee earns their VSO state accreditation. Once accredited, their pay will increase to the full level 0 starting pay. If a new employee is already accredited when hired, they would start at the full level 0 starting pay. This state accreditation is a requirement for the employee to use the state system when providing service to veterans. If approved, this would require a policy to be established outlining this benefit to be provided to the Human Resource Office and Accounting Office and will apply to both full-time VSO officer positions. This would be an approximate cost of \$42,589.17 for FY22-23 (\$28,814.06 + benefits of \$13,775.11). There is currently \$68,480.24 available in the VSO Reserve (from unused funds accumulated over the years). This would become effective upon approval by the Cheatham County Legislative Body. The difference needed to fund this full-time position shall continue to be funded from available VSO Reserve Funds.

Motion to approve a budget amendment of \$22,589.17 from the VSO Reserve and \$20,000.00 from budgeted funds in the Part-Time line to change the current Part-Time position to Full-Time position.

Veterans' Services

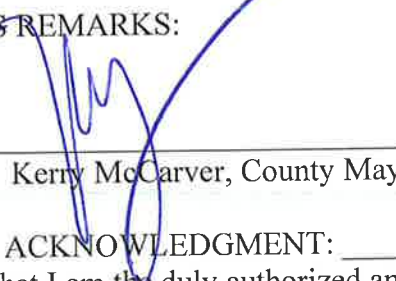
101-43645-01	Committed for Other Operations	\$22,589.17	
101-58300-169	Part-Time Personnel	\$20,000.00	
101-58300-121	Data Processing Personnel		\$28,814.06
101-58600-201	Social Security		\$2,204.27
101-58600-204	Pensions		\$1,728.84
101-58600-207	Medical Insurance		\$9,842.00

VSO Committee Vote (08/05/2022): 3 Yes 0 No 0 Absent
Budget Vote (08/08/2022): 5 Yes 0 No 0 Absent
Funding Source: VSO Reserve and Unused Budgeted Funds

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 19th day of August 2022.



Teresa Gupton, County Clerk



RESOLUTION: 11

RESOLUTION TITLE: To Approve The Resolution Accepting School Board Member Resignation Declaring A Vacancy

DATE: August 15, 2022

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Tim Williamson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of August 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee,

Whereas John Patrick has been elected to the Cheatham County School Board as the District 1 representative effective September 1, 2022; and

Whereas Mr. Patrick currently serves as the District 2 representative and has submitted his resignation as the District 2 representative effective August 31, 2022; and

Whereas Mr. Patrick's resignation as the District 2 representative will create a vacancy in such district; and

Whereas Tennessee Code Annotated (§) 5-5-104(c) provides that the county legislative body may provide by resolution certified to the county legislative commission that in an election to fill such vacancy that persons qualifying as candidates be elected from districts designated in the most recently adopted reapportionment plan in the county; and

Whereas the Cheatham County Legislative Body desires that the vacancy in Cheatham County School Board District 2 be filled using District 2 as established in the most recent reapportionment plan adopted in Cheatham County.

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this 15th day of August 2022 in the General Sessions Court Room of Cheatham County Tennessee as follows:

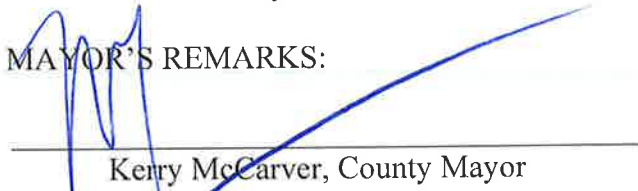
1. The resignation of John Patrick as the Cheatham County School Board District 2 representative is effective August 31, 2022 is accepted and the Cheatham County Legislative Body declares a vacancy in such office as of September 1, 2022.
2. Persons qualifying as candidates to fill the vacancy in Cheatham County School Board District shall be elected from District 2 as designated in the most recently adopted reapportionment plan for Cheatham County.
3. The Cheatham County Election Commission is directed to use Cheatham County School Board District 2 as designated in the most recently adopted reapportionment plan for Cheatham County to fill the vacancy by election on the November 8, 2022 ballot.

4. The County Clerk is directed to certify this Resolution to the Cheatham County Election Commission.
5. This Resolution shall go into effect upon adoption, the public welfare requiring it.

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

CHEATHAM COUNTY MAYOR'S REMARKS:

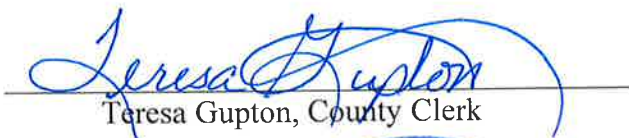


 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 19th day of August 2022.



 Teresa Gupton, County Clerk



**CHEATHAM COUNTY CLERK
TERESA GUPTON**

264 South Main Street
Suite 108
Ashland City, TN 37015
Phone (615) 792-5179
Fax (615) 792-2094

Resolution 11 stating that the School Board Member Vacancy for District 2 Representative has been hand delivered to the Election Commission on 08/18/2022.


