



Utility Committee Meeting

AGENDA

February 3, 2015

I. CALL TO ORDER

II. MATTERS BEFORE COMMITTEE

1. [Discussion / Approval - Walmart Distribution Sewer Credits](#)
2. [Discussion / Approval - Georgia Pipeline Emergency Responders Initiative Membership and Pledge Agreement](#)
3. [Discussion / Approval - Residential Terms of Use Agreement](#)
4. [Discussion / Approval - Wireless Fiber Pricing](#)

III. ADJOURN



Utility Committee Meeting

AGENDA

February 3, 2015

Item:

Discussion / Approval - Walmart Distribution Sewer Credits

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Walmart Distribution Sewer Credit Info](#)

Energy

Kenneth Mills, Senior Manager Rates



2001 SE 10th Street
Bentonville, AR 72716
Phone 479.204.1051
Fax 479.273.6851
Cell 479.936.4444
www.walmart.com

January 5, 2015

Mr. Rodney Middlebrooks
Water & Gas Director
City of Monroe Utilities Department
P.O. Box 725, Monroe, Georgia, 30655
(770) 266-5350

Sewer Credits

Walmart Distribution Center #6055
655 Unisia Dr, Monroe, GA
Account #6803

Dear Mr. Middlebrooks:

Walmart is requesting a review of the sewer charges for our Distribution Center #6055 in Monroe, GA. The refrigeration system for this site includes a large cooling tower installed when the facility was originally built. A large amount of our annual water consumption for this building is lost to evaporation or drift and does not enter the sanitary sewer system. We would very much like to pursue sewer deducts or evaporation credits for this site to allow a monthly credit for sewer charges on the water evaporated through the tower.

This building has used an average of 1.4 million gallons of water each year for the past 2 years – data attached. We estimate 40% to 45% (560,000 to 630,000 gallons) evaporates yearly and does not enter the sewer system. However, we have paid sewer charges on all water consumed in this building since it opened. Sewer charges for cooling tower evaporation represent a significant operating cost for services we do not use.

Several other Georgia sewer districts allow credits for evaporation, including Atlanta, Marietta and DeKalb County. Most require sub-meters on the cooling tower. Some require we use their meters and read with their meter reading equipment; some require their customers read and report the readings each month.

Walmart is actively pursuing this same type of equipment in many of our facilities as part of our Sustainability Program and in an effort to more accurately reflect our water consumption and sewer discharge volumes. Trident Network is coordinating the research for our Evaporation Credit Program. Please ask your staff to contact our coordinator with questions regarding this issue:

Robert Mabry, Trident Network
5000 Eldorado Parkway, Ste 150-105
Frisco, TX 75033
214-549-7935
rmabry@trident-network.com

Sewer costs for this facility have increased dramatically the last two years and are one of the fastest growing operating expenses we see. We don't mind paying for the services we use, but would appreciate your review of this request for services we do not use due to evaporation. We will be happy to install your preferred sub-meter brand and enlist a licensed plumber for any installation work needed. We are also aware it may be necessary for us to read the sub-meters and report the readings periodically.

If you have questions or need more information about this program or this particular site, please contact Robert Mabry via phone or email.

Thanks very much for your help with this site and this request. Please let us know if sewer credits are possible for this facility and what your metering requirements will include. We appreciate the services your City provides to our facility and would also appreciate your approval of this request.

Best Regards,



Kenneth Mills, CEM
Sr. Manager - Rates (Energy Team)
Office: 479.204.1051
Cell: 479.936.4444
kenneth.mills@walmart.com

Save money. Live Better

Enclosures

cc: Robert Mabry, Trident Network



Utility Committee Meeting

AGENDA

February 3, 2015

Item:

Discussion / Approval - Georgia Pipeline Emergency Responders Initiative Membership and Pledge Agreement

Department:**Additional Information:****Financial Impact:****Budgeted Item:****Recommendation / Request:**

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [GPERI Agreement](#)



**201 Pryor Street, SW
Atlanta, Georgia 30303**

**Phone:
(404) 688-0472
Fax:
(404) 577-6663**

**Georgia Municipal
Association
Gas Section**

November 17, 2014

GMA Gas Section Membership:

Please find enclosed a letter from Commissioner McDonald as well as a "Membership and Pledge Agreement" for a program that is has been designed to assist us with our goal of making Georgia a safer place to live, work and play.

