# OAK RIDGE CITY COUNCIL MEETING

Municipal Building Courtroom

September 13, 2010 – 7:00 p.m.

## AGENDA

1. **INVOCATION**

   The Reverend Stella Roberts, First United Methodist Church

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **APPEARANCE OF CITIZENS**

5. **APPROVAL OF AGENDA**

6. **RECOGNITION OF VISITORS**

7. **PROCLAMATIONS AND COURTESY RESOLUTIONS**

   A resolution recognizing the 100th anniversary of the Boy Scouts of America and expressing appreciation for the service and character-building that the organization has provided through its dedication to the youth of the City of Oak Ridge.

8. **PUBLIC HEARING**

   Rezoning of Parcel 60.00, Group A, Anderson County Tax Map 940, located at 132 Tyson Road, from R-1-C, Single-Family Residential in the Manhattan District Overlay, to B-2, General Business with a Planned Unit Development (PUD) Overlay; and amendment of the Comprehensive Plan's Land Use Plan to change the designation of the parcel from R, Residential, to B, General Business.

9. **CONSENT AGENDA**

   a. Approval of the Minutes of the Minutes of the August 9, 2010 City Council meeting.

   b. Approval of the Minutes of the August 23, 2010 City Council meeting.

   c. Adoption of a resolution approving a Professional Services Agreement between the City and Leathers and Associates, Ithaca, New York, for the provision of professional design services to prepare plans and specifications to construct a universally accessible playground at Cedar Hill Park, as well as services relating to construction oversight, in the estimated amount of $38,500.00.

   d. Adoption of a resolution agreeing to sign the Memorandum of Understanding *Establishing a Regional Integrated Transportation Project* in order to participate in the planning and implementation of a regional sustainability initiative that can result in tangible benefits to the Oak Ridge community.

e. Confirming the appointment of Council Members Thomas W. Hayes, David N. Mosby, and Mayor Thomas L. Beehan to serve as the Committee Structure Review Committee, with Mayor Beehan to serve as the Chair.

## 10. SPECIAL REPORTS

a. Mayor and City Council

b. Special Committees

c. Boards and Commissions

Youth Advisory Board: Mr. Calvin Cummings, Chair

2010-2011 YAB Goals and Objectives

d. Other

## 11. APPROVAL OF MINUTES

## 12. ORDINANCES

First Reading of New Ordinances

AN ORDINANCE TO AMEND ORDINANCE NO. 2, TITLED "THE ZONING ORDINANCE OF THE CITY OF OAK RIDGE, TENNESSEE," BY AMENDING THE ZONING MAP WHICH IS MADE A PART OF THE ORDINANCE BY CHANGING THE ZONING DISTRICT OF PARCEL 060.00, MAP 940, GROUP A, FROM R-1-C, ONE-FAMILY RESIDENTIAL IN THE MANHATTAN DISTRICT OVERLAY, TO B-2/PUD, GENERAL BUSINESS WITH A PLANNED UNIT DEVELOPMENT OVERLAY, AND AMENDING THE COMPREHENSIVE PLAN'S LAND USE PLAN BY CHANGING THE DESIGNATION OF PARCEL 060.00, MAP 940, GROUP A, FROM R, RESIDENTIAL TO B, BUSINESS.

AN ORDINANCE TO AMEND TITLE 15, TITLED "MOTOR VEHICLES, TRAFFIC AND PARKING," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE," BY AMENDING SECTION 15-505, TITLED "MAXIMUM SPEED LIMITS ON SPECIFIC STREETS – THIRTY-FIVE MILES PER HOUR," SUBSECTION (4); SECTION 15-506, TITLED "MAXIMUM SPEED LIMITS ON SPECIFIC STREETS – FORTY MILES PER HOUR," SECTION 15-507, TITLED "MAXIMUM SPEED LIMITS ON SPECIFIC STREETS – FORTY-FIVE MILES PER HOUR," SUBSECTION (4); AND SECTION 15-508, TITLED "MAXIMUM SPEED LIMITS ON SPECIFIC STREETS – FIFTY MILES PER HOUR," TO SET FORTH NEW SPEED LIMITS ALONG THE OAK RIDGE TURNPIKE (STATE ROUTE 95) AS INDICATED BY THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION.

AN ORDINANCE TO AMEND ORDINANCE NO. 27-85, TITLED "A PERSONNEL PLAN FOR EMPLOYEES OF THE CITY OF OAK RIDGE, TENNESSEE," AS AMENDED BY DELETING ARTICLE 11, TITLED "LEAVE," IN ITS ENTIRETY AND BY ADDING A NEW ARTICLE 11, TITLED "LEAVE."

Adoption of Ordinances (Second Reading)

AN ORDINANCE TO AMEND ORDINANCE NO. 2, TITLED "THE ZONING ORDINANCE OF THE CITY OF OAK RIDGE, TENNESSEE," BY AMENDING THE ZONING MAP WHICH IS MADE A PART OF THE ORDINANCE BY CHANGING THE ZONING DISTRICT OF PARCEL 015.00, ANDERSON COUNTY TAX MAP 100A, GROUP C, AND PARCEL 016.00, MAP 100A, GROUP C, FROM IND-1, INDUSTRIAL, TO R-4, HIGH DENSITY RESIDENTIAL; AND AMENDING THE COMPREHENSIVE PLAN'S LAND USE PLAN BY CHANGING THE DESIGNATION OF SAID PARCELS FROM B, BUSINESS TO R, RESIDENTIAL.

## 13. RESOLUTIONS

General Resolutions

A resolution adopting a revised Classification Plan of City Employees for FY 2011.

A resolution accepting a grant from the State of Tennessee, Department of Economic and Community Development, Energy Policy Office, in the amount of $100,000.00.

Bids and Contracts

A resolution approving a grant agreement with Prevent Child Abuse Tennesse for use in the Healthy Start of Anderson County Program and authorizing the disbursement of budgeted funds in the amount of $31,850.00 for this purpose.

A resolution concurring with the "*Bridge" Memorandum of Agreement Among the U.S. Department of Energy, Oak Ridge Office, The Department of Energy Federal Preservation Officer, The Tennessee State Historic Preservation Office, and The Advisory Council on Historic Preservation, For Continued Compliance with Section 106 of the National Historic Preservation Act for Site Interpretation of the East Tennessee Technology Park (Formerly K-25 Site) on the Oak Ridge Reservation, Roane County, Tennessee* to allow for (1) ongoing decontamination, decommissioning, and demolition at ETTP; (2) additional time for the completion of DOE's feasibility study; and (3) the development of a new, final MOA regarding any mitigation measures, which is anticipated in the fall of 2010.

A resolution authorizing the City to enter into the necessary agreements with the Tennessee Valley Authority in order to maintain the City's participation and the City's electric customers' participation in the 5 MR Program and the Time Differentiated Hours Use of Demand (TD-HUD) Program.

A resolution approving the amendment of the contract between the City and the Tennessee Valley Authority for electric power to adopt the new electric rate schedule as developed by the Tennessee Valley Authority, effective with October 2010 electric billings.

A resolution awarding a contract in the estimated amount of $262,700.00 to W & O Construction Company, Inc., 150 Construction Drive, Livingston, Tennessee, for the furnishing of all labor, tools, materials, equipment and supplies necessary for replacement of the 4 million gallon reservoir cover at the Water Treatment Plant.

## 14. ELECTIONS

Election of three (3) regular members to the Environmental Quality Advisory Board for three-year terms of office commencing on September 29, 2010, and one (1) Oak Ridge High School student representative to complete the balance of an unexpired term of office ending on May 31, 2012.

Notice of Elections

Five (5) elections are scheduled for the October 11, 2010 City Council meeting to appoint:

- One (1) member to the Oak Ridge Convention and Visitors Bureau
- Two (2) members to the Highland View Redevelopment Advisory Board
- One (1) member to the Oak Ridge Heritage Railroad Authority
- One (1) member to the Board of Plumbing Examiners
- One (1) member to the Traffic Safety Advisory Board who shall be an Oak Ridge High School student.

The deadline for filing is 5:00 p.m. on Tuesday, September 28, 2010.

## 15. COMMUNICATIONS – None

## 16. CITY MANAGER'S REPORT

## 17. CITY ATTORNEY'S REPORT

## 18. UNFINISHED BUSINESS

## 19. NEW BUSINESS

## 20. MISCELLANEOUS

## 21. UPCOMING MEETINGS/MAJOR ISSUES

## 22. ADJOURNMENT

# PROCLAMATIONS AND COURTESY RESOLUTIONS

# CITY CLERK MEMORANDUM
## 10-60

DATE: September 2, 2010

TO: Honorable Mayor and Members of City Council

FROM: Jacquelyn J. Bernard, City Clerk

SUBJECT: COURTESY RESOLUTION HONORING THE 100TH ANNIVERSARY OF THE BOY SCOUTS OF AMERICA

The attached resolution is presented for the Council's consideration at the request of Mr. Jim McCauley of 104 Harper Lane, representing the Boy Scout organization in Oak Ridge. He and a contingent of Oak Ridge Boy Scouts will be present at the September 13th meeting.

Jacquelyn J. Bernard
City Clerk

Attachment

# CITY OF OAK RIDGE RESOLUTION NUMBER 9-85-10
# HONORING THE 100TH ANNIVERSARY OF THE BOY SCOUTS OF AMERICA

WHEREAS, the year 2010 marks the 100th anniversary of the Boy Scouts of America; and

WHEREAS, in 1909 a Chicago publisher named William Boyce became lost in a London fog and found his way out of it with the aid of a young boy, and when he tried to pay the boy a schilling for his help, the boy replied that a *Scout* doesn't take payment for "doing a good turn"; and

WHEREAS, William Boyce, who had never heard of *Scouts*, was so intrigued that he learned all about the British program and when he returned to America, he helped create the *Boy Scouts of America*; and

WHEREAS, today the Boy Scouts of America is the largest youth service organization in America, with nearly three million members learning responsible citizenship, character development, and self-reliance through participation in a wide range of outdoor activities, educational programs, and career-oriented programs in partnership with community organizations; and

WHEREAS, in the City of Oak Ridge, the first Boy Scout unit was formed in 1943 and the 14 scout units that exist today are celebrating Scouting's 100th anniversary with the theme "Celebrating the Adventure, Continuing the Journey"; and

WHEREAS, Oak Ridge has more than 70 volunteer leaders who help make scouting adventures possible for more than 400 youth members who participate in the scouting program; and

WHEREAS, the Oak Ridge scouting program has produced a total of 842 youth who have earned the rank of Eagle Scout; and

WHEREAS, Boy Scouts of America endeavors to develop United States citizens who are physically, mentally, and emotionally fit, have a high degree of self-reliance as evidenced in such qualities as initiative, courage, and resourcefulness, have personal values based on religious concepts, have the desire and skills to help others, understand the principles of the United States social, economic, and governmental systems, take pride in their American heritage and understand our Nation's role in the world, have a keen respect for the basic rights of all people, and are prepared to participate in and give leadership to the American society.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That this Council recognizes the 100th anniversary of the Boy Scouts of America and expresses its appreciation for the service and character-building that the organization has provided through its dedication to the youth of the City of Oak Ridge.

BE IT FURTHER RESOLVED that a copy of this resolution shall be transmitted to the Boy Scouts of America, the Great Smoky Mountain Council.

This the 13th day of September 2010.

APPROVED AS TO FORM AND LEGALITY:

Kristen R Kruskensk

City Attorney

Mayor

City Clerk

# PUBLIC HEARING

# CITY CLERK MEMORANDUM
## 10-61

DATE: September 2, 2010

TO: Honorable Mayor and Members of City Council

FROM: Jacquelyn J. Bernard, City Clerk

SUBJECT: PUBLIC HEARING

A public hearing has been scheduled for the September 2, 2010 City Council meeting on the following:

> Rezoning of Parcel 60.00, Group A, Anderson County Tax Map 94O, located at 132 Tyson Road, from R-1-C, Single-Family Residential in the Manhattan District Overlay, to B-2, General Business with a Planned Unit Development (PUD) Overlay; and amendment of the Comprehensive Plan's Land Use Plan to change the designation of the parcel from R, Residential, to B, General Business.

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Supporting documentation for this item will be found under First Reading of New Ordinances.

Jacquelyn J. Bernard
City Clerk

# CONSENT AGENDA

**CITY CLERK MEMORANDUM**
10-62

DATE: September 2, 2010

TO: Honorable Mayor and Members of City Council

FROM: Jacquelyn J. Bernard, City Clerk

SUBJECT: CONSENT AGENDA

The following items are presented for the Council's consideration as the Consent Agenda for the September 13, 2010 Council meeting.

Approval of Minutes – August 9 and August 23, 2010

Resolutions – Bids and Contracts

Adoption of a resolution approving a Professional Services Agreement between the City and Leathers and Associates, Ithaca, New York, for the provision of professional design services to prepare plans and specifications to construct a universally accessible playground at Cedar Hill Park, as well as services relating to construction oversight, in the estimated amount of $38,500.00.

Adoption of a resolution agreeing to sign the Memorandum of Understanding *Establishing a Regional Integrated Transportation Project* in order to participate in the planning and implementation of a regional sustainability initiative that can result in tangible benefits to the Oak Ridge community.

Elections

Confirming the appointment of Council Members Thomas W. Hayes, David N. Mosby, and Mayor Thomas L. Beehan to serve as the Committee Structure Review Committee, with Mayor Beehan to serve as the Chair.

**The documentation for these items follows this memorandum.**

Jacquelyn J. Bernard
City Clerk

# MINUTES OF THE
# OAK RIDGE CITY COUNCIL MEETING

August 9, 2010

The regular meeting of the City Council of the City of Oak Ridge, Tennessee, convened at 7:00 p.m. on August 9, 2010 in the Courtroom of the Municipal Building with Mayor Thomas L. Beehan presiding.

**INVOCATION**

The Invocation was given by Pastor Jeremy Songer of the Christian Outreach Center in Oak Ridge.

**PLEDGE OF ALLEGIANCE**

Mr. Jerry Creasey, an Oak Ridge member of the Anderson County Commission, led the Pledge of Allegiance to the Flag of the United States of America.

**ROLL CALL**

The following members of Council were present: Anne Garcia Garland, Thomas W. Hayes, L. Charles Hensley, D. Jane Miller, David N. Mosby, Ellen D. Smith, and Mayor Thomas L. Beehan.

Also present were Mark W. Watson, City Manager; Gary M. Cinder, Director of Public Works and outgoing Interim City Manager; Kenneth R. Krushenski, City Attorney; Stephen W. Jenkins, Deputy City Manager; and Jacquelyn J. Bernard, City Clerk.

Introduction of New City Manager

Mayor Beehan introduced the new City Manager, Mr. Mark S. Watson, advising that he comes to Oak Ridge from Yuma, Arizona; has several years' experience in city management, and is a "second generation" City Manager. The assembly joined in welcoming Mr. Watson to Oak Ridge.

**APPEARANCE OF CITIZENS** – None

**APPROVAL OF AGENDA**

Councilwoman Miller moved that the agenda be approved as published, seconded by Councilman Hensley.

Mayor Beehan called attention to City Clerk Memorandum 10-57 transmitting two (2) proposed additions to this agenda, those being:

- Under the Consent Agenda

  A resolution extending the subrecipient agreement between the City and Habitat for Humanity of Anderson County (Habitat) for the Brush with Kindness program (CDBG FY 10-05) for an additional year to allow Habitat the opportunity to provide this service during Fiscal Year 2011.

- Under General Resolutions

  A resolution endorsing the City of Knoxville's grant application from the United States Department of Housing and Urban Development (HUD) for a Sustainable Communities Regional Planning

Grant to improve regional planning, and approving the Memorandum of Understanding to be prepared by the City of Knoxville between the participating regional governmental entities.

The Mayor also reported that Ms. Kathy C. Miller, property owner of 103 Turner Road, has requested that the agenda item concerning her request for rezoning of this property (Parcel 51.00, Anderson County Tax Map 940, Group A) be postponed until a later date. He advised that this postponement can be accomplished by removal of this item from the Public Hearing and from First Reading of New Ordinances.

Councilman Hensley moved that the agenda be amended by the insertion of the additions proposed by the staff under Consent Agenda and General Resolutions and by deletion of the 103 Turner Road rezoning from both the Public Hearing and First Reading of New Ordinances. The motion was seconded by Councilwoman Smith and carried by unanimous voice vote with Council members Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

Mayor Beehan then stated that if there are no objections, he would like to add under Proclamations and Courtesy Resolutions a resolution commending Mr. Gary M. Cinder for his service as Interim City Manager.

Councilman Hensley moved that the resolution be added to the agenda as suggested by the Mayor. The motion was seconded by Councilwoman Smith and the vote was taken by general consent.

The agenda was approved, as amended, by unanimous voice vote with Council members Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

## RECOGNITION OF VISITORS

Mayor Beehan welcomed all visitors to the meeting.

## PROCLAMATIONS AND COURTESY RESOLUTIONS

**A proclamation designating August 20, 2010 as "Clean Commute Day."**

Councilwoman Miller moved that the proclamation be adopted. The motion was seconded by Councilwoman Smith and carried by unanimous voice vote with Council members Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

Resolution No. 8-74-10
**A resolution paying tribute to Gary M. Cinder and commending him for his exceptional performance as Interim City Manager for the period from January 9, 2010 through August 8, 2010 and awarding him a bonus of $10,000 as a tangible gesture of the Council's appreciation for a job well done.**

Councilman Hensley moved that the resolution be adopted. The motion was seconded by Councilwoman Garcia Garland and after brief deliberation, it carried by unanimous voice vote with Council members Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

The Mayor presented an executed copy of the resolution to Mr. Cinder along with the bonus check.

## PUBLIC HEARING

A public hearing was held on **the rezoning of Parcels 15.00 and 16.00, Anderson County Tax Map 100A, Group C, approximately 4.39 acres located on Bus Terminal Road between Ridgeway Center and NHC Nursing Home, from IND-1 Industrial District to R-4 High Density Residential District.**

Mayor Beehan announced that he would recuse himself from participation in this public hearing as well as from the consideration of this rezoning when it appears under First Reading of New Ordinances, his reason being that as a realtor he is the listing agent on the subject property.

There were no citizen comments.

## CONSENT AGENDA

Councilwoman Garcia Garland moved that the Consent Agenda be approved as presented. The motion was seconded by Councilwoman Smith and was adopted, thereby:

- Approving the Minutes of the June 30, 2010 City Council Meeting;
- Approving the Minutes of the July 12, 2010 City Council Meeting;
- Approving the Minutes of the July 15, 2010 City Council Meeting;
- Adopting **Resolution No. 8-75-10** authorizing the City to continue participation in the East Tennessee Economic Development Agency, with annual membership dues in the amount of $26,116.00 for the 2010 calendar year;
- Adopting **Resolution No. 8-76-10** awarding a bid in the estimated amount of $50,837.60 to Sansom Equipment Company, Inc., Birmingham, Alabama, for the furnishing of one sewer easement machine with a trailer;
- Adopting **Resolution No. 8-77-10** extending the subrecipient agreement between the City and Aid to Distressed Families of Appalachian Counties Incorporated (ADFAC) for down payment assistance (CDBG FY 10-03) and homeownership counseling (CDBG FY 10-04) for an additional year to allow ADFAC the opportunity to provide these services during Fiscal Year 2011; and
- Adopting **Resolution No. 8-78-10** extending the subrecipient agreement between the City and Habitat for Humanity of Anderson County (Habitat) for the Brush with Kindness program (CDBG FY 10-05) for an additional year to allow Habitat the opportunity to provide this service during Fiscal Year 2011.