Election Commission

RESOLUTION: 12

RESOLUTION TITLE: To Approve The Resolution Regarding Tie Vote For Constable District 5

DATE: August 15, 2022

MOTION BY: Mr. Eugene O. Evans Sr.

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of August 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee,

Whereas the vote tally for Constable District 5 has resulted in a tie vote with Thomas (T.J.) Collier and Jack Terlinden each receiving fifteen (15) votes; and

Whereas Tennessee Code Annotated § 2-8-111 provides in the event of such tie vote, the county legislative body may cast the deciding vote for the office or, in the alternative, may call for a run-off election between the candidates; and

Whereas Jack Terlinden has informed the Cheatham County Legislative Body that he wishes to withdraw from the election.

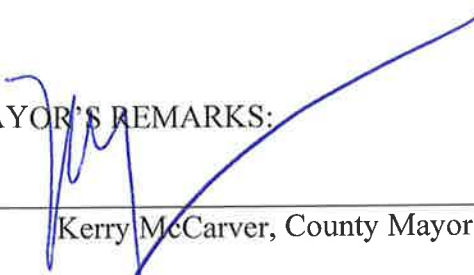
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this 15 day of August 2022 in the General Sessions Court Room of Cheatham County Tennessee as follows:

1. The Cheatham County Legislative Body hereby cast the deciding vote in Constable District 5 for Thomas (T.J.) Collier.
2. This Resolution shall go into effect upon adoption, the public welfare requiring it.

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 19th day of August 2022.



Teresa Gupton, County Clerk



RESOLUTION: 13
RESOLUTION TITLE: To Approve The Cheatham County 2021 Five Year Fire Plan
DATE: August 15, 2022
MOTION BY: Ms. Diana Lovell
SECONDED BY: Mr. Eugene O. Evans Sr.

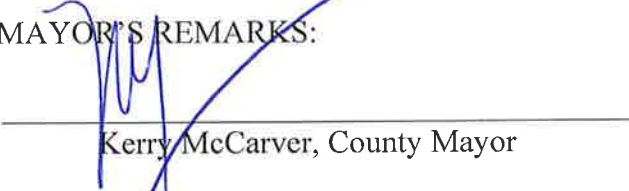
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of August 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Cheatham County 2021 Fiver Year Fire Plan. Money to be requested as money becomes available. The approximate cost is \$580,000.00. A copy of the fire plan is attached.

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Absent

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 19th day of August 2022.




Teresa Gupton, County Clerk

August 5, 2022

Cheatham County 2021 Fire Plan


Capital Improvements:

1. Replacement of Engine at Two Rivers--\$120,000.00
2. Replacement of Tanker at Two Rivers--\$320,000.00
3. Replacement of Self-Contained Breathing Apparatus (Air Packs)--\$100,000.00
4. Replacement of Fire Hose--\$40,000.00

Total: \$580,000.00

Thank you for your continued support of this fire plan.

Respectfully Submitted By:


Edwin Hogan

Cheatham County Fire Chief

RESOLUTION: 14
RESOLUTION TITLE: To Approve The Inventory List For The Highway Department
DATE: August 15, 2022
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. Gary Binkley

COMPLETED RESOLUTION:


BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of August 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the inventory list for Cheatham County Highway Department.

A copy of the Inventory List is attached.

RECORD: Approved by voice vote 1 Absent

David Anderson	Donnie Jordan	
Gary Binkley	Walter Weakley	
Ann Jarreau	Diana Pike Lovell	
Tim Williamson	Eugene O. Evans, Sr.	
Chris Gilmore	Ed Greer	
Connie Mayo	Randy Liles	Absent

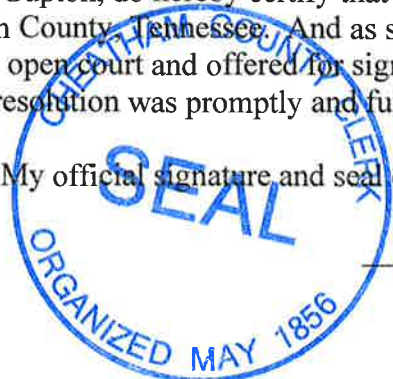
CHEATHAM COUNTY MAYOR'S REMARKS:

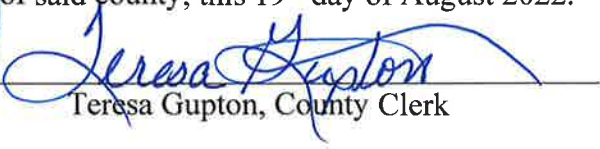

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 19th day of August 2022.