I would like to take this opportunity thank everyone for the development of the Georgia Pipeline Emergency Response Initiative (GPRI) to address the needs of training fire fighters and emergency responders on pipeline and gas emergencies. There has been a need for this type of training for a long time and it is remarkable how all the people and organizations that developed this initiative worked diligently to develop a model program. I would like to thank Gentry Wade from the City of Buford for his contributions and assistance working with the Georgia Pipeline Operators and Emergency Responders Coalition and GMA Gas Section Vice-Chairman Kyle Hamby for volunteering to serve on the GPOERC Board as our voting member.

Thank you to the Georgia Fire Chiefs Association and all of the State and Federal Regulators that have helped bring the GPRI to life and for the lives it will help save.

Sincerely,

**Mike Jewell, City of Lawrenceville
GMA Gas Section – Chairman**

cc: City Managers
City Clerks

COMMISSIONERS:

CHUCK EATON, CHAIRMAN
 H. DOUG EVERETT
 TIM G. ECHOLS
 LAUREN "BUBBA" McDONALD, JR.
 STAN WISE



DEBORAH K. FLANNAGAN
 EXECUTIVE DIRECTOR

REECE McALISTER
 EXECUTIVE SECRETARY

Georgia Public Service Commission

(404) 656-4501
 (800) 282-5813

244 WASHINGTON STREET, S.W.
 ATLANTA, GEORGIA 30334-9052

FAX: (404) 656-2341
www.psc.state.ga.us

November 17, 2014

To: Georgia Municipal Operators

The Georgia Public Service Commission ("GPSC") awarded the Georgia Association of Fire Chiefs funding Georgia's emergency responders for training on pipelines to assist in making a safer Georgia. In 2012, a diverse group of pipeline operators, firefighters, and state and federal regulators came together to create the Georgia Pipeline Emergency Responders Initiative ("GPERI"). This groundbreaking initiative was conceived as a way to enhance communications among emergency responders, pipeline operators, and regulators. GPERI has strengthened the relationships among the various pipeline safety stakeholders in Georgia bringing about a better understanding of stakeholders' shared responsibilities of properly responding to pipeline incidents.

GPERI will continue to offer pipeline training to emergency responders to ensure that the proper messages are communicated. In addition, GPERI will offer assistance to pipeline operators with some Public Awareness Programs requirements. If you take full advantage of the program and attend a portion of the training when offered at your local fire department, this will assist or serve as your liaison efforts, as required by Federal Code. However, funding will be needed to continue the GPERI initiative. As such, the GPERI Board has developed a dues program that will continue to fund GPERI. According to GPERI Board, the intrastate natural gas systems dues will be based on the number of service lines; and the interstate pipelines dues will be based on the number on counties traversed by the interstate provider. I encourage all systems to participate in this important endeavor.

The GPERI initiative is touted by both the Pipeline Safety Staff of the GPSC and the Pipeline Hazardous Materials Safety Administration as potential for best practice for a national application. I look forward to your participation in this innovated safety program.

Sincerely,

A handwritten signature in blue ink that reads "Lauren 'Bubba' McDonald, Jr."

Lauren "Bubba" McDonald, Jr.
 Georgia Public Service Commissioner

MEMBERSHIP AND PLEDGE AGREEMENT

THIS MEMBERSHIP AND PLEDGE AGREEMENT (this "Agreement") is made and entered into on this ___ day of _____, 201_, (the "**Effective Date**") by and between Georgia Association of Fire Chiefs ("**GAFC**"), a Georgia not-for profit corporation, with its principal place of business located at (P.O. Box 105377, Atlanta, GA 30348) and _____, a _____, and a pipeline operator within the state of Georgia, and with its principal place of business at _____ (the "**Participant**").