The vote was unanimous with Council members Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

## SPECIAL REPORTS

### Committee Structure Review Committee

The Mayor reported that the Council needs to revisit its committee structure, particularly with reference to the Budget and Finance and Intergovernmental Relations Special Committees, along with any other of

the committees that it wishes to reexamine at this time. He recalled that this was previously accomplished by the appointment of a Committee Structure Review Committee and he recommended that this same approach be used this time. He stated that if there are no objections, he will solicit members to serve on such a committee and develop a charge for the Council's ratification at the next meeting.

Special Meeting to Receive Proposed Charter Amendments

The Mayor reported that the Charter Commission anticipates that it will complete its work this evening and will shortly present its proposed changes to the City Charter to City Council for inclusion on the November 2, 2010 election ballot. He advised that the Chair of the Commission, Mr. Chuck Agle, has sent a communication requesting that the Council hold a special meeting for this purpose on Monday, August 23, 2010. He suggested that instead of waiting for the City Clerk to send a special meeting notice on his directive, the Council should go ahead and schedule that special meeting because doing so will provide good notice to the public and the Charter Commission, and will allow the Council members to get it on their calendars now.

Councilwoman Miller moved that a special meeting to receive the proposed Charter changes from the Charter Commission be scheduled for 6:30 p.m. on Monday, August 23, 2010. The motion was seconded by Councilwoman Smith and carried by unanimous voice vote with Council members Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

Travel Report: Mayor's Trip to Naka-shi, Japan

Mayor Beehan reported on his July 4–13, 2010 trip to Oak Ridge's sister city, Naka-shi, Japan, to begin the process of celebrating the 20th anniversary of the sister-city relationship. He showed photographs of the area and of the events held while he was in Naka-shi, and commented on Naka citizen visits to Oak Ridge that are anticipated to occur later this year.

Tribute to Mr. Fred Childress

Councilwoman Smith made a presentation in tribute to Mr. Fred Childress, a well-known community activist who recently lost his life in a motorcycle accident while visiting Glacier National Park in Montana.

**APPROVAL OF MINUTES**

See Consent Agenda.

**ORDINANCES**

First Reading of New Ordinances

AN ORDINANCE TO AMEND ORDINANCE NO. 2, TITLED "THE ZONING ORDINANCE OF THE CITY OF OAK RIDGE, TENNESSEE," BY AMENDING THE ZONING MAP WHICH IS MADE A PART OF THE ORDINANCE BY CHANGING THE ZONING DISTRICT OF PARCEL 015.00, ANDERSON COUNTY TAX MAP 100A, GROUP C, AND PARCEL 016.00, MAP 100A, GROUP C, FROM IND-1, INDUSTRIAL, TO R-4, HIGH DENSITY RESIDENTIAL; AND AMENDING THE COMPREHENSIVE PLAN'S LAND USE PLAN BY CHANGING THE DESIGNATION OF SAID PARCELS FROM B, BUSINESS TO R, RESIDENTIAL.

Councilwoman Smith moved that the ordinance be approved on first reading. The motion was seconded by Councilman Hensley and after brief deliberation, it carried by voice vote with Council members Garcia Garland, Hayes, Hensley, Miller, Mosby, and Smith voting "Aye." Mayor Beehan recused himself because as a realtor he is the listing agent on the subject property.

Adoption of Ordinances (Second Reading) - None

**RESOLUTIONS**

General Resolutions

Resolution No. 8-79-10
**A resolution authorizing the submittal of a grant application to the Tennessee Department of Transportation for an Operating Assistance Grant to reimburse the City for up to fifty percent (50%) of the net operating expenses of the City's Public Transportation Program in the estimated amount of $268,424.00.**

Councilwoman Smith moved that the resolution be adopted, seconded by Councilman Hensley.

Deliberations were brief with Mr. Gary Cinder and Ms. Athanasia Senecal, a Community Development Specialist in the City's Community Development Department, responding to the Council's questions and comments.

The resolution was adopted by unanimous voice vote with Council members Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

Resolution No. 8-80-10
**A resolution endorsing the City of Knoxville's grant application from the United States Department of Housing and Urban Development (HUD) for a Sustainable Communities Regional Planning Grant to improve regional planning, and approving the Memorandum of Understanding to be prepared by the City of Knoxville between the participating regional governmental entities.**

Councilwoman Smith moved that the resolution be adopted, seconded by Councilman Hensley.

Deliberations were brief with Ms. Kathryn Baldwin, the City's Director of Community Development, responding to the Council's questions and comments.

The resolution was adopted by unanimous voice vote with Council members Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

Bids and Contracts

Resolution No. 8-81-10
**A resolution awarding bids in the estimated total amount of $403,117.00 to WESCO Distribution, Inc., Chattanooga, Tennessee, for the furnishing of 26 assorted three-phase pad mounted transformers in the estimated amount of $356,764.00; and to ERMCO Distribution Transformers, c/o Utility Sales Agency, LLC, Lenoir City Tennessee, for the furnishing of seven (7) assorted three-phase pad mounted transformers in the estimated amount of $46,353.00.**

Councilwoman Smith moved that the resolution be adopted. The motion was seconded by Councilman Hayes and after brief deliberation, it carried by unanimous voice vote with Council members Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye"

Resolution No. 8-82-10
**A resolution authorizing the City to enter into a Commercial and Industrial Efficiency Advice and Incentive Agreement with the Tennessee Valley Authority to encourage energy efficiency and demand reduction by commercial and industrial customers.**

Councilman Hayes moved that the resolution be adopted. The motion was seconded by Councilman Hensley and after brief deliberation, it carried by unanimous voice vote with Council members Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

Resolution No. 8-83-10
**A resolution amending the lease agreement between the City and Oak Ridge Communications & Telephone for the Louisiana Avenue Reservoir Site to increase the leased space to approximately 2,352 square feet, to increase the base rent amount for the current term to $2,069.76, and to add two (2) additional five-year renewal options, thereby extending the potential leased term through March 23, 2032.**

Councilwoman Miller moved that the resolution be adopted. The motion was seconded by Councilman Hensley and after brief deliberation, it carried by unanimous voice vote with Council members Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

## ELECTIONS

### Oak Ridge Housing Authority

Councilwoman Miller moved that Ms. Dorothy Hightower be elected by acclamation to serve on the Board of Commissioners of the Oak Ridge Housing Authority for a five-year term of office commencing on August 18, 2010. The motion was seconded by Councilman Hensley and carried by unanimous voice vote with Council members Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye." There were no other candidates.

### Personnel Advisory Board

Councilwoman Smith moved that Messrs. Jonathan Forstrom and William R. (Randy) Tedford be elected by acclamation to serve on the Personnel Advisory Board of the City of Oak Ridge for three-year terms of office commencing on September 1, 2010. The motion was seconded by Councilman Hensley and carried by unanimous voice vote with Council members Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye." There were no other candidates.

### Notice of Elections

Mayor Beehan announced that four (4) elections are scheduled for the September 13, 2010 City Council meeting to appoint:

- Four (4) members to the Environmental Quality Advisory Board, one of whom shall be an Oak Ridge High School student.
- Two (2) members to the Highland View Redevelopment Advisory Board.

- One (1) member to the Board of Plumbing Examiners.
- One (1) member to the Traffic Safety Advisory Board who shall be an Oak Ridge High School student.

The deadline for filing is 5:00 p.m. on Tuesday, August 31, 2010.

**COMMUNICATIONS**

**A communication from Mr. Tim Holt, 1007 W. Outer Drive, requesting endorsement of a resolution supporting the opinion stated by United States Supreme Court Judge Stevens as part of the minority opinion in the *Citizens United vs FEC* decision.**

Councilwoman Miller moved that the communication be received for the record, seconded by Councilman Hensley.

Mayor Beehan recognized Mr. Tim Holt who spoke in support of his communication. Supporting comments were also presented by Mr. Fred Stephens of 109 Caldwell Drive and Mr. James Holsopple of 128 S. Purdue Avenue.

Mayor Beehan recommended that this issue be referred to the Council's Intergovernmental Relations Committee for review and return of a recommendation to City Council. There was some question as to whether this committee was properly constituted at this time, but it was agreed that this matter could be resolved and upon reconstitution, if necessary, the issue would be reviewed and a recommendation returned to City Council as expeditiously as possible.

Councilman Mosby moved that the motion to receive this communication for the record be amended to provide for its referral to the Council's Intergovernmental Relations Committee. The motion was seconded by Councilman Hensley and carried by unanimous voice vote with Council members Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

The main motion was adopted, as amended, by unanimous voice vote with Council members Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

**A communication from Ms. Virginia Jones, 103 Burgess Lane, requesting that City Council convene a group of interested and knowledgeable citizens, some of whom would be conversant in the behavioral and social sciences, "to address the tragic death of Mr. Rodney Eugene Harris on July 18, 2010."[1]**

Councilwoman Garcia Garland moved that the communication be received for the record, seconded by Councilwoman Smith.

The Mayor recognized Ms. Virginia Jones who presented a statement in elaboration of her request. Several other citizens made statements relevant to this issue. They were:

Mr. Bob Benning, representing Ridgeview Psychiatric Hospital and Center
Mr. Michael Ritter, 118 Newport Road, Oak Ridge
Ms. Shirley Pruitt, 531 W. Broad Street, Clinton
Ms. Leslie El-Sayad, 175-177 N. Purdue Avenue, Oak Ridge

[1] A verbatim transcript of the discussion related to this communication is attached to these minutes.

Ms. Rose Weaver, 142 Hendrix Drive, Oak Ridge
Ms. Patricia Fain, 926 W. Outer Drive, Oak Ridge
Ms. Lynda Lewis, 430 Villanova Road, Oak Ridge
Mr. James Lewis, 103 Newark Lane, Oak Ridge (may not be current residence)
Ms. Beulah Harris, 102 Henley Road, Oak Ridge

Participating staff members were the City Manager, the City Attorney, and Police Chief David Beams.

Councilwoman Smith moved that the motion to receive the communication for the record be amended to provide for its referral to the City Manager for evaluation and reporting on the underlying issues. The motion was seconded by Councilman Hensley and carried by unanimous voice vote with Council members Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

The main motion was adopted, as amended, with Council members Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

**CITY MANAGER'S REPORT**

The City Manager reported briefly on this, the first day of his employment with the City of Oak Ridge.

**CITY ATTORNEY'S REPORT** - None

**ADJOURNMENT**

The meeting adjourned at 8:55 p.m.

Jacquelyn J. Bernard
City Clerk

# TRANSCRIPT OF COMMUNICATIONS PORTION OF THE AUGUST 9, 2010 MEETING OF THE OAK RIDGE CITY COUNCIL

**A communication from Ms. Virginia Jones, 103 Burgess Lane, requesting that City Council convene a group of interested and knowledgeable citizens, some of whom would be conversant in the behavioral and social sciences, "to address the tragic death of Mr. Rodney Eugene Harris on July 18, 2010." [SEE ATTACHMENT A.]**

Mayor Beehan: What I am going to do here again is ask for a motion to receive this for the record before we begin the discussion.

Councilwoman Garcia Garland: So move.

Councilwoman Smith: Second.

Mayor Beehan: I will also reference if you would before the discussion begins.... You have in your box and, hopefully, you have with you a memo from Police Chief Beams and he referenced this item and it's going to be on the agenda, and it will be discussed here in a minute. I will caution those members of council that I do believe that there is a possibility of a civil suit arising from this incident. And so as you know, when you make remarks in public, on the record, Council, it could easily result in members being called to testify about these remarks or comments in trial or deposition. So, I caution you to be very careful as we discuss this item. I see Ms. Jones is at the podium–if you would, Ms. Jones.

Ms. Virginia Jones: My name is Virginia Jones. I live at 103 Burgess Lane in Oak Ridge. I am grateful for the opportunity to speak to you tonight about the sad circumstances of the shooting death of Mr. Rodney Harris on July 18th when someone made a call about his behavior. It seemed to me in reading about this tragic event that it might be reasonable and very useful to ask for review of whether or not more training for Police Officers might prevent any such occurrence in the future. Since proposing this idea, information has come to my attention which I believe someone else tonight will speak about. I would therefore like to use the time I have to ask the Council to consider that a crisis can provide an opportunity for growth and deeper understanding. It can lead to a kind of taking stock and asking if things need to be done differently. One particular thing I would like to bring to the Council's attention, especially in this instance we are talking about, is the idea of having some sort of trauma team which could help the neighborhood. The need for debriefing and supportive listening exists for all involved in a traumatic incident. I guess my main concern is that somehow...we wait until the report is in and somehow this will kind of be forgotten. I think the City has a duty to tend to the needs also of the people in that neighborhood and offer them at least as much support as is given to officials. Thank you for listening to this citizen's concerns.

Mayor Beehan: Thanks, Ms. Jones... appreciate it. Yes sir, give your name and address please.

Mr. Bob Benning: I'm Bob Benning, 123 Garnet Lane. I'm here representing Ridgeview Psychiatric Hospital and Center. Virginia and I had a very timely discussion on Friday, and I believe the goals that she was setting forth and the goals that we've been involved in have the same direction. I shared with Virginia that on April 29th Ridgeview and the National Alliance for the Mentally Ill, Tennessee Branch and the Knoxville Branch, and the Mental Health Association of Tennessee convened a meeting in Anderson County – approximately thirty-two individuals representing about that number of agencies. The individuals involved included two representatives from the Oak Ridge Police Department, the Clinton Police Department, the Anderson County Sheriff's Department, the District Attorney's Office, the Public Defenders Office, the Department of Veterans Affairs, and several other agencies including Ridgeview staff. The whole goal was to look at the very kind of model that Virginia was talking about. And we invited in from Memphis three experts including Dr. Dupont and his associate from the University of Memphis, Sarah Pillsbury, and Major Sam Cochran of the Memphis Police. Memphis developed a model that is a nationwide *Best Practice* several years ago that is being carried out in large and small communities, and it represents an effort to bring together significant community partners, which we did, and talk about the core elements of such a crisis team that would be directed at those individuals who have mental illnesses and who are in a state of emergency and the police officers who may be called in those situations. I can tell you from the outcome of that first meeting that there was very much interest at the community level. There is another meeting scheduled in late September to get together with the participants again. We asked them at the first meeting on April 29th if they would be willing to talk about it with their individual agencies, and we'll be getting back to them and we look forward to bringing in the consultants again to go to the next level. Thank you very much.

Mayor Beehan: Thank you, Mr. Benning. I appreciate your comments.

Mr. Michael Ritter: My name is Michael Ritter and I live at 118 Newport Road. You mentioned that there is a statement by Captain Beams?

Mayor Beehan: Chief Beams.

Mr. Michael Ritter: What I would like to do if I could is ask that it be made part of the record.

Mayor Beehan: Sure. It's City property so if we have it, it's part of the record. **[SEE ATTACHMENT B.]**

Mayor Beehan: Yes ma'am, if you would please.

Ms. Shirley Pruitt: My name is Shirley Pruitt and I live at 531 W. Broad Street (Clinton). The gentleman that they are speaking of is my brother-in-law and I would like to also note, as Ms. Virginia said, you know there needs to be something done; there needs to be more training; officers need to know how to deal with mental patients. I have two children that have chemical imbalances, and I guess the gentleman that just spoke before I did said that they held this seminar, this meeting, and when my children get to the point that myself or my husband can't control them and we have to call the Sheriff's Department, they come. They do not come at them with guns drawn or talking to them in a loud commanding voice. They talk to them very calmly, so they can take control of the situation. And what I'm looking at is: Was there any training for these officers, so that instead of yelling and screaming they could have used their resources? Did they use all of the resources that they had? Where were your riot gear? I mean the man only weighed one-hundred-thirty-five pounds. So, where was all your equipment that you needed; instead was that the only resource that they had? I, his sisters and his brothers are here and we just want answers. We want to know why and what led up to this tragic incident. And all they are asking for is answers, and they want better training for the officers, so this will not happen to somebody else's family. There was a law that was made that was to protect him, and that law cost him his life. He became a victim because of the law that was made. Thank you.

Mayor Beehan: Thank you.

Ms. Leslie El-Sayad: My name is Leslie El-Sayad and I have a residence at 175-177 N. Purdue. I'm also president of NAMI Oak Ridge, which is National Alliance on Mental Illness, and Vice President for East Tennessee for NAMI Tennessee. And we have for many years, as parents of persons with mental illness, struggled to try and have trainings and make police sensitive to our particular relatives on a case-by-case basis when we know that they are having problems. But death by police is a common way for mentally ill people, especially who are in the extremes of psychosis, to die. My own son, 12 years ago, was very well handled by two young officers who came to our home and took him to Lakeshore. But, that isn't always the case and he did not resist or get agitated, which was our greatest fear, but we had no other choice but to call the police and try to get him some help. That seems to be in many cases the only way to get someone help when they are in a state of loss of reality. So I hope that you will invite the National Alliance on Mental Illness to be a part of this group, this citizens' review group, and that you will seriously consider the crisis intervention training which Bob Benning spoke of because it has been a well-proven national model for overcoming these things so that officers don't have to go through the pain of having killed somebody and we don't have to be afraid of the police. Thank you.

Mayor Beehan: Thank you.

Ms. Rose Weaver: I'm Rose Weaver. I live at 142 Hendrix Drive. And, I just did some research myself because I can't imagine that anything like this would have happened in the City of Oak Ridge. It's so ironic that it happened because I went to the website and found out on June 11, 2010 in St. Paul, Minnesota, a lady that was a bipolar female was playing her music too loud and a neighbor called the police officer. The female was armed with a knife; the Police Officer shot her because he wasn't aware that this person was mentally ill. The same situation that happened in Oak Ridge, Tennessee, has happened all throughout the United States, and just not with mentally ill persons but because there is not training or there may not have been training to sensitize Police Officers on how to react to people. As a result of this in Minneapolis, all of the Police Officers have received training in crisis intervention, but beyond that they've also received training in diversity and racial profiling. I'm hoping that as a result of this, that we as a city can look forward and try to prepare for the future because of what has happened with additional training for our Police Officers. And, as a result of that we may be able to look ahead for the future so that the Oak Ridge citizens can work with the Police Officers. Knoxville has had similar problems and as a result of that they have put together a citizens' review board – a Police Advisory Review Board – that reviews on a regular basis incidents involving police action. And, as a result of that, there is a better relationship; there is better training and better understanding. So the past is behind us and we need to learn from it because the future is ahead. I would hate to see another Oak Ridge citizen lose their life.

Mayor Beehan: Thank you, Rose.

Ms. Pat Fain: Pat Fain, 926 W. Outer Drive. For the last fourteen years I have chaired a committee on human rights for individuals who have a dual diagnosis of mental retardation and mental health for the State of Tennessee, for the department of individuals with disabilities. We meet monthly in Knoxville and we see people from the entire eastern region of Tennessee. And I wanted to tell you tonight that the State has a program of dealing with people in a very safe, very appropriate manner. We see these people through our committee on a monthly basis. We meet them; we talk to them. We have people who have pulled knives and guns and razors, who have set things on fire, who have hurt themselves, who have hurt their staff people, who have hurt other people. And what the State has going right now is a program for training people in how to behave when someone gets out of control in a manner that safeguards both themselves and the individuals. It's an incredibly successful program. There are trained people all over Eastern Tennessee who have the credentials to do this and who could become available to you all as a very good resource. Because what I've seen over the fourteen years that I've been doing this is that they are able to calm people down, they are able to sometimes restrain them without hurting them, they are able to keep staff from being hurt and hospitalized, and they are able

to keep themselves from being hurt and hospitalized. It's a very structured kind of training that goes on, but the individuals who do the training are highly competent individuals and they exist right today within the state of Tennessee, within East Tennessee. And, I'd be very happy to act as a resource to help you all be in touch with this kind of training if you need it. Thank you.