Teresa Gupton, County Clerk

CHEATHAM COUNTY HIGHWAY DEPARTMENT INVENTORY LIST

2022-2023

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>S/N</u>	<u>YEAR</u>	<u>BUY DATE</u>	<u>PRICE</u>	<u>VENDOR</u>
1	KONICA MINOLTA C-258 PRINTER COPIER	17008747	2018	6/29/18	\$4,581	BBE
2	EAGER BEAVER TRAILER ASSET #006305	1125AZ44511055537	2001	3/3/21	\$30,600	CLASSIC TRUCK & EQUIP SALES
3	HUSQVARNA 525L TRIMMER	163500047	2016	9/8/16	\$240	TERRY'S SMALL ENGINES
4	CHEVROLET P/U EXT CAB ASSET #006242	1GCEK19Z85Z238415	2005	2/2/05	\$24,670	WALKER CHEVROLET OLDS INC
5	CHEVROLET P/U EXT CAB ASSET #006136	1GBHC23U02F244627	2002	7/26/07	\$14,000	ST OF TN DEPT GEN SERVICES
6	STIHL MS 170 16" BAR & CHAIN	516750402	2018	11/14/18	\$180	CHILTON TURF CENTER
7	GMC P/U ASSET #006114	1GTEK14TXXE526496	1999	4/26/99	\$22,875	NEILL SANDLER
8	STIHL MS 170 16" BAR & CHAIN	528464863	2021	5/12/21	\$152	CHILTON TURF CENTER
9	FORD F-250	1FDNW21P74ED45588	2004	8/23/18	\$9,000	ST OF TN DEPT GEN SERVICES
10	GMC SIERRA P/U ASSET #006138	1GTEC14KXNZ542479	1992	6/30/92	\$14,074	NEILL SANDLER
11	ATHEY 7-12 FORCE FEED LOADER	740-242	1999	4/6/22	\$37,750	PORTER EQUIPMENT COMPANY
12	CHEVROLET P/U EXT CAB 4X4 ASSET #006241	1GCEK19029Z22888	2009	4/28/09	\$26,865	ALEXANDER FLEET SALES
13	CHEVROLET 4WD P/U	1GGGD34J6FF400612	1984	11/10/10	\$0	SOLID WASTE
14	FORD F-350	1FDWF36P15ED07715	2005	3/31/10	\$0	EMS

15	STIHL MS 211 18" BAR & CHAIN	528006892	2021	5/12/21	\$240	CHILTON TURF CENTER
16	STIHL MS 211 18" BAR & CHAIN	528006924	2021	5/12/21	\$240	CHILTON TURF CENTER
17	STERLING L8500 CONVENTIONAL CAB	2FWBAVDC45AU34263	2005	1/15/19	\$4,500	CUB COUNTRY MOTORS
18	FORD F-350 FLATBED TRUCK	1FDWWW37Y16EA99540	2006	5/10/19	\$9,000	ST OF TN DEPT GEN SERVICES
19	STIHL MS 271 20" BAR & CHAIN	528554816	2021	5/18/21	\$336	CHILTON TURF CENTER
20	LINKBELT 210X3 EXCAVATOR ASSET #006301	EHDK5-9562	2014	6/14/19	\$99,000	PARMAN TRACTOR & EQUIPMENT
21	GRADER 120G ASSET #006137	87V07762	1985	10/17/85	\$59,498	THOMPSON GREEN
22	BLAW-KNOX PAVER ASSET #006101	10336-701	2008	4/17/08	\$253,259	POWER EQUIPMENT
23	HYPAC C766B VIBRATORY ROLLER	B209C2107U	1997	6/20/22	\$9,292	MASON EQUIPMENT SALES
24	FORD F-150 4X4	1FTRF14V37KC61204	2007	10/3/19	\$6,500	ST OF TN DEPT GEN SERVICES
25	FORD F2S 4C ASSET #006012	1FTYX2B60DEB47354	2013	10/30/19	\$12,000	ST OF TN DEPT GEN SERVICES
26	STIHL MS 271 20" BAR & CHAIN	523019797	2020	5/11/20	\$320	CHILTON TURF CENTER
27	GREAT DANE TRAILER	1GRAA9026GB038702	1986	3/26/01	\$4,000	F&S TRAILER SALES
27A	PHELAN TRAILER (LOWBOY)	WT25K7490		7/11/78	\$7,000	THOMPSON GREEN
28	CAT GRADER 140G ASSET #006139	72V2202		6/7/78	\$62,000	THOMPSON GREEN
29						
30	STIHL MS 271 20" BAR & CHAIN	528554821	2021	5/25/21	\$336	CHILTON TURF CENTER