WHEREAS, in recognition of the potential risks in pipeline emergencies, and the required coordination and cooperation between Georgia emergency responders and pipeline operators, GAFC, along with other representatives of the pipeline industry, regulators, local governments and emergency responder organizations ("**Stakeholders**"), created a cooperative working group known as the "Georgia Pipeline Emergency Responders Initiative" ("**GPERI**"), for use by the Stakeholders to enhance public safety in the State of Georgia by improving responses to pipeline emergencies through well-developed communication plans and training programs;

WHEREAS, in support of GPERI, GAFC will administer and oversee certain training, education and other programs with certain funding to be provided by Stakeholders and other sources; and

WHEREAS, Participant, as a pipeline operator, desires to associate itself with GPERI and desires that it be allowed to designate itself as a member and participant in GPERI, and to provide certain funding and other resources and information in support of GPERI, as further set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing (the adequacy of which is hereby acknowledged) and the terms and conditions stated herein, the parties hereby agree as follows:

1. Participant Commitment: In support of GPERI for a three year period, and in exchange for the benefits of membership as further set forth in this Agreement, Participant hereby pledges, and agrees to pay GAFC, an annual sum of _____ Dollars (\$ _____) ("**Pledge Commitment**") to support this program. This amount is to be paid by a single annual payment with the amount of that commitment with the first payment due on or within 60 days of the execution of this agreement, and the remaining two (2) payments to be no later than the 12 months and 24 months from the date of the agreement. The amount of the annual Participant Commitment will not change for the three year period of this agreement. The amount of this annual payment for local distribution companies and municipal operators will be based off of the number of actives service lines in your system and for interstate pipeline operators; this payment will be based off of the number of counties in Georgia in which the interstate pipeline operator has facilities (**Attachment A**). It is also understood and agreed that the Pledge Commitment as received may be invested or held by GFAC as it shall best determine pending distribution to the purposes described herein.

2. Use of Pledge Commitment. Participant agrees and it is understood that the Pledge Commitment shall be used for the purpose of providing a consistent stream of funding to meet the annual budget, operating and other expenses required to carry out the goals and mission of GPERI, including without limitation, any training, educational or public safety initiatives for developing and implementing a training and communication program for responding to pipeline and related emergencies.

3. Designation of Participant as a Member. In return for payment of the Pledge Commitment, Participant may refer to and designate itself, and GPERI will recognize Participant, as a member or participant in the "Georgia Pipeline Emergency Responders Initiative" cooperative working group. Subject to Participant's payment of the Pledge Commitment, Participant shall be entitled to the benefits of membership in GPERI, as may be determined by any board or other committee established or created to administer GPERI, including without limitation, participation in any training programs and access to any reports or documents generated in connection with any training or educational programs in connection with GPERI.

4. Use of Marks. Participant grants to GAFC, and GAFC grants to Participant, permission and a limited nonexclusive license to display the name and trademark of the Participant, and of GPERI (in such format as specified in writing by each party). All names, trademarks and other intellectual property will remain the property of their respective owner, whether GAFC or Participant as the case may be. Further, GAFC and Participant each agree to promptly and permanently cease such display or use upon the written demand by such party.

5. Binding Commitment and Intent. It is the agreement of the parties and the intention of Participant that the Pledge Commitment and any unpaid promised installment under this Agreement shall constitute the Participant's binding obligation and shall be enforceable at law and equity including, without limitation, against the Participant, and their successors and assigns. Participant acknowledges that GAFC is relying, and shall continue to rely, on Participant's Pledge Commitment being fully satisfied as set forth herein. In the event that Participant fails to pay the Pledge Commitment as set forth above, GAFC may, in addition to its other remedies under law and equity, terminate this Agreement and any privileges of membership provided for herein.

6. Warranties and Representations.

(a) Each party represents and warrants to the other that the person executing this Agreement on its behalf has the full authority to so execute on behalf of such party.

(b) Each party represents and warrants that it is a company duly incorporated under the laws of the jurisdiction in which it is incorporated, has the legal right to enter into this Agreement, and that entering into this Agreement does not violate or contravene any obligations that a party may have to any third party.

7. Miscellaneous

(a) Interpretation. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires; (b) the word "including" and words of similar import shall mean "including, without limitation;" (c) provisions shall apply, when appropriate, to successive events and transactions; (d) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (e) references to "days" or a "day" shall mean a calendar day, unless otherwise stated; and (f) as this Agreement is the product of negotiations between the parties and their respective counsel, no provision or section of this Agreement shall be construed against either party by reason of ambiguity of language, rule of construction against the draftsman, or similar doctrine.