Mayor Beehan: Thank you very much, Ms. Fain. We have a motion.... I'm sorry...okay...if you would please, name and address.

Ms. Lynda Lewis: I am Lynda Lewis, currently at 430 Villanova. And, I actually had some prepared things and I am going to share some of them, but I guess one thing that came to mind was just the way the Police Chief has handled his comments to the media. And I do think that's something that was even revealed here, because I said whether there are civil or criminal judgments that transpire, if we seem more concerned about covering our assets than about making certain that this was not an injustice, I think that's wrong. So, I'll begin with that. A key factor in how police officers use firearms is the attitude of the Police Chief. If the Chief stresses conduct that respects the sanctity of human life and follows up through close administrative review, line officers will respond accordingly. The manner in which the Police Department responds to civilian complaints establishes a tone. And if the tone is negative, the community response can be adversarial and even hostile when an incident of police use of excessive force occurs. There is one very outstanding error that said that is was pouring rain when Mr. Harris was walking across the street. That is not so. People were sitting out in their yards. The firing by the Police resulted in bullets going into the homes, the bedrooms and the living rooms of some of the people who were there. So to me, that is rather an utter disregard of the safety of the public. One of the things that I do believe is that the pre-existing condition that we have already of race relations in the community, especially Police/community relations, is already tenuous. Then I think when you add the nature of the incident, type and nature of force used – deadly, excessively...(unintelligible)...if so, the circumstances surrounding the incident and concurrent police actions, including actions taken by other police officers at the scene and statements made by the officers and the Police Chief, then we really need to give serious consideration.... It's not a matter of blaming, it's a matter of correcting. And when you hear a statement that says the Police Officers acted appropriately, that may be so because it may be saying that they acted according to policy. But if so, the policy really needs to be reviewed.

Frederick Douglass many, many years ago said that all that's necessary is to determine the treatment to which the people are willing to endure quietly to determine and predict the degree of injustice that they will be subjected to. Stephen Covey said that unexpressed feelings don't die; they just come back later and usually in uglier ways. I'd like for us to try practice "think win-win and seek first to understand, then to be understood" in the efforts that we make to get this situation under control. Thank you.

Mayor Beehan: Thank you very much. Let me clarify one thing as I understand it. There are investigations under way at this moment by the Tennessee Bureau of Investigation and by the District Attorney's Office, so it is not just being looked at by the City and the Police Department. So, I think I needed to clarify that.

Mr. James Lewis: My name is James Lewis, 103 Newark Lane. This is where I have resided for many years....

Mayor Beehan: James, pull that microphone up.

Mr. James Lewis: Pull the microphone up? I have resided in this city at 103 Newark Lane for many years. I'm also a member of the NAACP. I'd like to echo what was said by Ms. Lewis and also Rose Weaver and the others. My father suffered from schizophrenia because of an ailment in the war. I lived with this for most of my life. I've observed this and I've seen how this was managing him. There was a major difference in the community that I grew up in, as she suggested. The Police in the community were...(unintelligible)...in those days, but most of those went to church with us; they were familiar with the people in the community. When we had an incident of this type and they were called, they understood who lived in the community; they were aware of where they worked; they met with the family; they knew. I think it is a sad thing that we can track child molesters; we know where they stay. But when we have people that are mentally ill, I think they need to be identified and tracked. There are means in which we can go about doing this in a better way to assist and to help identify when we have weaknesses within our system. I also like to echo the fact that I think that the community is very tense. I think there is frustration in the community of how we interact. I listened to the Mayor's show where he had gone to Japan. I guess the last time I was involved really in a school board meeting, I remember saying this, "I wonder sometimes if you have ever spent time like in a Sunday school class." Come and find out what we are about, come and interact with us...(unintelligible).... I think that holds true for not only him but the Police and other members of this community. I think if you get involved with this community, you may find out that we know who is sick; we know who needs assistance. You may be able to learn from that. It is my hope that this family...and I really felt for them because I went to the funeral. Very seldom do I go to something that touches my heart very sadly. As I look at the old movies and I look at some of the things that happen and you see people that are almost helpless not knowing what to do, and all they could say was that the brother went to a homecoming. And I think it is sad for the community of faith in this area needs to come together to look at this. And I would like to challenge the new City Manager, whoever he is or may be, that we start out by meeting with him, and start looking at the types of things that we can do to improve relationships in this community, because I think they are very tense, I think when you get national attention.... I was so saddened by the...(unintelligible).... I don't know if many people have followed that, but that was another retarded man that lost his life. And I think if

you look at that.... And I'm not condemning this Police Department. A lot of times...I've read their procedures; I've looked at them. I think it's up to us, and training also needs to be done on our side of the house. And the reason I say that is because I don't think we know what you can be shot for. I think that so often our kids, our children, don't know. We don't have classes; we don't have literature. I think they need to see that. We had a pastor that was the head of DOT (?) – Reverend Bridgeman. I think there is enough talent in this area that we need to sit down and develop something for both sides. And bring about some transparency to what is going on, and to help both sides come together and hopefully we can improve the system in this city.

Mayor Beehan: Thank you very much. We appreciate it. Councilwoman Smith.

Councilwoman Smith: I appreciate all the folks who've spoken about their feelings on this and we've heard a lot of really good information. I think it's difficult, as the Mayor has said, for us to attempt to cure what happened. That's happened, but we need to build for the future and I've asked last week that we look hard at how our police are trained and make sure that our police are given the right tools to do the right job. And that's not to cast any aspersions on the police, but we are always learning. I wouldn't want the policeman's job but I know that they need the tools of training as well as the tools of their cars and some of the other things that this Council buys for them to do an effective job. I am hoping that we as a Council can get some information on where the police are these days, and look at some of these other innovations that are out there. The Memphis model that Ms. Jones and Mr. Benning have talked about looks like an excellent place to be starting. I have a couple of specific questions right now regarding some of the information that was presented to us. One has to do with the counseling of folks in the neighborhood. I gather that the police who were involved in this incident had some counseling, but I'm wondering whether we were able as a City to offer any kind of assistance or whether Ridgeview was able to offer any assistance to people in the neighborhood who observed this event, heard this event, and have to process it.

Mr. Bob Benning: This is one of the items that Virginia and I talked about last Friday and as I said to her, Ridgeview has a trained staff to go into any situation where a request is made. We look to the schools to make those kinds of requests, especially as it relates to students. In the cases that some emergencies that have come up, we have publicized in the paper. I've given Virginia at her request information that she said she would share with members of the community that she's familiar with as to how they can access services at Ridgeview should the need be evident to them. And I can assure you and the individuals here that there is no reason that cost should be an issue or a barrier to receive any services that an individual would seek.

Councilwoman Smith: Thanks. Another question, it's been reported that there were bullets fired

into some of the homes in the neighborhood. I hadn't heard that before today, and if that's the case I think that we as a City have an obligation to do something about that. I'm not sure what something is but I hope that staff can pursue that, or maybe already have. I don't know.

Mayor Beehan: I would assume that the TBI and the District Attorney will make that part of their report and I'm sure we are going to get a copy of that.

Councilwoman Smith: Well, if somebody's got a hole in their window, it needs to be repaired before the TBI comes back with their report.

Mayor Beehan: I didn't know what you were asking.

Councilwoman Smith: I'm not concerned about who did what to whom but making sure that the needs of folks in the neighborhood are addressed.

Mayor Beehan: I got you. Thank you. Councilman Mosby.

Councilman Mosby: I'd just like to point out that we've heard some very articulate accounts of...this situation. It was well thought out and it was presented to us in a very honest and very forthright manner, and I think that regardless of the investigation's outcome, we need to make sure that there are answers to these questions and we need to also make sure that the result of this investigation is completely broadcast and reported to the public. Do you care to comment on the level of this investigation and how the results as far as this Council is concerned are going to be provided to the citizens in an attempt to answer some of these questions and in addition to address some of these other issues.

Mayor Beehan: What I would do would be either turn to the City Attorney or the Police Chief to tell about that, because I have not inquired as to any (aspect) of the situation because I felt it was appropriate that the agencies that were handling this do it first. So I have no thought on that.

City Attorney Ken Krushenski: That's exactly right. The agency, TBI, will handle it. They will refer their findings to the District Attorney General and then the DA and his folks will get together and decide how to handle whatever the result is of the investigation. But while the investigation is pending, the better procedure is to allow the investigation to take place and let it run its course, and then when the findings are made public everybody will see the results of it. I was in the DA's office in another circuit for four years and we went through investigations (that were) similar, and we called the TBI in and they are a very professional group and they will do the right thing. And it will go to the District Attorney General and

then whatever recommendations they make will be public.

Ms. Lynda Lewis: I am probably out of order, but....

Mayor Beehan: You are out of order, and you are out of order too (Michael Ritter rose to speak). Please sit down. You can get up in a minute, but the Council is discussing right now. We'll get back to both of you, okay?

Councilman Hensley: You know I would like to thank the people who presented what they had to say in a very calm and honorable way and it gives me great concern, especially what Mr. Lewis said about the potential and possible existing divisions in the community that may be just back there below the surface. And that's something that I guess.... I don't want to put too much on Mark his first night here, but I think that's something that the City Manager could look at and make recommendations for how with new initiatives that we could kind of address this. Now some of the same issues came up when we had the crime seminars and its still back there in the same way. And so I would very much like to see us address this and face this in the next few months.

Mayor Beehan: Thank you. Councilwoman Garcia Garland.

Councilwoman Garcia Garland: I see Mr. Watson hesitating and I would be glad to hear what he has to say.

City Manager Mark Watson: Mayor and Council...Councilmember Hensley in kind of response.... The letter that you have in front of you tonight is one that references a specific event and as you look at procedures and protocols and training levels and things like that, those are matters that I would work and review with the Chief of Police and determine our present status. If there are new models or techniques that are out there, then that's something that we need to be aware of, but I don't have any information on that yet. But that's part of oversight of the Police Department and falls under the City Manager's purview to work with them, to work with neighbors in the community. I think some of the eloquent comments that we've heard tonight allow me some inroads to work with the Police Chief and talk to the community, and learn more about those concerns.

Councilman Hensley: Can I respond?

Mayor Beehan: Yes, please.

Councilman Hensley: I don't want to look at the specifics of this because of the Chief's letter and

the ongoing TBI investigation that the attorney has mentioned here. What I'm talking about is in the line of visioning – visioning, which you know a lot of our goal is to do visioning and put some kind of vision in place, and I would like to see that vision include some of these divisions that seem to exist and get rid of them, you know, by some means. And that's a long-term thing but it's still doable.

Mr. Watson: It's entirely appropriate.

Mayor Beehan: Councilwoman Garcia Garland.

Councilwoman Garcia Garland: Thank you, Charlie, that was a good idea. What I'd like to add to it is in terms of process. I would like to see the City Council itself hold a work session to which we invite members of the community – to which they are always welcome at our work sessions – but specifically directed at considering ways in which the community can bring ourselves together better. Also to consider what resources we might want to provide for more tools to our officers. I'm one of the children who grew up being told that if you get lost or get in trouble, find a policeman. When I was 22, I moved to the big city of San Francisco and the most exciting, encouraging thing that happened to me the first night I got off the bus was to see pairs of police officers walking the streets of the city and smiling and speaking to everyone. I think that our officers are just as heartbroken as I to think that there are citizens who are reluctant to engage their assistance. This is a situation which has been creeping up on a lot of parts of our country, and I really applaud all of you for coming here tonight and calmly requesting that we as a community do something about it.

Mayor Beehan: Thank you very much. Mayor Pro Tem Miller.

Mayor Pro Tem Miller: I just wanted to comment to all the visitors who spoke tonight and to assure them that we have a city manager who has a lot of experience working with diversity. The population of Yuma was...(speaking to the City Manager)...tell me, remind me again...

Mr. Watson: 55% Hispanic.

Mayor Pro Tem Miller (continuing): ...55% Hispanic and I remember that really stood out in your resume to me, because what a talent that is and what skills you have in successfully working with those.... So I think he is here at the right time for us; I feel very confident as we move forward on addressing some of these issues of the community. Obviously, there are some concerns that we are not sensitive to overall so thank you for bringing those to our attention.

Mayor Beehan: Ms. Lewis, did you want to...oops, sorry...over there at the microphone, and

then, Mr. Ritter, did you want to say something?

Ms. Lynda Lewis: I think it's being addressed 'cause my concern was it sounded like it was going to be put off until the TBI investigation came in, and that's not...because we don't have to look at the specifics of just.... I understand that that's something that until the full investigation is finished.... But the underlying concerns and circumstances are what we are talking about, and I feel to wait six months would not be very good, so it sounds like you have already arrived at that conclusion and that was the only comment I wanted to make.

Mayor Beehan: Thank you very much. Mr. Ritter, did you.... You were up and I asked you to sit down. If you would please.

Mr. Michael Ritter: I wanted to make council aware of.... So this is being investigated by the TBI and there are many, many former deputies that are with the TBI. So the question is: Is this going to be a fair investigation? In addition to the fact that the TBI report – the investigation that they are making – under the statute is confidential. No one can see it – no one, not any member of the public, any member of this family – and they can hold it as long as they want to hold it until they say the report is complete. So I wanted the council to know that.

Mayor Beehan: Thank you very much. One more and then we will go because we are starting to....

Ms. Leslie El-Sayad: I just wanted to remind the council that there is no need to reinvent the wheel, that the CIT, which was Crisis Intervention Training, was developed in Memphis which has a majority of African American citizens. And so as respect towards racial differences, towards mental health issues and everything, the CIT has already developed a process by which communities can collaborate and help this situation to be developed into an appropriate amount of training. For anyone the training is there.... The collaboration – it gets like we did on April 29th, got together all those individuals and they could tell what their concerns were and so that the community owns the program and it feels involved. So, no need to reinvent and go around and get a special sort of process going. If you follow the CIT process, it has proven time and again in large and small communities to be successful.

Mayor Beehan: Thank you very much. Councilman Hayes.

Councilman Hayes: Thank you, Mayor. First I would like to offer my condolences to Mr. Harris and his family as well as the police officers. They all need our support. As I hear what is transpiring here, it seems that one thing that we are interested in, of most importance is: What are the

facts of this event. Secondly, what training program do we have in place and what do we need to do. And again, I would hope that this community would come together and work as one entity in making things better in Oak Ridge. Thank you.

Mayor Beehan: Thank you, Councilman Hayes. Yes, sir.

Mr. Charles Jones: My name is Charles Jones, 103 Burgess Lane. I had a quick question. You mentioned earlier in the presentation that Chief Beams had written a memo that would be made public. Can you tell us when and how that will happen?

Mayor Beehan: I can give it to you right now if you want it. Is that quick enough? You can have mine if you want it. Okay.

Ms. Beulah Harris: Hi, my name is Beulah Harris and I'm his sister, and I just want everyone to know that his name is Rod Eugene Harris, not Rodney. And that the "polices," they did know him and they knew him very well. And I'd just like to know whether or not if those "polices" are back on the force?

Mayor Beehan: Thank you very much. Okay, I'm sorry. Councilwoman Garcia Garland.

Councilwoman Garcia Garland: Could we please tell the folks at home where they can find a copy of the Chief's memo.

Mayor Beehan: If it's not on the website, it will be. I'm not sure if it's on there or not to be honest with you.

Councilwoman Garcia Garland: Where will it be placed?

Mayor Beehan: Under City Council....

City Manager Mark Watson: We'll make sure it's placed there.

Mayor Beehan: It should be under City Council agendas; that's where it should go.

Councilwoman Garcia Garland: So, it will be included with the record of the agenda for this meeting?

Mr. Watson: It will go along with this letter, yes sir.

Councilwoman Garcia Garland: Thank you, sir.

Mayor Beehan: Councilman Mosby.

Councilman Mosby: Just real quickly.... Ms. Harris, I didn't catch the last thing that you said. Could you repeat that please?

Ms. Beulah Harris: Yes, sir. I'd just like to know whether or not...if the "polices" are back on the force?

Councilman Mosby: Oh, okay.

Mayor Beehan: I'll ask the.... The police chief is shaking his head. I think they were – and tell me if I'm wrong – but I think they were put on leave for a short while. They never were off the force, and are they back on patrol now?

Police Chief David Beams: Yes.

Mayor Beehan: They are now back on patrol. Okay, we have a motion to receive this for the record, but I hear a lot more conversation going on and I guess what I would ask.... Let me talk a little bit and see if this makes some sense. I think the City Manager and the Police Chief have sat here and heard this and I guess I would ask that we pass this on to the City Manager for consideration, not in the form of a motion but I guess ask him to bring some sort of report back on how this.... And just for the record, in my mind we are not talking about the specifics of this incident, but we're talking about how we can and do handle situations for the mentally ill and others in our community who come face to face with our police. It could be we have...I mean I don't know for sure what our training is right now but I guess that's what we are talking about at the higher level.

Councilman Hensley: And what may be options....

Mayor Beehan: Well, that should be part of it, I would think, and I think Bob Benning and Ridgeview certainly have a wealth of information and have already started the process, and I think that's a resource, plus there are others that ought to be brought to bear on this. City Manager.

City Manager Mark Watson: Mr. Mayor and City Council, let me just say that one of the things that I see tonight is the lack of some facts; you know, what our officers are required to be trained for, what

kind of training do they receive, and there's new programs. We don't exactly know what the new programs are. So, the people that spoke tonight, if I could give them my card and we would gather some facts together and bring those back to the Council so that you have a clearer picture of what's out there and what options there are. So, we'll take that approach.

Mayor Beehan: And that's kind of what I was asking. You just said it a lot better than I did. Councilwoman Smith.

Councilwoman Smith: I was going to propose an amendment to the motion on the floor which was to receive this letter for the record. My amendment would be to refer the letter to the City Manager for evaluation and reporting on the underlying issues.

Councilman Hensley: Second.

Mayor Beehan: I think that captures everything. There is a motion and a second. All of those.... Councilman Mosby.

Councilman Mosby: Ms. Smith, is there a timeline associated with your thoughts or...?

Councilwoman Smith: Well, like everything else, as soon as possible. I'm not sure what's the best time frame. Iif you want to suggest one....

Mayor Beehan: I would ask.... I think Mark sits here and hears that we are concerned about it and there is some urgency to it. Let him find out what he's going to find out and get back to us.

Councilman Mosby: I guess the point I want to make is that we should not just kind of let this sit around and wait. We need to respond immediately. I don't see why we couldn't respond at our next meeting.

Mayor Beehan: Let him..... Go ahead, Mark.

Mr. Watson: I think we can respond with the factual information that you need fairly quickly. And we'll get that back so that you kind of understand what is available, and we'll follow up over the next few weeks.

Mayor Beehan: Councilwoman Garcia Garland.

Councilwoman Garcia Garland: Since we have a special meeting scheduled for the 23rd (of August), could we not have a preliminary work session in which we gather whatever information the City Manager has acquired?

Mayor Beehan: I would like to have the recommendation from the City Manager on how to proceed with that, and to strap us into a work session right now, not knowing, I think would be premature. That would be my suggestion – not that we shouldn't do it at some point and time, but I think there needs to be a lot of work done here, and a report.