31	STIHL MS 271 20" BAR & CHAIN	523019789	2020	5/11/20	\$320	CHILTON TURF CENTER
32	REX ROLLER ASSET #006121	10GB174	1987	7/2/87	\$52,049	H.H. HOOPER MACHINERY
33	INGERSOLL RAND AIR COMPRESSOR #2545	1040656	2010	10/22/10	\$2,762	FLEETPRIDE
33A	COMPRESSOR	WB2545BARE	2014	10/6/14	\$2,374	TRUCKPRO
34	STIHL MS 271 20" BAR & CHAIN	523019793	2020	5/13/20	\$320	CHILTON TURF CENTER
35	CLARK LOADER 55C ASSET #006124	480B274CB	1984	8/24/84	\$61,024	DAVIDSON EQUIPMENT
36	NEW HOLLAND TS100A ASSET #006133	ACP274153	2005	4/12/05	\$50,737	CMI
36A	ALAMO MOWER	ACP247150			SEE 36	
37	FORD CVP 4D	2FAHP71W46X117512	2006	7/15/11	\$1,200	EMS
38	NEW HOLLAND TS100A ASSET #006134	ACP247153	2005	4/13/05	\$50,737	CMI
38A	ALAMO MOWER				SEE 38	
39	CATERPILLAR FRONT END LOADER ASSET #006129	21Z02395	1989	5/1/09	\$0	LANDFILL
40	NEW HOLLAND BACKHOE LB75 ASSET #006199	31028279	2001	7/9/01	\$53,450	NASHVILLE TRACTOR
41	ATHEY LOADER 7-12D ASSET #006113	703462	1983	4/21/83	\$72,719	H.H. HOOPER MACHINERY
42	STIHL CHAIN SAW 271 20"	530610598	2021	12/13/21	\$352	CHILTON TURF CENTER
43	BUYERS SALTDOGG TG507	370	2010	11/3/10	\$2,299	CMI
44	INGERSOLL RAND AIR COMPRESSOR	CBV127249	2011	7/19/11	\$2,100	NORTHERN TOOL & EQUIPMENT

45	MACK DUMP CV713 ASSET #006122	1M2AG12CO3M004278	2003	7/2/02	\$79,995	MACK OF NASHVILLE
46	MACK DUMP Asset #006103	1M2P26CKVM031398	2000	2/1/00	\$78,950	CENTRAL TN MACK
47	MACK DUMP ASSET #006123	1M2P264C3VM023428	1997	8/5/96	\$74,720	CENTRAL TN MACK
48	MACK DUMP ASSET #006115	1M2P264C5TM021757	1996	5/3/96	\$75,136	NEELY COBLE CO
49	MACK DUMP ASSET #006112	1M2P264CRM016258	1994	4/19/94	\$68,873	NEELY COBLE CO
50	TOW MOTOR 550XL	C187V120555		12/6/10	\$4,500	GENERAL INDUSTRIAL
51	GIMCO COMPACTION CRUSHER	CC169CC60A	1979	6/21/79	\$4,500	H.H. HOOPER MACHINERY
52	NEW HOLLAND TRACTOR ASSET #006104	198793B	2003	2/3/03	\$61,730	CMI
52A	ALAMO MOWER DECK	BA50-01648	2006	3/21/06	\$6,950	CMI
53	NEW HOLLAND TRACTOR ASSET #006105	2M178	2003	4/1/03	\$45,900	NASHVILLE TRACTOR
53A	DIAMOND MOWER	1573	2003	4/1/03		SEE 53
54	NEW HOLLAND TRACTOR ASSET #006106	196420B	2003	4/1/03	\$45,900	NASHVILLE TRACTOR
54A	DIAMOND MOWER	1572	2003	4/1/03		SEE 54
55	NEW HOLLAND TRACTOR/BOOM ASSET #006102	Z8BD03700	2008	4/17/08	\$67,232	CMI
56	FORD F-350 XLT 1 TON	1FDWF36F83EA01079	2002	10/1/11	\$0	EMS
57	OLATHE CHIPPER	986655				
58	STIHL CHAIN SAW 271 20"	530610587	2021	12/13/21	\$352	CHILTON TURF CENTER

59	PRESSURE WASHER 4405XD4-4GPM	305652	2022	1/24/22	\$4,999	KS SUPPLY PRESSURE WASHER
60	NEW HOLLAND BACKHOE ASSET #006200	31996635 MODEL 555E	1998	5/5/98	\$53,470	NASHVILLE FORD
61	OLATHE CHIPPER	986656				
62	FORD 350 AMBULANCE	1FDWF36F02EA68757	2002	7/15/11	\$0	EMS
63	CHEV GD3 PK	1GCGD34J4HF300415	1986	4/15/11	\$0	BOE
64	TERRAIN KING ROTARY DITCHER 39483			3/30/82	\$4,195	NASHVILLE FORD
65	BROCE BROOM RJ-350 ASSET #006120	88901	1998	6/30/98	\$21,981	A.E. FINLEY & ASSOCIATES
66	HT 131 PRUNING SAW	526629394	2021	7/20/21	\$560	CHILTON TURF CENTER
67	MILLER BOBCAT WELDER 225G	KF780394		5/24/95	\$2,349	BOC GASES
68	BUYERS SALTDogg SHPE 2000	4135	2010	10/12/10	\$4,950	CMI
69	BG 86 HAND HELD BLOWER	526388526	2021	7/22/21	\$200	CHILTON TURF CENTER
70	INGERSOL RAND AIR COMPRESSOR (ON 66)	30T MODEL 2420E116		5/24/95	\$1,550	TRUCKERS LIGHTHOUSE
71	MAULDINE ROLLER MODEL 1450	14-9503-119		4/18/95	\$7,494	INGERSOLL RAND
72	INTERNATIONAL DUMP ASSET #006135	1HTWAAANOSJ183105	2005	3/1/05	\$52,500	KILE INTERNATIONAL
73	INTERNATIONAL DUMP ASSET #006109	1HTLDTVN7HH494462	1987	4/2/87	\$32,166	KILE INTERNATIONAL
74	INTERNATIONAL DUMP ASSET #006110	1HTLDTVN9HH494463	1987	4/2/87	\$32,166	KILE INTERNATIONAL
74A	BETTER BUILT TRAILER ASSET #006128	4MNDP262X21002186	2002	9/20/02	\$14,870	NASHVILLE TRACTOR