(c) Governing Law. All matters arising from or relating to this Agreement shall be governed and construed in accordance with the laws of the state of Georgia, United States of America, without giving effect to any choice-of-law provision or rule (whether of the state of Georgia or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. The Federal or state courts situated in Fulton County, Georgia, United States of America, have exclusive jurisdiction over the resolution of all disputes that arise under this Agreement, and each party irrevocably submits to the personal jurisdiction of such courts.

(d) Assignment. No party may assign any of its rights under this Agreement or delegate its performance under this Agreement, whether voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or in any other manner, without the prior written consent of the other party. Notwithstanding the foregoing, upon notice to GFAC, Participant may assign its rights and delegate its performance under this Agreement to: (i) any entity that acquires all or substantially all of Participant's assets or substantially all of the assets of that portion of Participant's business that manages this Agreement; (ii) any affiliate that controls, is controlled by, or is under common control with Participant; or (iii) any successor in a merger, acquisition, or reorganization, including any judicial reorganization. Any purported assignment of rights or delegation of performance in violation of this paragraph is void.

(e) Successors and Assigns; No Third Party Beneficiaries. This Agreement is legally binding upon and inures to the benefit of the parties and their permitted successors and assigns. No third party is intended to benefit from, nor may any third party seek to enforce, any of the terms of this Agreement.

(f) Relationship of the Parties. Nothing contained in this Agreement shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties, or to grant either party the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, against, in the name of, or on behalf of, the other party.

(g) Complete Agreement. This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, or agreement by or from the other party except for those expressly contained in this Agreement.

(h) Modification. The terms of this Agreement may not be modified or amended other than by a writing executed by both parties by their duly authorized representatives.

(j) Waiver. The failure of either party to enforce any of the provisions of this Agreement, or to exercise any option provided in this Agreement, or to require performance by the other party of any of the provisions in this Agreement, is not a present or future waiver of such provisions and does not affect the validity of this Agreement or the right of the other party to enforce each and every provision of this Agreement thereafter. The express waiver (whether one or more times) by either party of any provision, condition or requirement of this Agreement does not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

(k) Remedies Cumulative. Except as specifically set forth in this Agreement, the rights and remedies set forth in this Agreement are cumulative and are not intended to be exhaustive. A party's cure of any failure to perform under this Agreement does not excuse liability for any delays or other damages the non-defaulting party may have incurred resulting from the failure.

(l) Savings Clause. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

(m) Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original and all of which, taken together, constitutes a single enforceable agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date and year above written.

GEORGIA ASSOCIATION OF FIRE CHIEFS *[PARTICIPANT]*

By _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address for Notices:	Address for Notices:

Appendix A

Cost Allocation assuming full participation by all Pipelines and LDCs

Interstates Pipelines (Allocation based on number of Counties transitted by the Interstate Provider)

Number of Counties	Interstate Pipeline Cost	Potential Number of Interstate Pipelines	Total Dollars
0 - 2	\$500	1	\$500
3 - 15	\$16,000	1	\$16,000
16 - 30	\$24,000	2	\$48,000
31 - 50	\$32,000	1	\$32,000
51+	\$42,000	1	\$42,000
			\$138,500

Local Distribution Companies

Number of Service Lines (From DOT reports)	LDC/Municipal Cost	Potential Number of LDCs	
0-500	\$125	12	\$1,500
501-1,500	\$275	24	\$6,600
1,501-2,500	\$600	14	\$8,400
2,501-5,000	\$1,200	17	\$20,400
5,001 - 10,000	\$2,400	7	\$16,800
10,001 - 20,000	\$4,800	4	\$19,200
20,001 - 40,000	\$6,000	1	\$6,000
40,001 - 80,000	\$7,200	3	\$21,600
80,001 - 160,0000	\$15,000	0	\$0
160,001+	\$38,000	1	\$38,000
		83	\$138,500



Utility Committee Meeting

AGENDA

February 3, 2015

Item:

Discussion / Approval - Residential Terms of Use Agreement

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Residential Terms of Use Agreement](#)

THE CITY OF MONROE ACCEPTABLE USE POLICY FOR RESIDENTIAL HIGH-SPEED INTERNET SERVICES

approved February 10, 2015

Why is the City of Monroe providing this Policy to me?