Mr. Watson: Mr. Mayor and Council, I'm a little bit behind the eight ball and would certainly want to consult with the City Attorney, and understand the requirements under Tennessee police procedures. So there are a few things I'm going to have to verify in developing a document for you that will come out and certainly be public record, and provide that to the community and yourselves.

Mayor Beehan: Okay, thank you. We've got a motion and a second – an amendment – and I'm going to vote on that. All of those in favor of the amendment, signify by saying "Aye."

City Council: Aye (unanimously)

Mayor Beehan: Those opposed, say "No." (There were none.) Before we vote on the entire motion, do you want to say something, please?

Ms. Shirley Pruitt: I just have one question to ask. The officers that were involved in this, are they back on the job or are they still...?

Mayor Beehan: They are back on the job, yes.

Ms. Shirley Pruitt: And the investigation is still going on?

Mayor Beehan: Yes.

Ms. Shirley Pruitt: Well, I would also like to know...would like to say if it's possible.... We'd like to thank everybody for their concern but still the family would like to have some answers, and they would like to know – all of these policies and things that you all are talking about making and changing, why wasn't they thought of before this tragedy happened to this family? Because....

Mayor Beehan: We are not sure that they weren't. I think that's part of what we are asking the

City Manager to find out. He will give us that information.

Ms. Shirley Pruitt: Because we're not going...they are not going to let this rest until they have some answers, because he died and most of them knew that he was a mental patient, and as many resources as they have out here, someone should have been able to call and take care of him without all of this. It never should have resulted to this. My brother-in-law died and he lost his life; he left a son; he left a wife; he left a brother; he left three sisters and a brother in Virginia – somebody, something that they'll never see again. He won't get to see his son walk across the stage and graduate; he will never get to see his nieces, his great nieces or any of that. He was taken away from them. I have not cried, not one time, because I've been so angry for what was done to him, and what was done to my family. And we want answers, and we will not stop and we will not rest until we get answers as to why he lost his life. Animals get treated better, was treated better than he was. They treated him like he was some kind of wild animal...(unintelligible).... And we are not resting until we get answers. Thank you.

Mayor Beehan: Thank you very much. Okay, we have a motion before the Council and an amendment has been made to that motion. All those in favor of that motion, signify by saying "Aye."

City Council: Aye (unanimously)

Mayor Beehan: Opposed? (There were none.) Thank you very much.

# ATTACHMENT A

**Bernard, Jacquelyn**

**From:** Charles and Virginia Jones [cavjones@bellsouth.net]
**Sent:** Monday, July 26, 2010 10:30 AM
**To:** Bernard, Jacquelyn
**Cc:** Jones C. and V.
**Subject:** Study Panel--FINAL DOCUMENT

JACKIE--This is the final Communication for the City Council Meeting on August 9th. Thanks, Virginia

To Jacquelyn Bernard, City Clerk

I am writing to ask that a request to the City Council be put on the Agenda for the August 9th Meeting: the request is for the Council to convene a group of interested and knowledgeable citizens, some of whom would be conversant in the behavioral and social sciences to address the tragic death of Mr. Rodney Eugene Harris on July 18, 2010. This group would make recommendations based on a study of events surrounding his death, as well as gather information about what has been learned in other communities in similar situations. The purpose of this study panel would be not to criticize, but to gather information and make suggestions.
Some members of the panel could be drawn from the School of Social Work at the University of Tennessee, as well as the administration of Ridgeview, or private practitioners.

Again, the purpose of this panel would not be to point a finger of accusation, but to address the concerns of all involved in this event and to make recommendations for the future.

Respectfully,

Virginia Jones
483-8944

# ATTACHMENT B

## Memorandum

**Date:** August 3, 2010

**To:** Ken Krushenski, City Attorney

**From:** David H. Beams, Chief of Police

**RE:** August 9, 2010 Council Meeting

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On Council's agenda for the August 9, 2010 meeting, under Communications, is a communication from Virginia Jones. In her communication she requests that City Council convene a group of interested and knowledgeable citizens, some of whom would be conversant in the behavioral and social sciences "to address the tragic death of Mr. Rodney Eugene Harris on July 18, 2010."

As you know there is some possibility of a civil suit arising from the incident mentioned by Ms. Jones. As you also know, remarks made in public, on the record, by Council could easily result in a Council member being called to testify about those remarks or comments in a trial or deposition. Depending on remarks or comments made, the testimony could be for the Plaintiff and against the City.

I strongly urge you to advise Council of this potential issue prior to the August 9th meeting.

Also, I am sure you are aware that neither the Police Department nor the TBI could cooperate with a "group of interested citizens," if such a group were established by Council, due to evidentiary considerations. This incident is being actively investigated by the TBI for the Attorney General's review.

I hope that you will communicate my concerns, which are in the City's best interest, to Council. Feel free to provide them with a copy of this memo. They can contact me personally if so desired.

Respectfully,

David H. Beams

cc: Gary Cinder, Interim City Manager
Mark Watson, City Manager
Penny Sissom, Personnel Director

# MINUTES OF THE
# OAK RIDGE CITY COUNCIL SPECIAL MEETING

August 23, 2010

A special meeting of the City Council of the City of Oak Ridge, Tennessee, convened at 6:30 p.m. on August 23, 2010 in the Courtroom of the Municipal Building with Mayor Thomas L. Beehan presiding.

## INVOCATION

The Invocation was given by Councilman David N. Mosby.

## PLEDGE OF ALLEGIANCE

Mr. Chuck Agle, Chairman of the Oak Ridge Charter Commission, led the Pledge of Allegiance to the Flag of the United States of America.

## ROLL CALL

The following members of Council were present: Anne Garcia Garland, Thomas W. Hayes, L. Charles Hensley, D. Jane Miller, David N. Mosby, Ellen D. Smith, and Mayor Thomas L. Beehan.

Also present were Mark S. Watson, City Manager; Kenneth R. Krushenski, City Attorney; Steven W. Jenkins, Deputy City Manager; and Jacquelyn J. Bernard, City Clerk

## RESOLUTION

Resolution No. 8-84-10
**A resolution receiving for the record the proposed amendments to the Oak Ridge City Charter developed by the Charter Commission elected on November 4, 2008, and requesting that the Anderson and Roane County Election Commissions cause the amendment questions to be placed on the ballot for the November 2, 2010 general state election.**

Councilwoman Miller moved that the resolution be adopted, seconded by Councilwoman Smith.

Deliberations were brief, with the City Attorney and Mr. Chuck Agle, Chairman of the Charter Commission, responding to the Council's questions and comments. Mr. Agle also presented a brief review of the process that culminated in the proposed charter amendment questions, as listed in the resolution, and confirmed that those questions have been approved by the Charter Commission.

The Mayor recognized other members of the Charter Commission who were present at this meeting, including Ms. Patricia Postma, Ms. Virginia Jones, Ms. Patricia Fain, Mr. David McCoy, Dr. Gene Caldwell, and Mr. Leonard Abbatiello.

The resolution was adopted by unanimous electronic vote with Council members Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

## ADJOURNMENT

The meeting adjourned at 6:45 p.m.

Jacquelyn J. Bernard
City Clerk

RECREATION AND PARKS MEMORANDUM
10-09

DATE: August 30, 2010

TO: Mark S. Watson, City Manager

FROM: Josh Collins, Recreation and Parks Director

SUBJECT: CEDAR HILL PLAYGROUND CONSTRUCTION MANAGEMENT

The accompanying Resolution awards a professional services contract to Leathers and Associates, Ithaca, New York, for design and construction management for the Cedar Hill Park playground in the estimated amount of $38,500.

The proposed project envisions a repeat of the 1988 playground construction effort that attracted over 1,200 volunteers from the area, received substantial design input from city elementary schools, and resulted in the creation of a unique amenity for the City. In 1987-88, the Cedar Hill Neighborhood Association contracted with Leathers and Associates to design a community playground for Cedar Hill Park that was unlike other playgrounds being constructed by the City. Volunteer committees were formed to provide support for the effort. Leathers and Associates designed the playground, developed the materials list, specified the required equipment, and supervised the construction. During the weeklong construction period, bankers, doctors, administrators, schoolteachers, labor union members, and retired federal workers came together to build a one-of-a-kind playground.

Since that time, the playground has been a required stop for neighborhood children, daycares, school classes, and out-of-town visitors. Although the playground has received regular maintenance over the years, heavy use and outdoor conditions have taken their toll on the equipment. Last fall, the department received notice from Leathers and Associates that many of its 20+-year-old treated wood playgrounds nationwide are undergoing major renovation and replacement. With changing ADA, ASTM, and Consumer Product Safety Council regulations and guidelines, Leathers and Associates is contacting past clients to offer assistance with updating the treated wood units.

The department, in concert with several of the original Cedar Hill Neighborhood Association members, hopes to pull the community back together in 2011 to construct a new Cedar Hill Park playground. The current treated wood structure would be replaced with recycled plastic that would require minimum maintenance and could have a 50-year life expectancy. The materials budget for the project is estimated at $151,500. The process would include community input into the design and community volunteers for construction. Funding for the project has been included in the Capital Improvements Program for fiscal year 2011.

Attachments

City Manager's Comments:

I have reviewed the above issue and recommend Council action as outlined in this document.

Mark S Watson — Mark S. Watson

9/1/2010 — Date

NUMBER _____

**RESOLUTION**

WHEREAS, in 1988, the current playground at Cedar Hill Park was constructed by over 1,200 volunteers based upon plans created by Leathers and Associates under contract with the Cedar Hill Neighborhood Association and with substantial design input from the elementary schools; and

WHEREAS, the current playground at Cedar Hill Park is constructed of treated wood and has received regular maintenance over the years, however, heavy use and outdoor conditions have taken a toll on the equipment; and

WHEREAS, Leathers and Associates has submitted a proposal to construct design plans for a new universally accessible playground at Cedar Hill Park which will meet ADA, ASTM and Consumer Product Safety Council regulations and guidelines, and will be constructed of recycled plastic materials which will require less maintenance; and

WHEREAS, the City, in concert with several of the original Cedar Hill Neighborhood Association members, hopes to pull the community back together to construct the new playground with volunteers in 2011; and

WHEREAS, the City Manager recommends the proposal of Leathers and Associates be accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is approved and a Professional Services Agreement between the City of Oak Ridge and Leathers and Associates, 18 Eastlake Road, Ithaca, New York 14850, for the provision of professional design services to prepare plans and specifications to construct a universally accessible playground at Cedar Hill Park, as well as services relating to construction oversight, in the estimated amount of $38,500.00, and in strict accordance with the terms and provisions in the proposal as submitted, dated August 24, 2010, is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the appropriate legal instruments to accomplish the same.

This the 13th day of September 2010.

APPROVED AS TO FORM AND LEGALITY:

City Attorney

Mayor

City Clerk

LEATHERS ASSOCIATES

UNIQUE PLAYGROUNDS. IMAGINED BY CHILDREN. BUILT BY COMMUNITY

24 August 2010

Jon Hetrick
100 Woodbury Lane
Oak Ridge, TN 37830

Re: Estimated Proposal for Community Built Playground Project

Dear Jon:

Please find attached an estimated proposal based on a project with an estimated budget of $190,000. This estimates shows the use of all plastic (structural recycled plastic and recycled plastic composite) for materials.

The design development fees have an increase due to the increase in size and scope. Please keep in mind that it may be necessary to increase the build to six days. If doing so, the construction consultation fee will increase accordingly. Until we get to design day, it's difficult to estimate number of days.

I will create an electronic planning tool for you to help create a fundraising plan and monitor progress. A username and password will also be created for you to access our online Teamwork project management system. This will prove to be extremely helping in staying on track.

You may contact me on our toll free number, 877-564-6464 ext. 232, with any questions regarding this proposal. We are open Monday through Friday from 8:00am-5:00pm EST. Feel free to utilize my cell number (607-592-0881) if you are unable to connect with me at the office or if you have questions after hours. I look forward to working with you on an exciting new playground project.

Sincerely,

Kyle Cundy
Community Organizer and Project Manager

18 Eastlake Road Ithaca, NY 14850 TOLL FREE 877 564-6464 FAX 607 277-1433

www.leathersassociates.com

# ESTIMATED PROPOSAL

DATE: 8/24/10
Project Manager: To be determined
Construction Week: To be determined (Projected build: April 2011)

**READ THIS ENTIRE PROPOSAL CAREFULLY. IT CONTAINS IMPORTANT INFORMATION FOR YOUR PROJECT.**

This proposal constitutes an estimate of the work our office will provide for your project and the associated fees. The fees described in this proposal assume that we are providing standard services based on the schematic provided after Design Day, as summarized in both Section H of our "Playground Planning Guide" and this document. **The fees outlined here will vary only if additional work is requested or required**. Examples of work that may generate additional fees include details above and beyond those necessary for us to build the project, perspective drawings, a major change in the projects scope or site.

The construction phase will not change except by mutual agreement between Leathers & Associates and the community. Certain conditions may be encountered during construction that significantly affects consultants' total number of hours. Variables such as weather and low volunteer turnout are impossible to identify until the time of construction and may affect the total hour's necessary for construction consultation. However, additional fees will be charged only if construction continues beyond the final scheduled day.

The following pages contain an outline of the services we are to provide. If you have any questions about this proposal, please contact us by **TO BE DETERMINED**. Otherwise, we will assume the proposal is acceptable and will proceed with your project.

18 Eastlake Road Ithaca, NY 14850 TOLL FREE 877 564-6464 FAX 607 277-1433

www.leathersassociates.com

The following is an outline of fees for Leathers & Associates' professional services:

| | |
|---|---|
| **DESIGN PHASE** | |
| Design Phase Fee | $ 950 |
| Estimated Design Day Travel (airfare & travel time) | $ 1,000 |
| **CONSTRUCTION PHASE** | $ 950 |
| *(The Construction Phase fee confirms your construction date and is due upon acceptance of your proposal.)* | |
| **DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE** | |
| Design Development | |
| Detailed Drawings, Materials list, & Project management services | $ 19,000 |
| **ORGANIZATION PHASE** | |
| Organization Phase Fee | $ 1,400 |
| Estimated Organization Day Travel (airfare & travel time) | $ 1,000 |
| **TOTAL FOR PRE-CONSTRUCTION SERVICES** | $ 24,300 |

All pre-construction bills are due three weeks from date of invoice, and are subject to a 1.5% per month surcharge on any outstanding balance after due date (annual percentage rate of 18%).

* * * *

**CONSTRUCTION PHASE (estimated for a 6 day build)**

| | |
|---|---|
| Construction Consultants | $ 13,000 |
| Estimated Construction Travel | $ 1,200 |
| (Includes airfare. Hotel is typically secured as a donation by a local hotel, motel or B&B) | |
| Estimated Materials Cost (All-Plastic) | $ 151,500 |

(Includes all construction materials necessary to complete the playground, including safety surfacing.)

**ESTIMATED OVERALL BUDGET** **$190,000**

All fees are subject to change; see attached for further explanation of fees. Your completed playground will be worth 2-3 times what it cost to be built.

**BASIC SERVICES**

The Basic Services consist of the four phases described below.

## DESIGN PHASE

A representative of Leathers & Associates shall consult with the committee to ascertain the requirements of the project and on establishing design goals and the initial scope of the project. The firm shall prepare schematic design studies, consisting of drawings and other documents illustrating the scale and relationship of project components for approval by the committee.

## DESIGN DEVELOPMENT/CONSTRUCTION DOCUMENTS PHASE

Design Development

Leathers & Associates shall review and consult with the committee on the schematic design and shall incorporate the design feedback requested by the committee. Leathers & Associates shall refine and change the schematic design to conform with the current safety and accessibility guidelines (ASTM F1487, CPSC Pub. No. 325, and ADA Accessibility Guidelines for Play Areas) and to fit site and utility requirements. Individual details, traffic flow and budget constraints shall be considered. Drawings will meet all Australian safety guidelines for public playgrounds.

Construction Documents

Leathers & Associates shall prepare from the developed design, for approval by the committee, the working drawings and specifications setting forth the requirements for the construction of the entire project. These documents typically consist of plan view drawings, site drawing with stakeout and post information, materials list and specifications.

Leathers & Associates shall assist the committee in filing the required documents for the approval of governmental authorities having jurisdiction over the project. It is, however, the committee's responsibility to identify any such requirements and authorities and to follow through with any required filings.

The community will be assigned a project manager, who will serve as the community's main contact from shortly after Design Day through the construction of the project. The project manager is available from 8 a.m. to 5 p.m. Eastern Time and can be reached by telephone, email or fax. All project management is included in the design development and construction documents phase fee.

Final Materials Takeoff Phase

Along with working drawings and specifications setting forth the requirements for the construction of the entire project, Leathers & Associates shall provide the community with a Final Materials List, enabling the community to purchase or obtain donations for all materials necessary for the completion of the project. A suppliers list and specifications for materials are part of this list.

## ORGANIZATION PHASE

Leathers & Associates shall provide organizing and coordinating assistance and support by phone to the committee. A representative of Leathers & Associates shall also conduct Organization Day meetings with the committee.

## CONSTRUCTION PHASE

Leathers & Associates shall provide construction consultants who will be present at the site during construction. The consultants shall work with the committee during construction to provide observation of construction and interpretation of drawings.

The construction consultants shall familiarize themselves generally with the progress and quality of the work and determine in general if the work is proceeding in accordance with the construction drawings. The construction consultants shall be the interpreters of the requirements of the construction documents and the impartial judges of the performance thereunder by the volunteers.

The construction consultants shall have the authority to reject work that does not conform to the construction documents. Whenever, in their reasonable opinion, they consider it necessary or advisable to ensure the proper implementation of the intent of the construction documents, they shall have authority to require replacement of any work at any stage of construction. The construction consultants' decisions shall be final if consistent with the intent of the construction documents.

The construction consultants shall conduct a final inspection upon substantial completion of the work and shall prepare a punch list for the committee's use to accomplish full completion of the project.

Leathers & Associates shall receive and review the punch list and shall issue a certificate of substantial completion.

## PAYMENT OF FEES

All bills preceding construction are due three weeks from the invoice date. Construction consultation fees are due on the final day of construction.

Payment schedule

| Phase | Approximate Due dates |
|---|---|
| Design phase | Before Design Day |
| Design development/construction documents phase | Three weeks after receiving documents |
| Organization phase | Before Organization Day |
| Construction phase | Last day of construction |

All invoices are subject to a 1.5% per month surcharge on any unpaid balance after the due date (annual percentage rate of 18%).

# GOVERNMENT AND PUBLIC AFFAIRS MEMORANDUM
## 10-04

TO: Mark S. Watson
City Manager

FROM: Amy Fitzgerald, Ph.D.
Government and Public Affairs Coordinator

DATE: August 31, 2010

RE: **Resolution Authorizing An Amendment to the Energy Parks Memorandum of Understanding (MOU) Establishing a Regional Integrated Transportation Project Within the Oak Ridge Energy Corridor**

An item for the September 13th City Council meeting is the adoption of the attached resolution authorizing an amendment to the subject MOU to add two additional participants: the National Oceanic and Atmospheric Administration (NOAA) and the Oak Ridge Utility District (ORUD).

As you may be aware, City Council adopted Resolution 1-12-10 authorizing the city's participation in the MOU *Establishing a Regional Integrated Transportation Project* in order to participate in the planning and implementation of a regional sustainability initiative that can provide benefits to the Oak Ridge community. The MOU was signed by participating parties at a ceremony held at the National Transportation Research Center on February 18, 2010. In June, Council adopted Resolution 7-68-10 authorizing an amendment to the MOU in order to add the East Tennessee Human Resource Agency (ETHRA) and the Knoxville Area Transit (KAT).