75	INTERNATIONAL DUMP ASSET #006111	1HTLDTVDHH494464	1987	4/2/87	\$32,166	KILE INTERNATIONAL
76						
77	ROCK DRILL (IN 90)	6283V085	1988	2/19/88	\$825	PETERSON MACHINERY
78	PAVEMENT BREAKER (IN 90)	6035K119	1988	2/19/88	\$625	PETERSON MACHINERY
79	INTERNATIONAL NAVISTAR 7100	1HSHANHN2MH311926	1991	5/16/12	\$3,500	ABERNATHY TRUCK SALVAGE INC
80	CASE BACKHOE 580 SN 4X4 ASSET #006243	NDC586273	2013	11/22/13	\$83,625	DIAMOND EQUIPMENT
81						
82						
83	FORD F250 SUPER DUTY 4X4	1FTNF21538ED69296	2008	9/26/16	\$8,700	ST OF TN DEPT GEN SERVICES
84	ENERGYLOGIC OIL BURNER	103412	2010	10/28/10	\$5,800	CLEARVIEW
85	FLAT TRAILER 2 AXLE (SPARE)	1W9F252T2K1012187	1989	4/18/89	\$5,150	WIL-RO, INC
86	CP AIRGUN 10145A		2010	7/15/10	\$498	TIMMONS TECH SUPPLY
87	FORD F450 DUMP TRUCK	1FDXW46P13ED27843	2003	5/20/20	\$8,000	ST OF TN DEPT GEN SERVICES
87A	ALAMO BOOM MOWER TERRAIN KING			3/21/95	SEE 87	
88	FORD F35	1FDWF37P34ED28966	2004	6/18/20	\$7,000	ST OF TN DEPT GEN SERVICES
89	LINCOLN ELECTRIC WELDER TM 300/300	OP3CE33			\$0	CENTRAL MAINTENANCE
90	LEROI AIR COMPRESSOR 150					PETERSON MACHINERY

91									
92	SOLAR BATTERY CHARGER	325-200	2000	7/31/00	\$295	TN BATTERY SALES			
93	PICKUP CRANE	300015	2010	1/19/10	\$170	NORTHERN TOOL & EQUIPMENT			
94	GUARDIAN POWER DRILL PRESS 26354B				\$0	CENTRAL MAINTENANCE			
95	TERRAIN KING VERSA DITCHER HEAD (ON 36)	44874		2/16/11	\$7,450	CMI			
96									
97									
98	TAKEUCHI TL10V2-CRH VERT TRACK LOADER ASSET #006003	410003925	2019	6/30/20	\$60,585	PARMAN TRACTOR & EQUIPMENT			
99	48" EVAP. COOLER AC	062P3M2F1476		6/14/12	\$2,999	O'REILLY AUTO PARTS			
100	SHOP ANVIL				\$0	CENTRAL MAINTENANCE			
101	HYSTER 15 TON DROP DECK TRAILER	0		9/20/12	\$2,450	L&L EQUIPMENT SALES, LLC			
102	WHEEL DOLLY								
103	TIRE CAGE 6200								
104	LARGO WASHER	64 W/ASD		6/5/06	\$3,995	INDUSTRIAL SUPPLY			
105									
106	BUYERS SALTDOGG SPREADER	SN 3337	2009	11/23/09	\$4,995	CMI			
107									