The City of Monroe's goal is to provide its customers with the best cable Internet service possible. In order to help accomplish this, the City of Monroe has adopted this Acceptable Use Policy (the "Policy"). This Policy outlines acceptable use of the City of Monroe High-Speed Internet service (the "Service").

What obligations do I have under this Policy?

All City of Monroe High-Speed Internet customers and all others who use the Service (the "customer," "user," "you," or "your") must comply with this Policy. Your failure to comply with this Policy could result in the suspension or termination of your Service account. If you do not agree to comply with this Policy, you must immediately stop all use of the Service and notify the City of Monroe so that it can close your account.

How will I know when the City of Monroe changes this Policy and how do I report violations of it?

The City of Monroe may revise this Policy from time to time by posting a new version on the website at <http://www.monroega.us> or any successor URL(s) ("website"). The City of Monroe will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending e-mail announcements or posting information on the City's website. Revised versions of this Policy are effective immediately upon posting. Accordingly, customers of the City of Monroe High-Speed Internet Service should read any City of Monroe emails they receive and regularly visit monroega.gov and review this Policy to ensure that their activities conform to the most recent version.

I. Prohibited Uses and Activities

What uses and activities does the City of Monroe prohibit?

In general, the Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. For example, these prohibited uses and activities include, but are not limited to, using the Service, Customer Equipment, or the City of Monroe Equipment, either individually or in combination with one another, to:

Conduct and information restrictions

- undertake or accomplish any unlawful purpose; This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
- transmit unsolicited bulk or commercial messages commonly known as “spam;”
- send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;
- initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
- participate in the collection of very large numbers of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including “spyware”) designed to facilitate this activity;
- collect responses from unsolicited bulk messages;
- falsify, alter, or remove message headers;
- falsify references to the City of Monroe or its network, by name or other identifier, in messages;
- impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, “phishing”);
- violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or website that you access or use;

Technical restrictions

- access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account; This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so.

- use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs; unauthorized port scanning is strictly prohibited;
- copy, distribute, or sublicense any proprietary software provided in connection with the Service by the City of Monroe or any third party, except that you may make one copy of each software program for back-up purposes only;
- distribute programs that make unauthorized changes to software (cracks);
- use or run dedicated, stand-alone equipment or servers from the Premises that provide network content or any other services to anyone outside of your Premises local area network (“Premises LAN”), also commonly referred to as public services or servers; Examples of prohibited equipment and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;
- use or run programs from the Premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;
- service, alter, modify, or tamper with the City of Monroe Equipment or Service or permit any other person to do the same who is not authorized by the City of Monroe;

Network and usage restrictions

- restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any City of Monroe (or City of Monroe supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any City of Monroe (or City of Monroe supplier) facilities used to deliver the Service;
- resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly; The Service is for personal and non-commercial residential use only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose (whether or not for profit).
- connect City of Monroe Equipment to any computer outside of your Premises;
- interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to “crash” a host; and,

- accessing and using the Service with anything other than a dynamic Internet Protocol (“IP”) address that adheres to the dynamic host configuration protocol (“DHCP”); You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits you to do so.

II. Customer Conduct and Features of the Service

What obligations do I have under this Policy?

In addition to being responsible for your own compliance with this Policy, you are also responsible for any use or misuse of the Service that violates this Policy, even if it was committed by a friend, family member, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your Service login and password. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device. The City of Monroe recommends against enabling file or printer sharing unless you do so in strict compliance with all security recommendations and features provided by the City of Monroe and the manufacturer of the applicable file or printer sharing devices. Any files or devices you choose to make available for shared access on a home LAN, for example, should be protected with a strong password or as otherwise appropriate.

It is also your responsibility to secure the Customer Equipment and any other Premises equipment or programs not provided by the City of Monroe that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

How does the City of Monroe address inappropriate content and transmissions?