In the course of preparing the city's TIGER II grant application this summer, it became apparent that NOAA's participation in the integrated transportation planning would be instrumental in providing the science--more specifically, designing the science protocols and experimental design for the background measurement of $CO_2$, and to quantify the reduction in the carbon footprint for alternative transportation initiatives. The Atmospheric Turbulence and Diffusion Division located here in Oak Ridge has received approval to participate in the MOU.

In addition, the Oak Ridge Utility District recently convened a focus group to discuss sustainability requirements for fleet management. At the meeting, the East Tennessee Clean Fuels Executive Director gave a presentation regarding the possibility of building a compressed natural gas refueling station for the greater Oak Ridge area. The ORUD's participation in the MOU could be very beneficial in the event funding opportunities for compressed natural gas vehicles for fleet and/or transit use become available.

With the addition of these two key organizations, the MOU represents a broad range of interests that can assist in the development of comprehensive transportation planning and implementation for Oak Ridge. Staff recommends adoption of the resolution.

Amy S. Fitzgerald

Amy S. Fitzgerald

**City Manager's Comments:**

I have reviewed the above issue and recommend Council action as outlined in this document.

Mark S Watson 9/1/10

Mark S. Watson, City Manager — Date

**NUMBER** 1-12-10

**RESOLUTION**

WHEREAS, the U.S. Department of Energy (DOE), has established an Energy Parks initiative designed to utilize DOE assets and expertise for projects that support national goals including greater energy-efficiency, energy security, and reductions in emissions to the environment; and

WHEREAS, pursuant to the Energy Parks initiative, key organizations including the City of Oak Ridge, the DOE, the Oak Ridge National Laboratory, the Y-12 National Security Complex, Oak Ridge Associated Universities, the National Transportation and Research Center, the Knoxville Regional Transportation Planning Organization, the Metropolitan Knoxville Airport Authority, and the Community Reuse Organization of East Tennessee (the Parties) have the facilities, capabilities and resources to effectively foster the development of energy technologies to serve regional needs and national goals; and

WHEREAS, the Oak Ridge Energy Corridor (the Corridor) has been defined as the region including Oak Ridge and parts of Blount, Knox and Anderson Counties, and an Executive Director has been appointed to coordinate Energy Parks initiatives within the Corridor; and

WHEREAS, the Parties desire to enter into a Memorandum of Understanding (MOU) in support the Energy Parks initiative entitled *Establishing a Regional Integrated Transportation Project* within the Oak Ridge Energy Corridor; and

WHEREAS, projects developed through implementation of the MOU can assist the City of Oak Ridge realize the emissions reduction targets adopted by City Council Resolution 8-79-09 as a component of the Local Governments for Sustainability (ICLEI) milestones; and

WHEREAS, the City Manager recommends that the City of Oak Ridge sign the MOU *Establishing a Regional Integrated Transportation Project* in order to participate in the planning and implementation of a regional sustainability initiative that can result in tangible benefits to the Oak Ridge community.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is approved and the City of Oak Ridge will sign the MOU *Establishing a Regional Integrated Transportation Project* in order to participate in the planning and implementation of a regional sustainability initiative that can result in tangible benefits to the Oak Ridge community.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the appropriate legal documents to accomplish the same.

This the 11th day of January 2010.

APPROVED AS TO FORM AND LEGALITY:

Kenneth R. Krushenski — City Attorney

Thomas O. Beeler — Mayor

Jacqueline J. Bernard — City Clerk

NUMBER 7-68-10

**RESOLUTION**

WHEREAS, the U.S. Department of Energy (DOE), has established an Energy Parks initiative designed to utilize DOE assets and expertise for projects that support national goals including greater energy-efficiency, energy security, and reductions in emissions to the environment; and

WHEREAS, pursuant to the Energy Parks initiative, key organizations including the City of Oak Ridge, the DOE, the Oak Ridge National Laboratory, the Y-12 National Security Complex, Oak Ridge Associated Universities, the National Transportation and Research Center, the Knoxville Regional Transportation Planning Organization, the Metropolitan Knoxville Airport Authority, and the Community Reuse Organization of East Tennessee (the Parties) have the facilities, capabilities and resources to effectively foster the development of energy technologies to serve regional needs and national goals; and

WHEREAS, the Oak Ridge Energy Corridor (the Corridor) has been defined as the region including Oak Ridge and parts of Blount, Knox and Anderson Counties, and an Executive Director has been appointed to coordinate Energy Parks initiatives within the Corridor; and

WHEREAS, pursuant to Resolution 1-12-10, the City of Oak Ridge entered into a Memorandum of Understanding (MOU) in support the Energy Parks initiative entitled *Establishing a Regional Integrated Transportation Project* within the Oak Ridge Energy Corridor; and

WHEREAS, projects developed through implementation of the MOU can assist the City of Oak Ridge realize the emissions reduction targets adopted by City Council Resolution 8-79-09 as a component of the Local Governments for Sustainability (ICLEI) milestones; and

WHEREAS, the East Tennessee Human Resource Agency (ETHRA) and the Knoxville Area Transit (KAT) desire to participate as a Party to the MOU; and

WHEREAS, the Parties desire the participation of ETHRA and KAT; and

WHEREAS, the Interim City Manager recommends that the City of Oak Ridge authorize an amendment to the MOU *Establishing a Regional Integrated Transportation Project* in order to add the East Tennessee Human Resource Agency and Knoxville Area Transit as Parties to participate in the planning and implementation of a regional sustainability initiative that can result in tangible benefits to the Oak Ridge community.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the Interim City Manager is approved and the City of Oak Ridge authorizes an amendment to the MOU *Establishing a Regional Integrated Transportation Project* in order to add the East Tennessee Human Resource Agency and Knoxville Area Transit as Parties to participate in the planning and implementation of a regional sustainability initiative that can result in tangible benefits to the Oak Ridge community.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the appropriate legal instruments to accomplish the same.

This the 12th day of June 2010.

APPROVED AS TO FORM AND LEGALITY:

City Attorney

Mayor Pro Tem

City Clerk

# MEMORANDUM OF UNDERSTANDING

**among**
**THE CITY OF OAK RIDGE, TENNESSEE**
**and**
**METROPOLITAN KNOXVILLE MUNICIPAL AIRPORT AUTHORITY**
**and**
**KNOXVILLE REGIONAL TRANSPORTATION PLANNING ORGANIZATION**
**and**
**THE UNITED STATES DEPARTMENT OF ENERGY**
**and**
**UT-BATTELLE, LLC as Management and Contracting Operator for OAK RIDGE NATIONAL LABORATORY**
**and**
**OAK RIDGE ASSOCIATED UNIVIERSITIES**
**and**
**Y-12 NATIONAL SECURITY COMPLEX**
**and**
**THE COMMUNITY REUSE ORGANIZATION OF EAST TENNESSEE**
**on**

***Establishing a Regional Integrated Transportation Project***

## I. OBJECTIVE

This Memorandum of Understanding (MOU) establishes a framework for continuing cooperation among the City of Oak Ridge ("the City"), the U.S. Department of Energy ("DOE"), UT-Battelle, LLC ("UT-Battelle") as management and operating contractor for Oak Ridge National Laboratory ("ORNL"), the Y-12 National Security Complex ("Y-12"), Oak Ridge Associated Universities ("ORAU"), the Knoxville Regional Transportation Planning Organization ("TPO"), the Metropolitan Knoxville Airport Authority ("MKAA"), and the Community Reuse Organization of East Tennessee ("CROET"), hereinafter referred to as "the Parties."

The objective of this MOU is to use the cooperation among the Parties to develop and implement a regional integrated transportation project within the Oak Ridge Energy Corridor (the Corridor), which is the geographic area in which the Parties are located. The Parties, by signing this agreement, pledge to work together to provide for the planning and implementation of a regional multimodal transportation system to demonstrate a safe, energy efficient and economical solution to a regional transportation challenge.

## II. BACKGROUND

The Oak Ridge Energy Corridor provides a unique opportunity to test and demonstrate a scalable solution to a complex transportation challenge. The Oak Ridge-Knoxville region is unique in that commuter traffic is extremely high for a metropolitan area of its size. This corridor is a microcosm of current energy challenges experienced throughout the country and provides a demonstration region for a project that will positively impact national transportation and energy security.

The demonstration project will include alternatively fueled mass transit vehicles, integrated recharging and parking facilities for electric and hybrid vehicles, and intelligent transportation technology. In addition, interconnected bike and pedestrian paths will terminate at key parking and destination locations.

The Parties have a long history of cooperation. Their participation in this initiative will support the following outcomes:

- Enhanced electric vehicle use, minimized carbon footprint, and emissions reductions in a region that experiences non-attainment challenges,
- A platform to test, demonstrate, and evaluate intelligent transportation technology utilizing the expertise at the TDOT, ORNL, and Y-12.
- A public transportation opportunity for an underserved population in a community with a high influx of commuter traffic.
- An education opportunity for other regional transportation planning organizations during implementation of energy and environmentally sound transportation projects.

## III. IMPLEMENTATION

A coordinating committee comprised of senior-level individuals from each of the Parties will meet periodically to continue communication, evaluate opportunities to obtain the implementing resources, resolve issues, and provide guidance. The project will be conducted under the energy park initiative in the area designated as the Oak Ridge Energy Corridor.

## IV. ADMINISTRATION

This MOU is being entered into for the mutual benefit of the Parties and each Party intends to pursue the objectives set out in this MOU. While the Parties intend to pursue the objectives defined in this MOU, this MOU does not constitute a commitment of funding, intellectual property rights, or other resources by either Party. This MOU does not create any legally binding obligations. Any commitment of funds, intellectual property rights, disclosure of proprietary information, or other resources shall be made under a separate agreement and subject to the availability of funding. Likewise, this MOU does not supersede or void any existing understandings or agreements between or among the Parties.

Each Party acknowledges that it is responsible for its own compliance with all U.S. export control laws and regulations; and each party acknowledges it will not knowingly export directly or indirectly, through its affiliates, licensees, or subsidiaries, any export controlled hardware, software, or technical data in the performance of this MOU without a required license/authority which will be obtained by the responsible Party from the appropriate U.S. authority.

Issues may arise which cannot be resolved between the project personnel. Such issues should be raised to supervisory or managerial personnel for direct communication between the Parties.

For activities and operations conducted at ORNL, employees, staff and assignees will follow UT-Battelle's environment, safety, health, and security requirements and procedures. Research activities must be performed under a Research Safety Summary approved by UT-Battelle.

The Parties shall comply with all applicable federal, state, and local laws and ordinances and pertinent DOE orders.

This MOU will be in effect for a period of five (5) years effective upon the date of the last signature and may be extended or modified by mutual written agreement of the Parties. Any Party may terminate this MOU by giving written notice to the other Parties.

## V. AUTHENTICATION

Those individuals whose signatures appear below hereby certify that they are authorized to sign on behalf of the respective Parties to this MOU. This MOU will be executed in a fashion that each Party will receive one document with original signatures by all, and is not effective until signed by all Parties.

Signature Page

_____
Dr. Tom B. Ballard
Director of Partnerships, UT-Battelle for
Oak Ridge National Laboratory

_____
Thomas L. Beehan
Mayor, City of Oak Ridge

_____
Gerald Boyd
Manager, DOE Oak Ridge Office

_____
Lawrence Young
President and CEO, CROET

_____
Kirk Huddleston
Chairman, Board of Commissioners,
Metropolitan Knoxville Airport Authority

_____
Mayor Don Mull, City of Alcoa
TPO Executive Board Chair

_____
Harry Anderson (Andy) Page
President and CEO, Oak Ridge Associated Universities

_____
Randy Spickard
Vice President and Executive Director of Science, Technology and Partnerships
B&W, Y-12

**NUMBER_____**

**RESOLUTION**

WHEREAS, the U.S. Department of Energy (DOE), has established an Energy Parks initiative designed to utilize DOE assets and expertise for projects that support national goals including greater energy-efficiency, energy security, and reductions in emissions to the environment; and

WHEREAS, pursuant to the Energy Parks initiative, key organizations including the City of Oak Ridge, the DOE, the Oak Ridge National Laboratory, the Y-12 National Security Complex, Oak Ridge Associated Universities, the National Transportation and Research Center, the Knoxville Regional Transportation Planning Organization, the Metropolitan Knoxville Airport Authority, the Community Reuse Organization of East Tennessee, the East Tennessee Human Resource Agency and Knoxville Area Transit (the Parties) have the facilities, capabilities and resources to effectively foster the development of energy technologies to serve regional needs and national goals; and

WHEREAS, the Oak Ridge Energy Corridor (the Corridor) has been defined as the region including Oak Ridge and parts of Blount, Knox and Anderson Counties, and an Executive Director has been appointed to coordinate Energy Parks initiatives within the Corridor; and

WHEREAS, pursuant to Resolutions 1-12-10 and 7-68-10, the City of Oak Ridge entered into a Memorandum of Understanding (MOU) in support the Energy Parks initiative entitled *Establishing a Regional Integrated Transportation Project* within the Oak Ridge Energy Corridor; and

WHEREAS, projects developed through implementation of the MOU can assist the City of Oak Ridge realize the emissions reduction targets adopted by City Council Resolution 8-79-09 as a component of the Local Governments for Sustainability (ICLEI) milestones; and

WHEREAS, the National Oceanic and Atmospheric Administration (NOAA) and the Oak Ridge Utility District (ORUD) desire to participate as a Party to the MOU; and

WHEREAS, the Parties desire the participation of NOAA and ORUD; and

WHEREAS, the City Manager recommends that the City of Oak Ridge authorize an amendment to the MOU *Establishing a Regional Integrated Transportation Project* in order to add the National Oceanic and Atmospheric Administration (NOAA) and the Oak Ridge Utility District (ORUD) as Parties to participate in the planning and implementation of a regional sustainability initiative that can result in tangible benefits to the Oak Ridge community.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is approved and the City of Oak Ridge authorizes an amendment to the MOU *Establishing a Regional Integrated Transportation Project* in order to add the National Oceanic and Atmospheric Administration (NOAA) and the Oak Ridge Utility District (ORUD) as Parties to participate in the planning and implementation of a regional sustainability initiative that can result in tangible benefits to the Oak Ridge community.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the appropriate legal documents to accomplish the same.

This the 13th day of September 2010.

APPROVED AS TO FORM AND LEGALITY:

Kurt R. Kruskevich

City Attorney

Mayor

City Clerk

**MAYOR'S MEMORANDUM**
**10-13**

DATE: September 2, 2010

TO: Fellow Members of City Council

FROM: Mayor Thomas L. Beehan

SUBJECT: APPOINTMENT OF COMMITTEE STRUCTURE REVIEW COMMITTEE

At the August 9, 2010, City Council meeting, I proposed and the Council approved the creation of a Committee Structure Review Committee with me as the Mayor to solicit members for such a committee and to develop a charge for the Council's ratification at the September 13th regular meeting. At my request, the City Clerk contacted Councilmen Thomas W. Hayes and David N. Mosby to ask if they would be willing to serve on this committee, with me as its Chair. Both agreed to do so.

I am asking that you confirm the appointment of Council members Hayes and Mosby to serve on the Committee Structure Review Committee, with myself to serve as its Chair. The charge will be to examine the functions of the Budget and Finance and Intergovernmental Relations Special Committees, along with any other of the committees that are found to need such examination, and to report the findings and recommendations in this regard to the Council for appropriate action.

Your approval of this committee and its charge will be appreciated.

Jacquelyn J. Bernard
Mayor

# Special Reports

YOUTH ADVISORY BOARD MEMORANDUM

DATE: August 25, 2010

TO: Jackie Bernard, City Clerk

THROUGH: Matt Reedy, Advisor to the YAB

FROM: Calvin Cummings, YAB Chairman

SUBJECT: Youth Advisory Board Approval of Annual Goals

At the April 25th, 2010 meeting of the Oak Ridge Youth Advisory Board, YAB members discussed goals and events for the upcoming year. Board members voted unanimously to approve the attached set of goals for the 2010-2011 term of office.

I believe the YAB will be able reach more students this year than ever before. We will be partnering with Student Council and other youth organizations in order to not only provide students with positive activities around town but to give the Board more representation in the schools. This year is shaping up to be a great one, and hopefully we will be able to make lasting relationships with other organizations and groups to further the goals of the YAB.

If there are any questions about this statement from the Youth Advisory Board, I can be reached during after-school hours at 865 387 1233.

Thank you,

*Calvin Cummings*

Calvin Cummings
YAB Chairman

# 2010-2011 YAB Goals and Objectives

## Event Chairpersons listed in ( )

1. **Sponsor five recreational activities**
   1. Battle of the Bands – April 29, 2011 (Calvin Cummings)
   2. Graduation Celebration – June 2, 2011 (YAB Seniors)
   3. Breakfast with Santa – December 4, 2010 (Sarah Stokely/Shane Harris)
   4. Ice Bowl Disc Golf Tournament– January 2011 (Rebecca Therrien/Calvin Cummings)
   5. Dodgeball Tournament - Spring 2011 (Aaron Chasan/Patrick Williams)

2. **Sponsor four recreational activities focusing on middle school students**
   1. Seasonal Disc Golf events – Fall/Spring (Calvin Cummings/Rebecca Therrien)
   2. Halloween Party Glow Room - October 28, 2010 (Nathan Stokely)
   3. Promote JakeBreak4Kids Event– October 9, 2010 (MaKenzie Mosby)
   4. Civic Center Game Room Upgrade/Game Day Event (Emily Ducko/Hannah Magill)

3. **Sponsor four educational sessions**
   1. Kid of the Month Program at Girls Incorporated (Kelsey Bell)
   2. CPR and First Aid for Teens – March 2011 (Mackenzie Stearns)
   3. TWRA Boating/Jetski Certification Class for Minors (Kelsey Warmbrod)
   4. Co-Sponsor a Y-12 FCU Financial Forum for Teens (Maggie King)

4. **Offer five community volunteer services**
   1. Promote and assist Girls Inc. with their annual golf tournament – May 2011
   2. Sponsor five children through the Angel Tree Program – November 2010
   3. Promote the Secret City Festival and recruit volunteers – June 17-18, 2011
   4. City Easter Egg Hunt – Spring 2011
   5. Sporting Goods Recycling thru Global Gear Drive – December 31, 2010

5. **Increase communication within ORHS, JMS, and RMS**
   1. Communicate regularly with Student Affairs Office and Guidance Offices (Calvin Cummings/Aaron Chasan)
   2. Promote and sponsor an event with ORHS Student Council (Calvin Cummings)
   3. Make regular announcements via Channel 15, school bulletin (Rebecca Therrien)

6. **Provide youthful insight on developments, programs, and public matters**
   1. Cedar Hill Playground Renovation 2011 (Hannah Magill)
   2. Marina Restaurant Proposal Review (Aaron Chasan/Kelsey Warmbrod)
   3. Bike Path Planning Committee (Mackenzie Stearns)
   4. City Skate Park Review (Zack Plaster)

7. **Increase Public's awareness of YAB programs**
   1. City website updates
   2. Facebook for YAB Events – updated weekly (Rebecca Therrien)
   3. News Releases to papers and school bulletins

8. **Increase communication and participation within the Board and with City Council**
   1. YAB Leadership Trip to Nashville – February 2011
   2. Focus on attendance at meetings and events
   3. State of the Youth Address - June 2011
   4. Conduct a Survey of Youth and report findings to City Council

# Ordinances
# First Reading

**COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM**
**10-74**

DATE: August 30, 2010

TO: Mark Watson, City Manager

THROUGH: Kathryn Baldwin, Community Development Director

FROM: Kahla Gentry, Senior Planner

SUBJECT: **PUD Preliminary Master Plan, Eddie Hair Tire & Auto Center, 798 Oak Ridge Turnpike. Rezoning from R-1-C/MDO to B-2 PUD and Land Use Plan Amendment from R, Residential to B, General Business for Parcel 60.00, Anderson County Tax Map 94O, Group A at 132 Tyson Road.**

An item for the City Council agenda is a request to rezone Parcel 60.00 Anderson County Tax Map 94O, Group A from R-1-C, One-Family Residential in the Manhattan District Overlay (MDO) to B-2, General Business with a Planned Unit Development (PUD) overlay. A secondary issue is approval of a Land Use Plan amendment from R, Residential to B, General Business for Parcel 60.00. The Planned Unit Development also includes Parcel 61.00, Anderson County Tax Map 94O, Group A, approved in 2008. The property proposed for rezoning has an area of approximately 0.35 acres and is located at 132 Tyson Road. The rezoning is requested in order to include the property in the Planned Unit Development for the Eddie Hair Tire and Auto Center. The Planning Commission recommended approval of the requested rezoning, Land Use Plan amendment and PUD Preliminary Master Plan by a vote of 7-0 at their regular meeting on August 26, 2010.