108	SCOTSMAN PRODIGY ICE MAKER B330P	10021320012875	2010	7/8/10	\$2,796	CCSE
109	GMC DUMP ASSET #006116	1GDP7H1J2LJ608256	1990	6/1/90	\$34,261	NACARATO
110	GMC DUMP ASSET #006117	1GDP7H1J1LJ608104	1990	6/1/90	\$34,261	NACARATO
111	GMC DUMP ASSET #006118	1GDP7H1J6LJ608082	1990	6/1/90	\$34,261	NACARATO
112	BAND SAW	SD60-414459		7/13/12	\$600	GENERAL INDUSTRIAL SUPPLY
113	TOPSIDE CREEPER		2012	6/13/12	\$295	O'REILLY AUTO PARTS
114	AIR LIFT JACK NARCO	10 TON		10/3/90	\$1,882	TRUCKERS LIGHTHOUSE
115	TIRE DEMOUNTER	20408	2012	6/14/12	\$640	TIMMONS TECH SUPPLY
116	BLAW-KNOX PAVER PF115 ASSET #006130	11514-02	1991	4/1/91	\$103,000	DAVIDSON EQUIPMENT
117	1" SQUARE DRIVE IMPACT WRENCH AIR GUN	10060K	2010	7/15/10	\$498	TIMMONS TECH SUPPLY
118	BUYERS SALTDOGG TGS07 SPREADER	3154	2012	1/17/12	\$2,499	CMI
119	BUYERS SALTDOGG SHPE2000 2YD SPREADER	7690	2012	1/11/12	\$4,950	CMI
120	PALADIN COLD PLANER 24" ASSET #006004	114438	2020	6/30/20	\$19,828	PARMAN TRACTOR & EQUIPMENT
121	MACK RW6 LOW BOY ASSET #006119	1M2AY04Y3JM003686	1988	6/2/92	\$30,000	NACARATO
122	TAGALONG TRAILER MODEL PH2522DT	1B9D2522R1118621	1994	8/10/94	\$7,400	HIGHERS PAVING
123	FIMCO 55 GAL SKID SPRAYER	SK-50-R 294		6/28/94	\$500	TSC
124	ALAMO DITCHER HEAD	VDIT 04467	2005	12/19/05	\$8,495	CMI

125	JACK 48" LARIN (SIGN TRUCK)				10/14/04	\$27	TSC
126							
127	STIHL CHAINSAW 14"	2512225059			10/4/01	\$160	ROCK CITY MACHINE
128	AC DELCO INSPECTION CAMERA	11092923		2012	6/14/12	\$199	FLEETPRIDE
129							
130	GMC 2500	1GTGK24R8WZ533621		1998	7/12/17	\$2,800	ST OF TN DEPT GEN SERVICES
131	STIHL CHAIN SAW 021 16"	254989620		2002	12/5/02	\$192	ROCK CITY MACHINE
132	STIHL CHAIN SAW 029 18"	255931729		2002	12/5/02	\$256	ROCK CITY MACHINE
133	CIA SERVICE JACK 10 TON	MODEL 2210		2003	9/8/03	\$650	TRUCKER'S LIGHTHOUSE
134	VERMEER BRUSH CHIPPER 1250BC ASSET #006107	1VRC1413R01004275			2/28/94	\$19,850	VERMEER OF TN
135	INGERSOLL RAND ROLLER DD65 ASSET #006108	615EDD655551SLD		1993	3/29/94	\$52,975	INGERSOLL RAND
136	HUSQVARNA 125B HAND HELD BLOWER	2012-5100501		2013	10/28/13	\$128	TERRY'S SMALL ENGINES
137							
138	GENERAC GENERATOR EP4600	1350284			3/8/94	\$548	LOWE'S
139	GENERAC GENERATOR EP4600	1350285			3/8/94	\$548	LOWE'S
140							
141	STIHL CHAINSAW 18" & 24"	167206784		2008	2/19/08	\$622	CHILTON TURF CENTER

142	STIHL CHAINSAW 18" MODEL 112702100800	2-31356141		5/24/95	\$272	TN HARDWARE	
143	STIHL CHAINSAW 18" MODEL 112702100800	2-31356121		5/24/95	\$272	TN HARDWARE	
144	SCAN TOOL			2012	6/13/12	\$330	O'REILLY AUTO PARTS
145	FREIGHTLINER M2106 ASSET #006250	1FVACYFE3JHJS4252		2018	8/15/17	\$94,110	NEELY COBLE CO
146	ALAMO VERSA DITCHER	3335		1997	1/31/97	\$5,971	CMI
147	VIKING TRANSMISSION JACK MODEL 3180			1996	9/12/96	\$1,295	ALVINS AUTO EQUIPMENT
148	CATERPILLAR BACKHOE LOADER 420F2 ASSET #006249	HWCC02351		2017	11/29/17	\$103,631	THOMPSON MACHINERY
149	HUSQVARNA 327p4 94.5" POLE SAW	123700109		2012	11/3/12	\$394	TERRY'S SMALL ENGINES
150	MP5R2 MECHANICS LADDER	NSTN3059		2012	10/15/12	\$467	FASTENAL
151	BATTERY CHARGER WHEELED	SE4020		2012	12/17/12	\$110	ADVANCE AUTO PARTS
152	BUYERS SALTDOGG SALT SPREADER	3338		2009	12/9/09	\$4,995	CMI
153	TOOL BOX KIT	80010222		2012	9/27/12	\$400	ADVANCE AUTO PARTS
154	CNT WINCH SB 1 CL 85	116440		2000	9/25/00	\$584	NORTHERN TOOL & EQUIPMENT
155	BRUSH GRAPPLE LONG 84"	113840022		2020	6/30/20	\$4,179	PARMAN TRACTOR & EQUIPMENT
156							
157	STIHL CHAINSAW 16"	265923310		2005	9/7/05	\$199	ROCK CITY MACHINE
158	STIHL CHAINSAW 14"	265848680		2005	9/7/05	\$128	ROCK CITY MACHINE