The City of Monroe reserves the right to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of Sections I or II of this Policy, or otherwise harmful to the City of Monroe's network or customers using the Service, regardless of whether this material or its dissemination is unlawful so long as it violates this Policy. Neither the City of Monroe nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, file transfer, blog, newsgroup, and instant message transmissions as well as materials available on the Personal Web Pages and Online Storage features) made on the Service. However, the City of Monroe and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with this Policy, the Subscriber Agreement, and applicable law.

What requirements apply to electronic mail?

The Service may not be used to communicate or distribute e-mail or other forms of communications in violation of Section I of this Policy.

The City of Monroe is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address by you or by someone else trying to send e-mail to you. The City of Monroe is also not responsible for forwarding e-mail sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted, or stored temporarily at the City of Monroe's sole discretion. In the event that the City of Monroe believes in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an "identifier") on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, the City of Monroe (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, the City of Monroe may at any time reserve any identifiers on the Service for the City of Monroe's own purposes. In the event that a Service account is terminated for any reason, all e-mail associated with that account (and any secondary accounts) will be permanently deleted as well.

What requirements apply to instant, video, and audio messages?

Each user is responsible for the contents of his or her instant, video, and audio messages and the consequences of any of these messages. The City of Monroe assumes no responsibility for the timeliness, mis-delivery, deletion, or failure to store these messages. In the event that a Service account is terminated for any reason, all instant, video, and audio messages associated with that account (and any secondary accounts) will be permanently deleted as well.

III. Network Management and Limitations on Data Consumption

Why does the City of Monroe manage its network?

The City of Monroe manages its network with one goal: to deliver the best possible broadband Internet experience to all of its customers. High-speed bandwidth and network resources are not unlimited. Managing the network is essential as the City of Monroe works to promote the use and enjoyment of the Internet by all of its customers. The company uses reasonable network management practices that are consistent with industry standards. The City of Monroe tries to use tools and technologies that are minimally intrusive and, in its independent judgment guided by industry experience, among the best in class. Of course, the company's network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet.

The need to engage in network management is not limited to the City of Monroe. In fact, all large Internet service providers manage their networks. Many of them use the same or similar tools that the City of Monroe does. If the company didn't manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management including enforcement of this Policy, the City of Monroe can deliver the best possible broadband Internet experience to all of its customers.

How does the City of Monroe manage its network?

The City of Monroe uses various tools and techniques to manage its network, deliver the Service, and ensure compliance with this Policy and the Subscriber Agreement. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include (i) identifying spam and preventing its delivery to customer e-mail accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) temporarily lowering the priority of traffic for users who are the top contributors to current network congestion, and (iv) using other tools and techniques that the City of Monroe may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

Are there restrictions on data consumption that apply to the Service?

The Service is for personal and non-commercial residential use only. Therefore, the City of Monroe reserves the right to suspend or terminate Service accounts where data consumption is not characteristic of a typical residential user of the Service as determined by the company in its sole discretion. The City of Monroe has established a monthly data consumption threshold per the City of Monroe High-Speed Internet account of 350 Gigabytes ("GB"). Use of the Service in excess of 350GB per month is excessive use and is a violation of the Policy. Common activities that may cause excessive data consumption in violation of this Policy include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol ("FTP"), (ii) peer-to-peer applications, and (iii) newsgroups. You must also ensure that your use of the Service does not restrict, inhibit, interfere with, or degrade any other person's use of the Service, nor represent (as determined by the City of Monroe in its sole discretion) an overly large burden on the network. In addition, you must ensure that your use of the Service does not limit or interfere with the City of Monroe's ability to deliver and monitor the Service or any part of its network.

If you use the Service in violation of the restrictions referenced above, that is a violation of this Policy. In these cases, the City of Monroe may, in its sole discretion, suspend or terminate your Service account or add surcharge of \$10 per 50GB. The City of Monroe may also provide versions of the Service with different speed and data consumption limitations, among other characteristics, subject to applicable Service plans. The City of Monroe's determination of the data consumption for Service accounts is final.

IV. Violation of this Acceptable Use Policy

What happens if you violate this Policy?

The City of Monroe reserves the right immediately to suspend or terminate your Service account and terminate the Subscriber Agreement if you violate the terms of this Policy or the Subscriber Agreement.

How does the City of Monroe enforce this Policy?