The rezoning is being requested to allow for improvement and expansion of an existing business, Eddie Hair Tire and Auto Center. The request for approval of a PUD overlay is made in order to address compatibility issues with the residential uses within the area. The Planning Commission approved two variances as part of their recommendation. The first variance is to allow a commercial PUD with an area of 1.92 acres, which is below the required minimum area of five acres. The Planning Commission approved the variance to allow a commercial PUD with an area less than five acres in order to memorialize compatibility issues related to the expansion and improvement of an existing business by mitigating negative offsite impacts to abutting residential property through building materials, vegetative buffers and the placement and character of structures.

The second variance request approved by the Planning Commission is to reduce the width of the landscape buffer between the parking lot and the adjoining residential lot from 20 feet to 10 feet with a fence and increased density of evergreen trees to provide a solid screen. The approval was granted because the density of planting is increased from that of a wider buffer; evergreen plantings must be used, not just deciduous plants and fencing is to be added to the vegetative buffer. By increasing the density and including evergreens and fencing the buffer is in compliance with the screening standard provided for in Section 9.08 of the PUD section of the Zoning Ordinance as well as Section 11.03 (g) of the Zoning Ordinance regarding buffers between commercial parking lots and residential property.

If the rezoning and Preliminary Master Plan is approved the next step would be a resubdivision to combine the residential lot with the business lot, followed by submittal of a site plan for review and approval by staff. Mr. Hair plans to replace the existing gas pump island and to demolish the older service center

building and replace it with a newly constructed building. An improvement to the business access will be provided by closing the existing access to Georgia near the Oak Ridge Turnpike intersection. Rezoning to B-2, General Business with a PUD overlay will provide a specific development plan for the site that addresses landscaping, access, and building design. Placement of landscaping will need adjustment based upon utility requirements and will be finalized at the site plan approval stage. The new service center area will be placed further back on the site and will be less prominent with the garage doors reoriented to face away from the Turnpike.

Staff recommends approval of the rezoning from R-1-C/MDO and amendment to the Land Use Plan Map changing the designation for the property identified on Anderson County Tax Map 94O, Group A, Parcel 60.00 from R, Residential to B, General Business to allow the improvement and expansion of an existing business. In addition staff recommends approval of the revised PUD Preliminary Master Plan based upon:

1. The location is suitable for commercial development being at the intersection of two arterial streets, one of which is a state highway.
2. There are commercial uses with commercial zoning west and south of the site with additional commercial development to the north on Georgia Avenue.
3. The PUD plan shows landscaping along Tyson Road with no access to Tyson Road
4. A dense landscaped buffer is shown between the residential and commercial property.
5. The PUD provides for a unified site design
6. Points of access onto Georgia are decreased and safety is improved by moving a point of access away from the intersection with the Oak Ridge Turnpike.
7. The PUD provides for the improvement of an existing business (new building with architectural character identified, garage doors no longer facing the Oak Ridge Turnpike, improved access and site circulation, improved landscaping)
8. Uses, are specified, reducing the number of uses allowed as compared with the base zoning district, and reducing potential conflicts with residential uses.

The PUD addresses compatibility issues related to the expansion and improvement of an existing business abutting residential property. These compatibility issues include building materials, style and character, and landscaping. In addition, the purpose of the PUD is to memorialize the limited uses proposed for the site. Without the PUD the uses allowed on the property are very broad. Staff finds the requested rezoning with a PUD overlay to be compatible with surrounding uses and zoning and in compliance with PUD requirements and recommends approval.

Karla Gentry

**City Manager's Comments:**

I have reviewed the above issue and recommend Council action as outlined in this document.

Mark S Watson 9/1/10

Mark Watson Date

STAFF REVIEW OF PROPOSED PLANNED UNIT DEVELOPMENT

Owner: Eddie Hair (Parcel 61)
James T. Normand & Jeffrey Lewis (Parcel 60)

Date: August 19, 2010

Address: 798 Oak Ridge Turnpike
& 132 Tyson Road

Anderson County Tax Map 94O,
Group A, Parcels 60, & 61,

**Location**: Located on east side of Georgia Ave. between the Oak Ridge Tpke. & Tyson Road

**Zoning:** Request rezoning for Parcel 60, 132 Tyson Road, from R-1-C in the Manhattan District Overlay to to B-2, Planned Unit Development and add to existing B-2 PUD on Parcel 61, 798 Oak Ridge Tpke.

**Approximate Area**: 1.92 **Minimum Area for Formation of PUD:** 5 acres – variance requested

**Use:** Expansion of existing tire and auto service center/commercial use.

**Maximum Height in B-2 District:** None

**Maximum Height in PUD within 200 feet of R-1, Residential** – 35 feet PUD plan shows building in compliance

**Setbacks:** Front 20 feet, Side 0 feet, Rear 0 feet

PUD 30 feet from adjoining residential property, PUD plan shows building in compliance

**Maximum Floor Area to Lot Area Ratio: 100%**

**Existing Land Use**: Tire and Auto Service Center and one single-family housing unit

a. Access: One access located on the Turnpike and two access drives on Georgia Avenue. An access drive on Georgia Avenue located near the Oak Ridge Turnpike intersection is being reduced in width. There will be no access from Tyson Road

b. Utilities: There is adequate capacity to serve the development.

**Adjacent Land Uses, Type of Development, & Zoning**:

North: The zoning is R-2, Two, Three & Four Family Residential and R-1-C, Single-Family Residential in the Manhattan District overlay. Uses include fourplex rental units and detached single-family housing units.

West: The zoning is UB-2, Unified General Business and B-2, General Business. The use is the Jackson Tower office complex.

South: The zoning is B-3, Roadside Business District. Currently there is a vacant auto dealership on the property.

East: The zoning is R-1-C, One-Family Residential within the Manhattan District Overlay with single-family detached housing units.

**Previous Rezoning Requests:**

November 1987: Request to rezone Lot 1, Block 17-CG from R-1-C to B-2 withdrawn after receiving unfavorable recommendation from Planning Commission.

December 1990: Request to rezone Lots 1 & 2, Block 17-CG from R-1-C- to B-2 denied by City Council.

February 1996: Request to rezone Lots 1 & 2, Block 17-CG from R-1-C to B-2 and UB-2 denied by City Council.

November 1997: Request to rezone Lots 1 & 2, Block 17-CG from R-1-C to B-2 and UB-2 approved by City Council.

April 2008: Request to rezone Lots 1, 2, & 3, Block 17-CG (Tax Map 94O, Group A, Parcels 61, 62 & 63) to B-2, Planned Unit Development approved by City Council.

**Comprehensive Plan:** The proposed rezoning requires amending the Land Use Plan Map from R, Residential to B, General Business for Parcel 60.00 on Anderson County Tax Map 94O Group A.

Policy L-8: The City will promote the location of intensively-designed retail, service, office, hotel, multiple-family residential, and civic activities in the Turnpike, Illinois, Rutgers vicinity and in the Jackson Square-Jackson Plaza vicinity . . .

Policy L-9: The City will also allow community-scale retail development on appropriately zoned sites having good traffic access and proper buffering from residential areas.

Policy E-5: The City will promote the use of contemporary architectural design, site planning, access control, sign standards, and landscaping techniques for new and redeveloped commercial and industrial properties so as to protect and improve the aesthetic and natural environment of the City.

Policy E-6: The City will support the growth and diversification of retail and service establishments to better serve resident consumers and broaden the city's regional shopping center function.

**Neighborhood Position:** Two residents spoke in favor of the rezoning and PUD at the Planning Commission meeting. No comments have been received against the PUD and rezoning.

**Notification of Property Owners Within 200':** Letters sent August 13, 2010

**Rezoning Signs Posted:** August 13, 2010

**Analysis**:
This rezoning and PUD Preliminary Master Plan is being submitted in order to expand and make improvements to the Eddie Hair Tire and Auto Center site. Mr. Hair plans to acquire the adjacent residential lot to incorporate into his business site. Mr. Hair wishes to separate the new tire service center from the existing building being used for tire storage. In order to have adequate area for separation of the buildings, Mr. Hair wishes to rezone and add the adjacent residential lot to the existing Planned Unit Development. If the rezoning and Preliminary Master Plan is approved the next steps would be the submittal of a resubdivision plat and a site plan for review and approval by staff. Mr. Hair plans to replace the existing pump island and to demolish the older service center building and replace it with a new building. This is a change to the previously approved PUD Master Plan that showed the new service center as an addition to the tire warehouse instead of a separate new building. Another positive change is that the garage doors are no longer shown facing the Oak Ridge Turnpike. Mr. Hair also plans to convert the tire warehouse into other commercial use. If a parapet wall is added to the building it must extend completely around the building and not partially around the building. An improvement to the business access will be provided by moving the existing access to Georgia near the Oak Ridge Turnpike intersection a greater distance from the intersection. The PUD overlay provides a development plan for the site that addresses landscaping, access, and building design. The PUD plan also lists the allowable uses for the site, omitting several uses that would otherwise be permitted with B-2 zoning.

A variance is requested to allow a commercial PUD with an area less than five acres. Staff recommends approval in order to address design issues related to improvement and expansion of an existing commercial site adjacent to residential development. A second variance is requested to reduce the landscape buffer between the residential lot and the parking lot, a length of approximately 157 feet, from 20 feet to 10 feet with an alternative of providing a privacy fence with evergreen trees and other plantings located between the fence and lot line sufficient to provide a solid landscaped buffer. Staff recommends approval finding the alternative in compliance with the screening standard provided for in Section 9.08 of the PUD section of the Zoning Ordinance as well as Section 11.03 (g) of the Zoning Ordinance regarding buffers between commercial parking lots and residential property.

The provision of screening between residential and commercial uses is a requirement of a PUD plan and as such is part of the PUD Master Plan approval. The note requesting approval of an alternative for street trees will be reviewed as part of the site plan because the number and location of street trees is a detail and requirement specified in the Zoning Ordinance requirements for site plans. Applicants are not required to have a landscape plan to this detail as part of the PUD Master Plan.

**Conclusion & Planning Staff Recommendation**:
Staff recommends approval of an amendment to the Land Use Plan Map changing the designation for the property identified on Anderson County Tax Map 94O, Group A, Parcel 60.00 from R, Residential to B, General Business and rezoning from R-1-C/MDO to B-2, PUD to allow the

improvement and expansion of an existing business as based upon the submitted PUD Preliminary Master Plan and also based upon:

1. The location is suitable for commercial development being at the intersection of two arterial streets, one of which is a state highway.
2. The existing commercial zoning and development west and south of the subject property.

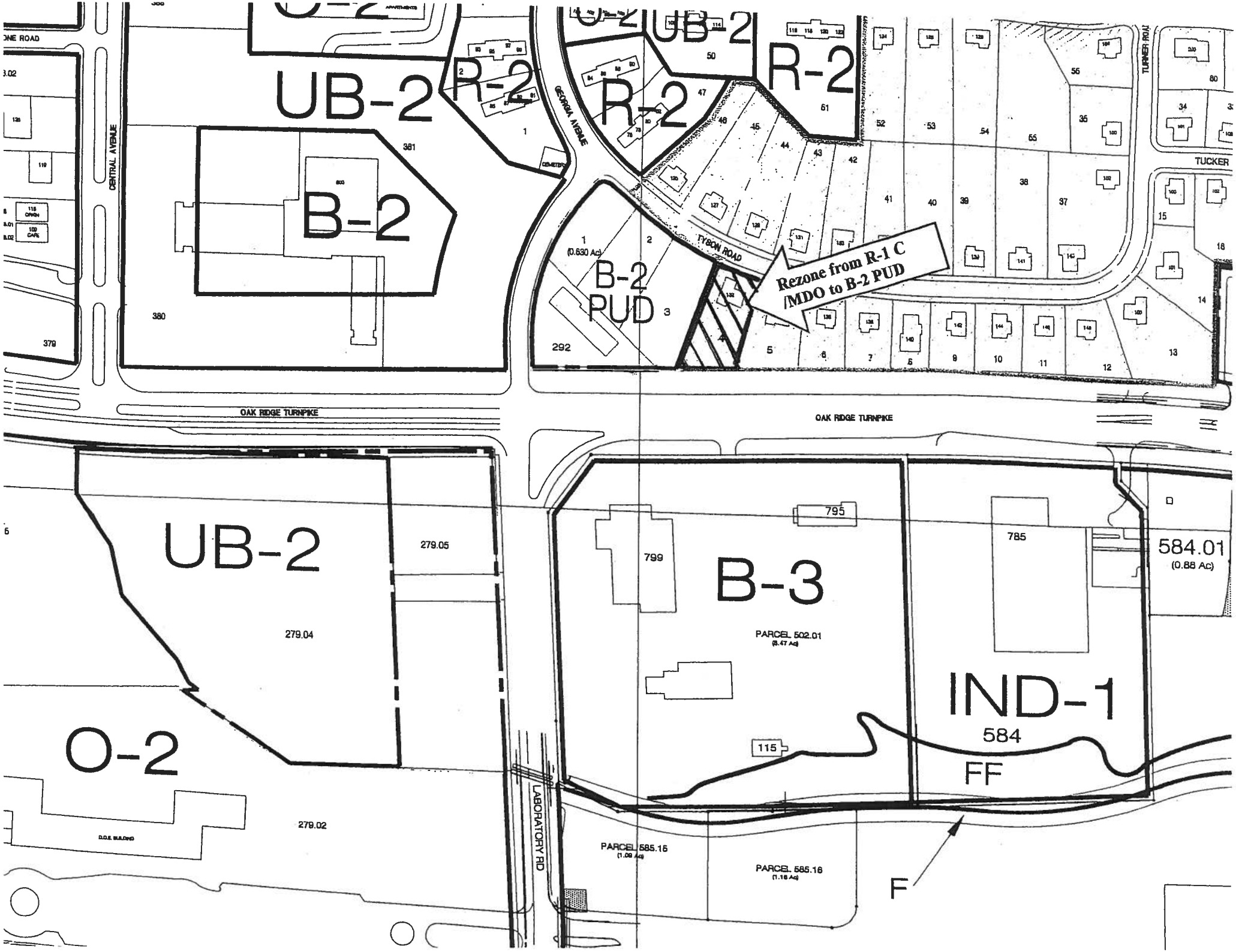
Staff recommends approval of the requested variances as follows:

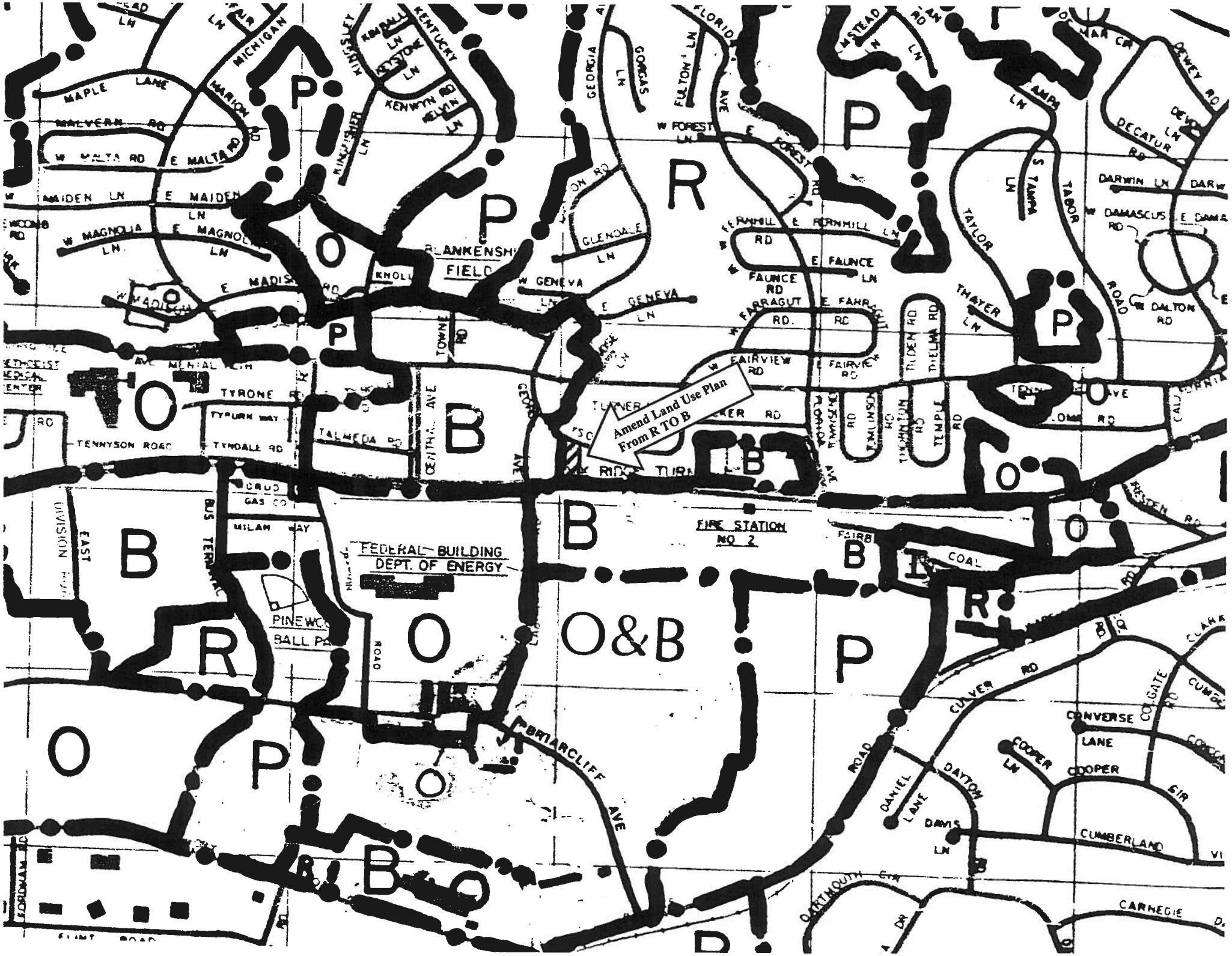
1. Allow a reduction in the minimum PUD area from 5 acres to 1.92 acres. Staff recommends approval of this variance in order to address compatibility issues related to the expansion and improvement of an existing business abutting residential property. These compatibility issues include building materials, style and character, heavy buffers. In addition, the purpose of the PUD is to memorialize the uses proposed for the site. Without the PUD the uses allowed on the property are very broad. The PUD limits the uses to those identified on the Master Plan. The site is appropriate for a commercial PUD because it is located at the intersection of two arterial roads, one of which is a state highway, and in an area of mixed use including commercial and multi-family as well as single-family.