159									
160	GMC 2KH 4D ASSET #006131	1GTHK29U56E249677	2006	5/3/06	\$21,560	NEILL SANDLER			
161	GMC 2KH 4D ASSET #006132	1GTHK29U76E250412	2006	5/3/06	\$21,560	NEILL SANDLER			
161A	BUYERS MODEL SALT SPREADER	SHPE2000/1069	2006	11/22/06	\$4,850	CMI			
162									
163	STIHL CHAIN SAW	268981954	2006	10/4/06	\$199	ROCK CITY MACHINE			
164	FLOOR JACK 3.5 TON	899-6420 F0505001966	2006	11/14/06	\$209	AC AUTO PARTS			
165A	PUMP BLASTER	EA16BA07	2013	1/15/13	\$294	SURPLUS CENTER			
165B	PUMP BLASTER POWERHORSE MOTOR		2012	10/10/12	\$215	NORTHERN TOOL & EQUIPMENT			
166									
167	POLAR CRAFT JONBOAT	18816		8/22/13	\$100	ST OF TN DEPT GEN SERVICES			
168	RECOVERY UNIT MODEL 25175B	512307	2013	10/9/13	\$837	O'REILLY AUTO PARTS			
169	WELDER MIG HANDLER 140	MD310528Y	2014	2/26/14	\$490	RURAL KING			
170	BOBCAT 873 SKID STEER	514124812	1999	4/3/14	\$7,000	ST OF TN DEPT GEN SERVICES			
171	BACKHOE TRAILER	1T9FE182XYB503034	2000	5/12/14	\$1,500	RICHARD SPAFFORD			
172									
173	FORD F-250 EXT CAB UTILITY SIGN TRUCK	1FDSX20546EB017460	2006	8/19/14	\$8,000	ST OF TN DEPT GEN SERVICES			

174	ALAMO DITCHER		BDM-04404			1/28/15	\$3,500	CMI
179	ETNYRE CENTENNIAL DISTRIBUTOR ASSET #006244		3ALAG0CY1FDGA7626	2015	8/4/14	\$176,650	POWER EQUIPMENT	
180	CLUTCH JACK		WBOTC5018A	2014	9/11/14	\$715	TRUCKPRO	
181	TIRE WHEEL DOLLY		INT3591	2014	9/11/14	\$125	TRUCKPRO	
182	HUSQVARNA 435 SAW 16"		20134500165	2014	9/17/14	\$200	TERRY'S SMALL ENGINES	
183								
184	BLACK FORD F-250		1FTNX20508EEF59827	2008	9/1/15	\$4,000	ST OF TN DEPT GEN SERVICES	
185	WHITE FORD F-250		1FTSW20548ED50860	2008	9/1/15	\$6,500	ST OF TN DEPT GEN SERVICES	
186	HUSQVARNA 435 SAW 16"		20134501127	2015	2/13/15	\$200	TERRY'S SMALL ENGINES	
187	HUSQVARNA CART W/WATER TANK		20130500020	2013	5/24/13	\$675	TERRY'S SMALL ENGINES	
188	HUSQVARNA CONCRETE SAW 16" BLADE		20114600007	2013	5/14/13	\$1,487	TERRY'S SMALL ENGINES	
189	HUSQVARNA 435 SAW 18"		20132401389	2014	3/24/14	\$230	TERRY'S SMALL ENGINES	
190	HUSQVARNA 240 SAW 16"		20161100679	2016	4/11/16	\$144	TERRY'S SMALL ENGINES	
191	HUSQVARNA 240 SAW 16"		20161100742	2016	4/11/16	\$144	TERRY'S SMALL ENGINES	
192	BUYERS SNOWDOGG HD75 PLOW		19817	2017	12/12/17	\$3,400	IMPACO, INC.	
193	NEW HOLLAND TS6.110 TRACTOR ASSET #006010		NT02676M	2020	7/13/20	\$60,000	DICKSON COUNTY EQUIPMENT	
194	DIAMOND DBM-C-N BOOM MOWER ASSET #006011		28822/28823	2020	7/13/20	\$50,000	DICKSON COUNTY EQUIPMENT	