The City of Monroe does not routinely monitor the activity of individual Service accounts for violations of this Policy, except for determining aggregate data consumption in connection with the data consumption provisions of this Policy. However, in the company's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. The City of Monroe has no obligation to monitor the Service and/or the network. However, the City of Monroe and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and the City of Monroe users.

The City of Monroe prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. The City of Monroe also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without the City of Monroe's intervention. However, if the Service is used in a way that the City of Monroe or its suppliers, in their sole discretion, believe violates this Policy, the City of Monroe or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service (including but not limited to newsgroups). Neither the City of Monroe nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not the City of Monroe's exclusive remedies and the City of Monroe may take any other legal or technical actions it deems appropriate with or without notice.

The City of Monroe reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on the City of Monroe's servers and network. During an investigation, the City of Monroe may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize and consent to the City of Monroe and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Upon termination of your Service

account, the City of Monroe is authorized to delete any files, programs, data, e-mail and other messages associated with your account (and any secondary accounts).

The failure of the City of Monroe or its suppliers to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

You agree to indemnify, defend and hold harmless the City of Monroe and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this Policy. Your indemnification will survive any termination of the Subscriber Agreement.

V. Copyright and Digital Millennium Copyright Act Requirements

What is the City of Monroe's DMCA policy?

The City of Monroe is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is the City of Monroe's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who the City of Monroe, in its sole discretion, believes is infringing these rights. First offence will result in a three day suspension of service. Second offence seven days, and third will result in termination of service. The City of Monroe may terminate the Service at any time with or without notice for any affected customer or user.

How do copyright owners report alleged infringements to the City of Monroe?

Copyright owners may report alleged infringements of their works that are stored on the Service or the Personal Web Features by sending the City of Monroe's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon the City of Monroe's receipt of a satisfactory notice of claimed infringement for these works, the City of Monroe will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or the Personal Web Features or (ii) disable access to the work(s). The City of Monroe will also notify the

affected customer or user of the Service of the removal or disabling of access to the work(s).

Copyright owners may send the City of Monroe a notification of claimed infringement to report alleged infringements of their works to:

Brian Thompson
City of Monroe
215 N Broad Street
Monroe, GA 30655
Phone: 770-266-5345
Fax: 770-266-5347
Email: ip@monroega.gov

Copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to the City of Monroe, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

What can customers do if they receive a notification of alleged infringement?

If you receive a notification of alleged infringement as described above, and you believe in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then you may send a counter notification to the City of Monroe. Upon the City of Monroe's receipt of a counter notification that satisfies the requirements of DMCA, the City of Monroe will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that the City of Monroe will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

If a notification of claimed infringement has been filed against you, you can file a counter notification with the City of Monroe's designated agent using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.

What happens when a customer violates the Copyright provision?

First offence is a three day disconnection of service.

Second offence is a seven day disconnection of service.

Third offence is termination of account.



Utility Committee Meeting

AGENDA

February 3, 2015

Item:

Discussion / Approval - Wireless Fiber Pricing

Department:**Additional Information:****Financial Impact:****Budgeted Item:****Recommendation / Request:**

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

📎 [Wireless Pricing Info](#)

📎 [Fiber to Home](#)



Pricing for Residential Wireless & Fiber Connections:

- **Wireless Service Plans:**
 - 10 Mbps: \$49.95 / month
 - 15 Mbps: \$59.95 / month
 - 25 Mbps: \$79.95 / month
- **Fiber Service Plans:**
 - Base charge: \$59.95 / month (additional charges determined on rate requested)

Pricing for Commercial Wireless:

- **Commercial Service Plans:**
 - 10 Mbps: \$59.95 / month
 - 15 Mbps: \$79.95 / month
 - 25 Mbps: \$109.95 / month

(Upload speed are equal to download speeds.)

Fiber to the Home (FTTH)

Fiber to the home is the latest technology to deliver Telecommunications to the customer. We will be deploying FTTH into a development in an unserved area off of an existing fiber trunk line. This project will help us test and evaluate different technologies to deliver FTTH and be prepared for the next green field development in Monroe. The price point we are setting is for a standard 15X15 internet and we will be coming back for and expanded product pricing once we evaluate the technology.