2. Reduce landscape buffer width between parking lot and adjacent residential property from 20 feet to 10 feet. Staff recommends approval based upon the fence, evergreen trees and other plantings providing a solid landscape buffer between the residential lot and the commercial parking lot.

Staff finds the requested rezoning and revised PUD Master Plan to be compatible with surrounding uses and zoning and in compliance with PUD requirements and recommends approval.

Planning Commission Recommendation: Recommended approval by a vote of 7-0.


UB-2
R-2
B-2
B-2 PUD
(0.630 Ac)
Rezone from R-1 C /MDO to B-2 PUD
TYBOW ROAD
GEORGIA AVENUE
CENTRAL AVENUE
OAK RIDGE TURNPIKE
TUCKER
O-2
B-3
IND-1
584
FF
584.01
(0.88 Ac)
PARCEL 502.01
(8.47 Ac)
PARCEL 585.15
(1.09 Ac)
PARCEL 585.16
(1.16 Ac)
LABORATORY RD
D.O.E. BUILDING
F


Amend Land Use Plan
From R TO B
FEDERAL BUILDING
DEPT. OF ENERGY
FIRE STATION
NO 2
BLANKENSHIP
FIELD
PINEWOOD
BALL PARK
MAPLE LANE
W MALTA RD
E MALTA RD
MAIDEN LN
W MAGNOLIA LN
E MAGNOLIA LN
W MADISON
E MADISON RD
TYRONE RD
TYBURN WAY
TYNDALE RD
TENNYSON ROAD
TALMEDA RD
MILAN WAY
GAS CO
BUS TERMINAL
EAST
MICHIGAN
MARION RD
KINGSLEY
KENTUCKY
KENWYN
GEORGIA
GORGAS
FULTON LN
FLORIDA
W FOREST LN
E FOREST
GLENDALE LN
W GENEVA
E GENEVA LN
W FERNHILL RD
E FERNHILL LN
E FAUNCE LN
FAUNCE RD
W FAIRGRUT RD.
E FAIRGRUT RD
W FAIRVIEW RD
E FAIRVIEW RD
TURNER
RIDGE TURNPIKE
FLORIDA AVE
TALLINSON RD
TIMPSON RD
TEMPLE RD
DELMA RD
TAYLOR
THAYER LN
S TAMPA LN
TABOR ROAD
DECATUR RD
DEWEY RD
DARWIN LN
W DAMASCUS RD
E DAMASCUS
W DALTON RD
E DALTON
BRIARCLIFF AVE
CLAVER RD
COLGATE RD
CONVERSE LANE
COOPER LN
COOPER CIR
DAYTON ROAD
DANIEL LANE
DAVIS LN
CUMBERLAND
DARTMOUTH CIR
CARNEGIE
FORDHAM RD
FLINT ROAD
P
O
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O&B

ORDINANCE NO. _____

**TITLE**

AN ORDINANCE TO AMEND ORDINANCE NO. 2, TITLED "THE ZONING ORDINANCE OF THE CITY OF OAK RIDGE, TENNESSEE," BY AMENDING THE ZONING MAP WHICH IS MADE A PART OF THE ORDINANCE BY CHANGING THE ZONING DISTRICT OF PARCEL 060.00, MAP 94O, GROUP A, FROM R-1-C, ONE-FAMILY RESIDENTIAL IN THE MANHATTAN DISTRICT OVERLAY TO B-2/PUD, GENERAL BUSINESS WITH A PLANNED UNIT DEVELOPMENT OVERLAY, AND AMENDING THE COMPREHENSIVE PLAN'S LAND USE PLAN BY CHANGING THE DESIGNATION OF PARCEL 060.00, MAP 94O, GROUP A, FROM R, RESIDENTIAL TO B, BUSINESS.

WHEREAS, the following change has been submitted for approval or disapproval to the Oak Ridge Municipal Planning Commission and the Commission has approved the same; and

WHEREAS, a public hearing thereon has been held as required by law.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OAK RIDGE TENNESSEE:

Section 1. The district boundaries of the zoning map attached to and made a part of Ordinance No. 2, as amended, are revised in the following particulars:

| Property Description | Location | Present Zoning District | New Zoning District |
|---|---|---|---|
| Parcel 060.00, Map 94O, Group A | 132 Tyson Road | R-1-C, One-Family Residential in the Manhattan District Overlay | B-2/PUD, General Business with a Planned Unit Development Overlay |

Section 2. The change shall be imposed upon said map and shall be as much a part of Ordinance No. 2 as if fully described therein.

Section 3. The rezoning requires a major amendment to the Comprehensive Plan's Land Use Plan, and said Plan is hereby amended by changing the designation of Parcel 060.00, Map 94O, Group A, to be changed from R, Residential to B, Business.

Section 4. The Planned Unit Development Revised Preliminary Master Plan for *Eddie Hair Tire Store*, as shown on Best and Associates drawings received August 30, 2010, is hereby approved.

Section 5. This ordinance shall become effective ten (10) days after adoption on second reading, the welfare of the City of Oak Ridge requiring it.

APPROVED AS TO FORM AND LEGALITY:

_____
City Attorney

_____
Mayor

_____
City Clerk

Public Hearing: _____
First Reading: _____
Publication Date: _____
Second Reading: _____
Publication Date: _____
Effective Date: _____

**PUBLIC WORKS MEMORANDUM**
**10-22**

**DATE:** August 30, 2010

**TO:** Mark S. Watson, City Manager

**THROUGH:** Gary M. Cinder, Director of Public Works GMC

**FROM:** Steven R. Byrd, City Engineer

**SUBJECT:** **STATE ROUTE 95 (OAK RIDGE TURNPIKE) – SPEED LIMIT CHANGES**

The accompanying Ordinance sections authorize approval of speed limit changes along Oak Ridge Turnpike from Illinois Avenue (State Route 62) to Westover Drive as identified on the enclosed drawing. The project is near completion and the contractor will install new speed limit zones in accordance with the project design plans. The new speed limit zones require amendments to four sections of The Oak Ridge Municipal Code of Ordinance, Title 15, Chapter 5 on Speed Regulations. The four sections include the maximum limits on specific streets for Section 15-505 (35 MPH), Section 15-506 (40 MPH), Section 15-507 (45 MPH) and Section 15-508 (50 MPH).

The Oak Ridge Turnpike project will set new speed limit zones for the following sections:

- 35 MPH from Illinois Avenue to a point 1,300 feet west of Illinois Avenue. This is a five-lane street section with bicycle lanes on each side.
- 40 MPH from a point 1,300 feet west of Illinois Avenue to a point 700 feet west of Jefferson Avenue. This is a five-lane street section with bicycle lanes on each side.
- 50 MPH from a point 700 west of Jefferson Avenue to a point 380 feet west of Oklahoma Avenue. This is a four-lane divided street section with bicycle lanes on each side.
- 45 MPH from a point 380 feet west of Oklahoma Avenue to the end of the project near Westover Drive.

Specific code sections that must be amended due to the new speed zones along Oak Ridge Turnpike include:

- **Chapter 5, Section 15-505 <u>Maximum limits on specific streets – thirty-five miles per hour</u>** - change sub-section (4) to, "Oak Ridge Turnpike from a point thirteen hundred (1,300) feet west of Illinois Avenue to a point three hundred (300) feet east of Georgia Avenue."

- **Chapter 5, Section 15-506 <u>Maximum limits on specific streets – forty miles per hour</u>** - add a new sub-section (5), "Oak Ridge Turnpike from a point thirteen hundred (1,300) feet west of Illinois Avenue to a point seven hundred (700) feet west of Jefferson Avenue."

- **Chapter 5, Section 15-507 <u>Maximum limits on specific streets – forty-five miles per hour</u>** – change sub-section (4) to, "Oak Ridge Turnpike between the L & N Railroad underpass and a point three hundred (300) feet east of Georgia Avenue, and from a point three hundred and eight (380) feet west of Oklahoma Avenue to a point two hundred (200) feet west of the west Rarity Ridge Parkway access; and from a point twenty-eight hundred (2,800) feet west of Blair Road to a point eight thousand (8,000) feet west of Blair Road."

- **Chapter 5, Section 15-508 <u>Maximum limits on specific streets – fifty miles per hour</u>** – Add a new sub-section (2), "Oak Ridge Turnpike from a point seven hundred (700) feet

west of Jefferson Avenue to a point three hundred and eighty (380) feet west of Oklahoma Avenue."

Staff recommends approval of the enclosed Ordinance amendments.

Steven R. Byrd

ks

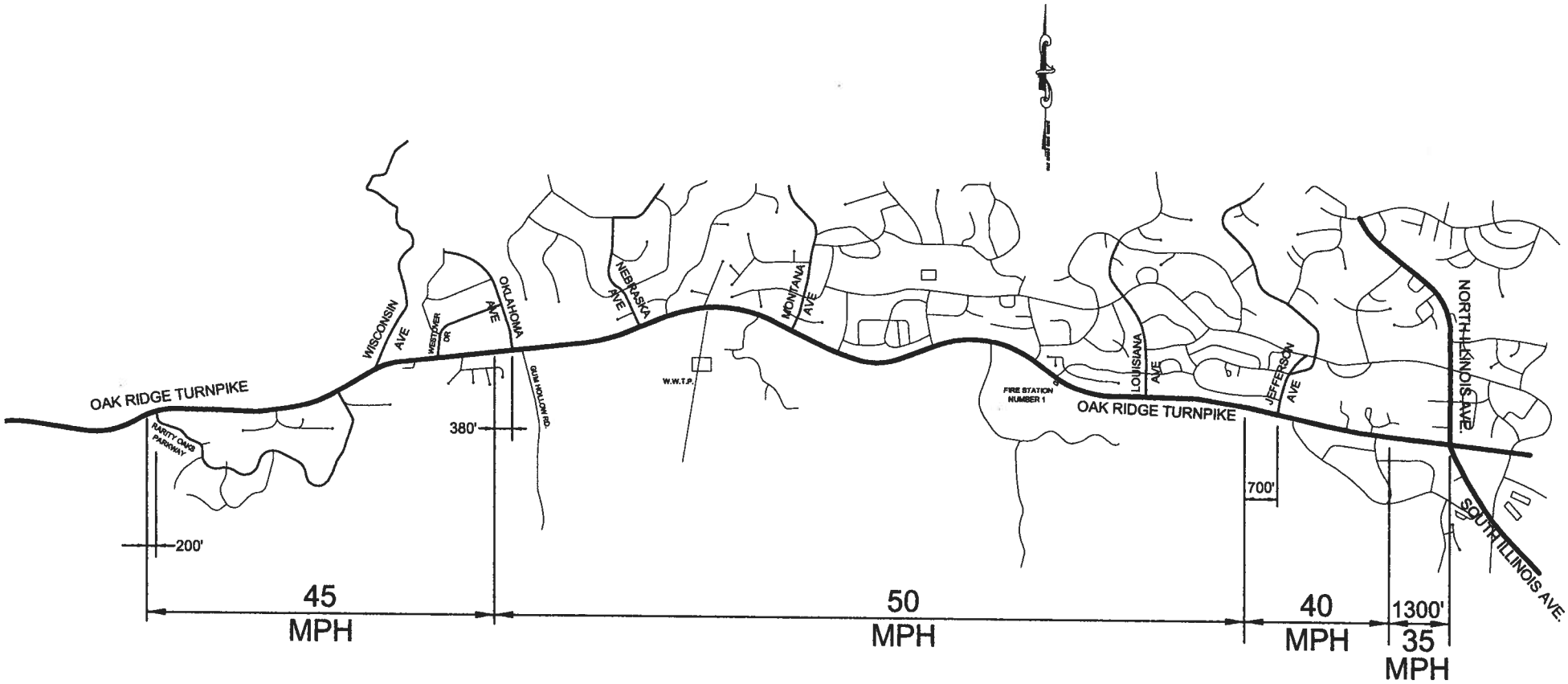
enclosure

pc: David Beams, Police Chief

**City Manager's Comments:**

I have reviewed the above issue and recommend council action as outlined in this document.

Mark S. Watson — 9/1/10
Mark S. Watson — Date




| MAXIMUM SPEED LIMITS ON STATE ROUTE 95 (OAK RIDGE TURNPIKE) | | | | | |
|---|---|---|---|---|---|
| PUBLIC WORKS DEPARTMENT<br>OAK RIDGE, TENNESSEE | | | | | |
| DR. BY: CCB | CHK' BY: SRB | DATE: 8/30/10 | SCALE: NTS | DR. NO.: 1 | DIRECTOR: GARY CINDER |

ORDINANCE NO. _____

TITLE

AN ORDINANCE TO AMEND TITLE 15, TITLED "MOTOR VEHICLES, TRAFFIC AND PARKING," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE," BY AMENDING SECTION 15-505, TITLED "MAXIMUM SPEED LIMITS ON SPECIFIC STREETS – THIRTY-FIVE MILES PER HOUR," SUBSECTION (4); SECTION 15-506, TITLED "MAXIMUM SPEED LIMITS ON SPECIFIC STREETS – FORTY MILES PER HOUR," SECTION 15-507, TITLED "MAXIMUM SPEED LIMITS ON SPECIFIC STREETS – FORTY-FIVE MILES PER HOUR," SUBSECTION (4); AND SECTION 15-508, TITLED "MAXIMUM SPEED LIMITS ON SPECIFIC STREETS – FIFTY MILES PER HOUR," TO SET FORTH NEW SPEED LIMITS ALONG THE OAK RIDGE TURNPIKE (STATE ROUTE 95) AS INDICATED BY THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Code of Ordinances, City of Oak Ridge, Tennessee, specifies a maximum speed limit for all roads, streets and lanes open to public travel within the city limits; and

WHEREAS, the Oak Ridge Turnpike (State Route 95) has recently undergone construction by the State of Tennessee Department of Transportation (TDOT) and the project is nearing completion; and

WHEREAS, TDOT has the authority to set the speed limit on state routes and has supplied project design plans to the City indicating the speed limit along this portion of the Oak Ridge Turnpike.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

Section 1. Title 15, titled "Motor Vehicles, Traffic and Parking," Chapter 5, titled "Speed Regulations," Section 15-505, titled "Maximum speed limits on specific streets – thirty-five miles per hour," of the Code of Ordinances, City of Oak Ridge, Tennessee, is hereby amended by deleting subsection (4) in its entirety and substituting therefor a new subsection (4) which shall read as follows:

Sec. 15-505. Maximum speed limits on specific streets – thirty-five miles per hour.

(4) Oak Ridge Turnpike from a point thirteen hundred (1300) feet west of Illinois Avenue to a point three hundred (300) feet east of Georgia Avenue.

Section 2. Title 15, titled "Motor Vehicles, Traffic and Parking," Chapter 5, titled "Speed Regulations," Section 15-506, titled "Maximum speed limits on specific streets – forty miles per hour," of the Code of Ordinances, City of Oak Ridge, Tennessee, is hereby amended by adding a new subsection (5) which shall read as follows:

Sec. 15-506. Maximum speed limits on specific streets – forty miles per hour.

(5) Oak Ridge Turnpike from a point thirteen hundred (1300) feet west of Illinois Avenue to a point seven hundred (700) feet west of Jefferson Avenue.

Section 3. Title 15, titled "Motor Vehicles, Traffic and Parking," Chapter 5, titled "Speed Regulations," Section 15-507, titled "Maximum speed limits on specific streets – forty-five miles per hour," of the Code of Ordinances, City of Oak Ridge, Tennessee, is hereby amended by deleting subsection (4) in its entirety and substituting therefor a new subsection (4) which shall read as follows:

Sec. 15-507. Maximum speed limits on specific streets – forty-five miles per hour.

(4) Oak Ridge Turnpike between the L & N Railroad underpass and a point three hundred (300) feet east of Georgia Avenue; and from a point three hundred and eighty (380) feet

west of Oklahoma Avenue to a point two hundred (200) feet west of the west Rarity Ridge Parkway access; and from a point twenty-eight hundred (2800) feet west of Blair Road to a point eight thousand feet (8,000) west of Blair Road.

Section 4. Title 15, titled "Motor Vehicles, Traffic and Parking," Chapter 5, titled "Speed Regulations," Section 15-508, titled "Maximum speed limits on specific streets – fifty miles per hour," of the Code of Ordinances, City of Oak Ridge, Tennessee, is hereby amended by deleting this section in its entirety and substituting therefor a new section which shall read as follows:

Sec. 15-508. Maximum speed limits on specific streets – fifty miles per hour.

A maximum speed limit of fifty (50) miles per hour is hereby established on the following streets or portions thereof, and it shall be unlawful for any person to operate a vehicle at a speed in excess of such limits:

(1) South Illinois Avenue beginning five hundred and fifty (550) feet south of its intersection with Union Valley Road to a point three thousand five hundred and eighty (3580) feet south of its intersection with Union Valley Road.

(2) Oak Ridge Turnpike from a point seven hundred (700) feet west of Jefferson Avenue to a point three hundred and eighty (380) feet west of Oklahoma Avenue.

Section 5. This ordinance shall become effective ten (10) days after adoption on second reading, the welfare of the City of Oak Ridge requiring it.

APPROVED AS TO FORM AND LEGALITY:

Kristi R. Krushenski

City Attorney

Mayor

City Clerk

First Reading: _____
Publication Date: _____
Second Reading: _____
Publication Date: _____
Effective Date: _____

**PERSONNEL MEMORANDUM**
**10-079**

August 30, 2010

TO: Mark S. Watson, City Manager

THROUGH: Steven W. Jenkins, Deputy City Manager

FROM: Penelope H. Sissom, Personnel Director

SUBJECT: PERSONNEL PLAN/ORDINANCE AMENDMENT

An item for the City Council meeting on September 13, 2010 is the first reading of an Amendment to the Personnel Ordinance/Plan to delete Article 11, "Leave" and substitute a new Article 11, "Leave".

The leave benefits that all regular City employees have are specified in Article 11 of the Personnel Plan/Ordinance. The leave system was significantly changed in July 2005 with the creation of General Leave and Emergency Leave from a system of Annual Leave and Sick Leave. In order to make this transition, several sections of Article 11 dealt with implementation and some sections specified a five years period.

Another necessary change to Article 11 is as a result of the General Assembly modifying T. C. A. § 8-33-109 to provide for an increase from fifteen (15) days to twenty (20) days for which the City is to pay employees with military orders.

Attached is a letter from the Personnel Advisory Board recommending that Article 11 be replaced. Also attached is a strike-through version of Article 11 showing the sections that were modified.

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Both Staff and the Personnel Advisory Board recommend adoption of the attached amendment to the Personnel Plan/Ordinance that will delete Article 11, "Leave" in its entirety and add a new Article 11, "Leave".

The only cost associated with this amendment is the additional Military Leave payment to those employees with a military commitment and the City has no choice in this matter except to comply with State law. At this time there are only two (2) employees with such a commitment.

Penelope H. Sissom

Penelope H. Sissom

Attachments

**City Manager's Comments:**

I have reviewed the above issue and recommend Council action as outlined in this document.