195	FORD F150 EXT CAB 4WD ASSET #006015	1FTFX1EF8CF22554	2012	9/16/20	\$11,000	ST OF TN DEPT GEN SERVICES
196	3 TON L-80 CHAIN HOIST					CENTRAL MAINTENANCE
197	COATS 540A TIRE CHANGER					
198	NARCO AIRLIFT JACK					
199	STIHL MS 250 CHAINSAW 18"	511328506	2017	9/11/17	\$300	CHILTON TURF CENTER
200						
201	BUYERS SNOWDOGG HD75 PLOW	17798	2017	11/30/17	\$3,400	IMPSCO, INC.
202	NEW HOLLAND TRACTOR ASSET #006245	ZGLE51395	2018	4/12/18	\$48,744	DICKSON COUNTY EQUIPMENT
203	DIAMOND SIDE MOWER ASSET #006246	21641/21642	2018	4/12/18	\$19,256	DICKSON COUNTY EQUIPMENT
204	NEW HOLLAND TRACTOR ASSET #006247	ZHLE50832	2018	4/12/18	\$48,744	DICKSON COUNTY EQUIPMENT
205	DIAMOND SIDE MOWER ASSET #006248	21456/21457	2018	4/12/18	\$19,256	DICKSON COUNTY EQUIPMENT
206	FORD F350 STAKE BED TRUCK ASSET #006016	1FDWF36R69EA13914	2009	10/5/20	\$9,000	ST OF TN DEPT GEN SERVICES
207	FORD F150 SUPERCAB 4WD ASSET #006017	1FTFX1EF9CFC61122	2012	10/5/20	\$13,000	ST OF TN DEPT GEN SERVICES
					TOTAL	\$3,281,909
	ROBERT HESTER COUNTY ROAD SUPERINTENDENT July 1, 2022					

CHEATHAM COUNTY HIGHWAY DEPARTMENT
2021-2022 INVENTORY LIST ITEMS ADDED

ITEM NO. / DESCRIPTION / SERIAL NO. / YEAR / PURCHASE DATE / PRICE / VENDOR

11	ATHEY 7-12 FORCE FEED LOADER PORTER EQUIPMENT COMPANY	740-242	1999	4/6/22	\$37,750	
23	HYPAC C766B VIBRATORY ROLLER MASON EQUIPMENT SALES	B209C2107U	1997	6/20/22	\$9,292	
42	STIHL CHAIN SAW 271 20" CHILTON TURF CENTER	530610598	2021	12/13/21	\$352	
58	STIHL CHAIN SAW 271 20" CHILTON TURF CENTER	530610587	2021	12/13/21	\$352	
59	PRESSURE WASHER 4405XD4-4GPM KS SUPPLY PRESSURE WASHER	305652	2022	1/24/22	\$4,999	
66	HT 131 PRUNING SAW	526629394	2021	7/20/21	\$560	CHILTON TURF CENTER
69	BG 86 HAND HELD BLOWER	526388526	2021	7/22/21	\$200	CHILTON TURF CENTER

RESOLUTION: 15
RESOLUTION TITLE: Consent Calendar
DATE: August 15, 2022
MOTION BY: Ms. Diana Lovell
SECONDED BY: Mr. Tim Williamson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of August 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the following consent calendar and applicants for Notary Public are approved:

Notaries

Terry W. Blanchard Presley M. Brown James M. Edwards
Lara E. Harrell Adrienne Hope Jackson Olivia Lindsey
Donna Elaine Turner

RECORD: Approved by voice vote 1 Absent.

David Anderson	Donnie Jordan	
Gary Binkley	Walter Weakley	
Ann Jarreau	Diana Pike Lovell	
Tim Williamson	Eugene O. Evans, Sr.	
Chris Gilmore	Ed Greer	
Connie Mayo	Randy Liles	Absent

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

RESOLUTION: 16
RESOLUTION TITLE: Adjourn
DATE: August 15, 2022
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. Eugene O. Evans Sr.

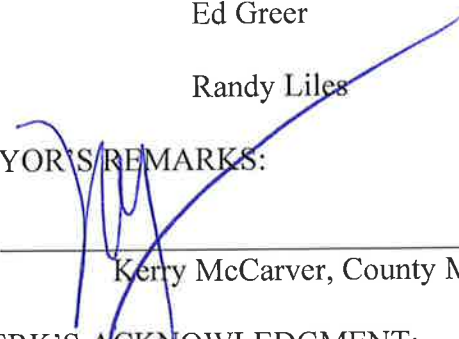
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 15th day of August 2022 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, there being no further business to conduct the meeting is adjourned at 7:10 P.M.

RECORD: Approved by voice vote 1 Absent.

David Anderson	Donnie Jordan
Gary Binkley	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	Ed Greer
Connie Mayo	Randy Liles Absent

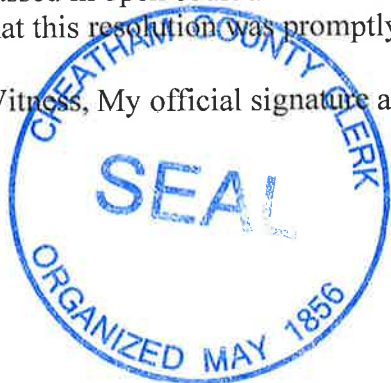
CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 19th day of August 2022.




Teresa Gupton, County Clerk