Mark S. Watson — Mark S. Watson

9/1/10 — Date

CITY OF
OAK RIDGE

Personnel Advisory Board

POST OFFICE BOX 1 • OAK RIDGE, TENNESSEE 37831-0001

August 27, 2010

The Honorable Mayor and Members of City Council
City of Oak Ridge
200 South Tulane Avenue
Oak Ridge, TN 37830

At our regular meeting on August 4, 2010, the Personnel Advisory Board reviewed revisions to Article 11 - Leave of the Personnel Plan (Ordinance No.27-85 as Amended). In 2005 a new Article 11 was approved with an effective date of July 3, 2005. Several parts of that revision covered the transition from the previous leave plan for employees to the new plan. Since five years have passed, this Article can now be amended to eliminate the implementation and transition wording.

The only substantive change in Article 11 is to bring the City's leave policy in conformance with State law. T. C. A. § 8-33-109 was amended by the General Assembly to increase from fifteen (15) to twenty (20) the number of paid days for public employee military reservists. During this military leave period the employee continues to earn regular pay, service credit, and applicable leave benefits.

All members of the Board were present at the August 4, 2010 meeting and agreed unanimously that the Personnel Plan should be amended by deleting the current Article 11 and adopting a new Article 11.

Members of the Personnel Advisory Board are available to answer any questions you might have about this proposed amendment to the Personnel Plan.

Mary Frances Tolliver

Mary Frances Tolliver
Chair, Personnel Advisory Board

cc: City Manager
Members of Personnel Advisory Board
Personnel Director

ORDINANCE NO._____

TITLE

AN ORDINANCE TO AMEND ORDINANCE NO. 27-85, TITLED "A PERSONNEL PLAN FOR EMPLOYEES OF THE CITY OF OAK RIDGE, TENNESSEE," AS AMENDED, BY DELETING ARTICLE 11, TITLED "LEAVE," IN ITS ENTIRETY AND BY ADDING A NEW ARTICLE 11, TITLED "LEAVE."

WHEREAS, the Personnel Plan was amended effective July 3, 2005 to provide for a new leave system for City employees; and

WHEREAS, several sections of this leave system made reference to implementation of the revised plan; and

WHEREAS, T. C. A. § 8-33-109 has been amended by the General Assembly to increase from fifteen (15) to twenty (20) the number of paid days for public employee military reservists per calendar year; and

WHEREAS, because of these changes it is desirable to replace Article 11, "Leave," in its entirety; and

WHEREAS, the Personnel Advisory Board at its August 4, 2010 meeting reviewed the proposed amendment to the Personnel Plan and unanimously recommended its adoption; and

WHEREAS, the City Manager recommends that the Personnel Plan be amended.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

Section 1. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," is hereby amended by deleting Article 11, "Leave," in its entirety, and adding a new Article 11, "Leave," which shall read as attached.

Section 2. This ordinance shall become effective ten (10) days after adoption on second reading, the welfare of the City of Oak Ridge requiring it.

APPROVED AS TO FORM AND LEGALITY:

_____ _____
City Attorney Mayor

_____
City Clerk

First Reading:_____
Publication Date:_____
Second Reading:_____
Publication Date:_____
Effective Date:_____

# ARTICLE 11 - LEAVE

## GENERAL

It is the policy of the City of Oak Ridge to encourage and facilitate an employee's use of accrued leave for the employee's recreational benefit, personal benefit, and the safeguarding of employee health and the health of employee family members, while meeting the professional and service requirements of the City.
To carry out this policy, the following types of leave are recognized:

1. General Leave
2. Emergency Leave
3. Holiday Leave
4. Injury Leave
5. Leave Without Pay
6. Military Leave
7. Civil Leave
8. Administrative Emergency Leave

Pre-approved leave is defined as an authorized absence during regularly scheduled work hours that has been approved by proper authority prior to the leave usage and may include, but not be limited to, vacations, funerals and scheduled medical procedures.

All leave that is not pre-approved is considered unscheduled leave and may include, but not be limited to, leave for emergencies, funerals and sickness.

Leave may be authorized with or without pay. Absence without leave is subject to disciplinary action.

The City Manager may delegate the authority to approve certain types of leave to Heads of Departments, who shall have the power of redelegation. Accurate leave records shall be maintained in a manner prescribed by the City Manager and may be periodically inspected to ensure adherence to the provisions of this Article.

For pre-approved leave, a formal written request indicating the type of leave must normally be submitted and approved prior to taking leave. In the case of unscheduled leave, the approval request shall be completed and submitted immediately upon the employee's return to duty. Unless a designated supervisor approves an absence, an employee shall not be paid.

## 11.1 GENERAL LEAVE

### a. General Leave Policy

It is the policy of the City to promote employees' efficiency, health and morale through periodic interruption from their duties. Accordingly, regular employees shall be granted a specified amount of paid General Leave each year, which may be used for vacations, scheduled medical procedures or other personal uses and is used in lieu of holiday leave for shift employees in the Police and Fire Departments.

### b. Crediting General Leave

Regular full-time employees shall be credited with the following amounts of General Leave and regular part-time employees shall receive a proportionate amount of General Leave. General Leave credit shall not be given if an employee is in a non-pay status for more than one-half of the accrual period or on injury leave for more than one-half of the pay period.

1. During the first year (twenty-six [26] full pay periods) of continuous employment and subject to the provisions of Section 11.2.a, the following amounts of General Leave will be credited to fulltime employees.

   Forty hours per week employees: 8.31 hours per pay period

   Police Department patrol shift employees: 11.39 hours per pay period

   Fire Department station-based shift employees: 15.94 hours per pay period

2. During the next two years (fifty-two [52] full pay periods) of employment and subject to the provisions of Section 11.2.a, the following amounts of General Leave will be credited to fulltime employees.

   Forty hours per week employees: 9.31 hours per pay period

   Police Department patrol shift employees: 12.39 hours per pay period

   Fire Department station-based shift employees: 17.34 hours per pay period

3. Following completion of three years (seventy-eight [78] full pay periods) of employment and subject to the provisions of Section 11.2.a, the following amounts of General Leave will be credited to fulltime employees.

   Forty hours per week employees: 10.31 hours per pay period

   Police Department patrol shift employees: 13.39 hours per pay period

   Fire Department station-based shift employees: 18.74 hours per pay period

4. Following completion of three hundred ninety (390) full pay periods of employment (15 years) and subject to the provisions of Section 11.2.a, the following amounts of General Leave will be credited to fulltime employees.

   Forty hours per week employees: 11.81 hours per pay period

   Police Department patrol shift employees: 14.89 hours per pay period

   Fire Department station-based shift employees: 20.84 hours per pay period

c. <u>Granting General Leave</u>

Requests for General Leave shall be formally requested and shall be submitted and approved prior to taking the leave in accordance with Departmental policies. Approval shall be determined on the basis of the work requirements of the City and, whenever possible, the personal wishes of the employee. General Leave granted shall not exceed the total amount credited to an employee at the start of the leave period, and General Leave shall be taken in multiples of one (1) hour. General Leave shall not be granted when it is known that the employee does not expect to return to duty, and terminations shall be effective as of the last day worked except in the case of disability or death.

In the case of unscheduled General Leave, employees, who are absent from duty, except police and fire employees, shall ensure that their respective supervisors are notified within one (1) hour

after the usual reporting time, if physically able to do so. Upon return to work the employee shall immediately submit to the supervisor an authorization for leave form. Police and fire employees shall notify their supervisors at least one hour before their scheduled duty.

Employees will be permitted the use of five (5) workdays [three (3) workdays for Fire Department station-based shift employees and four (4) workdays for Police Department shift employees] of unscheduled leave each calendar year. Leave covered by the Family Medical Leave Act, the Tennessee Maternity Leave Act, leave for which a statement signed by a licensed medical professional is provided and leave for funerals will not count as permitted unscheduled workdays. Use of more than the unscheduled permitted workdays specified may result in disciplinary action.

d. Maximum Accumulation of General Leave

General Leave not used may be accrued from year to year to a maximum each year as indicated below.

During the first five (5) years of continuous employment: 170 hours (238 for Fire Department station-based employees and a proportionate amount for regular part-time employees)

Upon completion of the fifth year of continuous employment: 340 hours (476 for Fire Department stationed-based employees and a proportionate amount for regular part-time employees)

Upon completion of the tenth year of continuous employment: 510 hours (714 for Fire Department stationed-based employees and a proportionate amount for regular part-time employees)

Upon completion of the fifteenth year of continuous employment: 680 hours (952 for Fire Department stationed-based employees and a proportionate amount for regular part-time employees)

Upon completion of the twentieth year of continuous employment: 850 hours (1,190 for Fire Department stationed-based employees and a proportionate amount for regular part-time employees)

Upon completion of the twenty-fifth year of continuous employment: 1020 hours (1,428 for Fire Department stationed-based employees and a proportionate amount for regular part-time employees)

Leave credits in excess of these amounts as of the ending date of the pay period in which December 31 falls shall be transferred into the employee's Emergency Leave bank as described in Section 11.2.

e. General Leave Upon Termination

Upon termination of employment, an employee may be paid for up to the maximum amount indicated in Section 11.1 d. above. Any General Leave in excess of the maximum amount will be converted to Emergency Leave where it can be used for Tennessee Consolidated Retirement System credit.

f. Buy-back of Excess General Leave

If it is determined that there are sufficient unused funds after the close of the previous fiscal year, the City may offer a buy-back option to those employees who have at least the minimum of ten workweeks of Emergency Leave and will have three workweeks of General Leave remaining after the buy-back is made. The City may buy back a minimum of twenty (20) hours (twenty-eight (28) hours for Fire Department station-based shift employees and a proportionate amount for regular part-time employees) up to a maximum of one workweek. Any buy-back payments would be made during the month of December.

g. General Leave Sharing

The City permits employees to donate their General Leave to other employees.

## 11.2 EMERGENCY LEAVE

All regular employees must maintain a second major category of leave called Emergency Leave. Leave in this bank serves as a short-term disability program and shall be used only for serious illnesses of the employee, family emergencies and funerals for family members.

a. Emergency Leave Minimum Requirement

Regular fulltime employees must have a minimum of four hundred (400) hours (560 hours for Fire Department station-based employees and a proportionate share for regular part-time employees) of Emergency Leave. If the balance of Emergency Leave is ever below the specified minimum, then two (2) hours of the General Leave accrual each pay period (2.8 hours for Fire Department station-based employees and a proportionate amount for regular part-time employees) shall be added to Emergency Leave until the minimum number of hours is reached.

New regular employees will be granted the equivalent of 140 hours of Emergency Leave with the equivalent of two (2) hours of their General Leave accrual going to Emergency Leave until the minimum is satisfied.

b. Use of Emergency Leave

As described above, the intent of Emergency Leave is to serve as a short-term disability program and its uses are restricted to the following:

1. Upon providing proof acceptable to the head of the department, an employee may be granted Emergency Leave in the event of the death of a member of the immediate family if the employee chooses not to use General Leave for this purpose. A maximum of twenty-four (24) hours may be granted. For purposes of this section, the immediate family shall be defined as spouse, ex-spouse if minor children are involved, child, legal stepchild, parent, legal stepparent, parent-in-law, grandparent, grandparent-in-law, grandchild, brother, sister, brother-in-law or sister-in-law.

2. Emergency Leave may be used in the case of illness of an employee or in the case of family emergencies only after one (1) workweek of General Leave has been used for the same illness or emergency. Written justification will be required for use of

Emergency Leave in either of these circumstances. In the case of employee illness, the employee will be required to provide a certificate of disability signed by a licensed medical professional that indicates when the employee is able to return to duty. Other written justification will be required for use of the leave for a family emergency.

The City may investigate any absence for which Emergency Leave is requested. False or fraudulent use of Emergency Leave shall be cause for dismissal.

c. Advance Emergency Leave

In rare circumstances, advance Emergency Leave, not to exceed four (4) workweeks, may be granted by the City Manager to regular employees after the first five years (130 full pay periods) of employment when it is to the City's advantage to do so. This authority may not be redelegated. Advance Emergency Leave will not be granted if the employee has any accumulated compensatory time, General Leave or Emergency Leave hours remaining.

Requests for Advance Emergency Leave shall be submitted in writing by the employee or a representative to the head of the Department. The request must state the circumstances and the need for such leave, the time and date when all leave and compensatory time will be exhausted, the amount of Advance Emergency Leave requested, and the date to which such leave will extend.

Requests for Advance Emergency Leave shall be evaluated against the employee's past leave record; the nature, seriousness and extent of illness or disability; the probability of return to duty and the prospect for continued employment; and the probability of the employee repaying the leave. An individual who, upon termination from City employment, is indebted for Advance Emergency Leave shall reimburse the City, or appropriate deductions shall be made from any salary and/or leave due the employee. This requirement may be waived by the City Manager in cases of termination for a serious illness or disability that is confirmed by the statement of a medical professional, or in the event of the death of the employee.

d. Transfer of Emergency Leave Credits to General Leave

When an employee is eligible for one of the five-year incremental increases in the maximum amount of General Leave as specified in Section 11.1 d, if the employee has in excess of the specified minimum Emergency Leave (see 11.2a), the employee may make a one-time request that Emergency Leave be transferred to General Leave to bring the balance up to the new maximum. This request must be made within ninety (90) days after meeting the new incremental date.

e. Effect of Termination on Emergency Leave Credits

Emergency Leave credits shall not be paid to an employee upon termination. However, a regular employee who is laid off and returns to City employment within eighteen (18) months shall have former unused Emergency Leave credits restored. In accordance with Tennessee Consolidated Retirement System policies and practices, unused Emergency Leave balances will be counted as service credit for retirement benefit calculation if the employee is vested in TCRS at the time of termination.

## 11.3 HOLIDAY LEAVE

Holiday Leave Policy

The following holidays are observed by the City and shall be granted, as provided below, to regular forty hours per week employees with pay, and shall be observed during the calendar year in which they fall or be forfeited. Unless required to be on scheduled duty, provisional, temporary or seasonal employees will not be paid for observed holidays.

(1) New Year's Day (January 1)

(2) Martin Luther King, Jr. Day (Third Monday in January)

(3) Good Friday (Friday before Easter)

(4) Memorial Day (Last Monday in May)

(5) Independence Day (July 4)

(6) Labor Day (First Monday in September)

(7) Thanksgiving Day (Fourth Thursday in November)

(8) Friday after Thanksgiving Day

(9) Christmas Eve (December 24) or Day after Christmas (December 26) to be specified by the City Manager.

(10) Christmas Day (December 25)

When a holiday falls on Saturday, it shall be observed on the preceding Friday; when a holiday falls on Sunday, the following Monday shall be observed.

Granting Holiday Leave

The granting of holidays observed by the City shall be subject to the following provisions:

1. Police Department Patrol Shift Employees

   Time off for holidays for Police Department patrol shift employees is included in their General Leave accrual rate and all usage will be taken in accordance with Section 11.1 c.

2. Fire Department Station-based Shift Employees

   Time off for holidays for Fire Department station-based shift employees is included in their General Leave accrual rate and all usage will be taken in accordance with Section 11.1 c.

3. Holiday on Scheduled Workday

   A flexible holiday schedule may be established for employees, except Police patrol shift employees and Fire Department station-based shift employees, who provide essential community services and cannot observe the regular holiday schedule.

4. Holidays for Regular Part-time Employees

Regular part-time employees shall be granted a proportionate amount of holiday leave if the holiday falls on a day they would normally be scheduled to work.

5. Holiday During Non-pay Status

In order to receive pay for an observed holiday, an employee must be in a work or paid leave status both the scheduled workday immediately preceding and the scheduled workday immediately following the holiday, and must not have been absent without leave either the workday before or after. Suspension, with or without pay, is not considered leave.

6. Appointment or Termination on Holiday

A regular employee shall not be hired or terminated on a day to be observed as a holiday.

## 11.4 INJURY LEAVE

Leave with pay may be approved for a period determined by the City Manager, upon the recommendation of the head of the department and the Personnel Director, but not to exceed six (6) months for any one disabling injury incurred while performing job-related duties. This would be a total of 1,040 hours for regular full-time employees and 1,456 hours for Fire station-based shift employees. Other leave benefits are not accrued and holiday leave is not granted when an employee is on injury leave. If there is a reoccurrence of the injury after the employee has returned to work, a separate application for injury leave must be submitted each time with supporting documentation.

Application for such leave shall contain a statement by the employee, confirmed by the supervisor, setting forth the nature and extent of the injury, verified and supported by a licensed medical professional's statement indicating the probable period of disability. Application for leave for injury in line of duty shall be made in writing and approved on the appropriate form. Every period of leave granted under the provisions of this rule shall be considered creditable service and shall be indicated on the employee's leave records, but shall not be charged to any other type of leave.

The City reserves the right to obtain other medical opinions regarding the employee's injured condition. Employee refusal to cooperate in the seeking of these opinions or to follow rehabilitation instructions from the licensed medical professional, or the employee changing the date and/or time of a medical appointment without prior approval of the Personnel Department, shall constitute grounds for denying injury leave benefits.

When injury leave is used, an employee shall be protected against loss of pay. The regular salary shall be paid during this leave, but any amount received on behalf of the employee in Worker's Compensation insurance payments (excluding medical and hospitalization payments) shall be returned to the City. Every attempt will be made to return the individual on injury leave to modified or light duty as soon as possible.

If the employee has been granted the maximum for injury leave as specified above and is still not able to return to work, and the attending physician indicates that the employee can eventually return to normal job duties, the City may provide payments that will furnish 75% of the base salary prior to the injury for four additional weeks, then 50% for four more weeks, and then 25% for four more

weeks. As part of any consideration for this salary supplement, the employee's history of job-related injuries and leave usage in general shall be carefully reviewed along with all pertinent information including medical reports relative to the current injury.

Once the employee has been granted the maximum permitted for injury leave and is still not able to return to work, accumulated General Leave or Emergency Leave may be used. If the employee is using accumulated General Leave or Emergency Leave, any amount received on behalf of the employee in Worker's Compensation insurance payments shall be given to the employee.

## 11.5 LEAVE WITHOUT PAY

Use of leave without pay is discouraged and may be cause for disciplinary action. Under exceptional circumstances, the City Manager may grant a regular employee leave without pay for a period not to exceed six (6) months only when it is in the best interest of the City to do so.

During an approved leave without pay, an employee shall not accumulate service credit, accrue leave benefits, or be eligible for pay increases. Failure on the part of the employee to report promptly at the expiration of a leave without pay shall be cause for dismissal.

## 11.6 MILITARY LEAVE FOR RESERVE TRAINING OR EMERGENCY STATE SERVICE

In accordance with T.C. A. § 8-33-109, all employees who are members of any reserve component of the United States Armed Forces, upon presentation of official orders, will be allowed paid leave of absence for required training or duty for a period not exceeding twenty (20) working days during a calendar year. This would be a maximum of 160 hours for employees working forty hours per week and 224 hours for Fire Department station-based shift employees. In the event that the time of such training is optional, the time shall be designated at the discretion of the City.

All employees who are members of the Tennessee National Guard, upon presentation of official orders, shall be entitled to the same amounts of paid leave during a calendar year from their respective duties on all days during which they shall be engaged in field training ordered or authorized under military code. TCA § 58-1-106 provides that additional military leave will be granted on all days when they are called into the actual service of the State by the commander-in-chief.

Every request for military leave is to be submitted as far in advance as practical and must be accompanied by official orders. Until the City has received the official orders, any absence for military training or duty will be charged as leave without pay or as General Leave.

## 11.7 CIVIL LEAVE

Upon providing proof acceptable to the head of the department, an employee shall be given necessary time off without loss of regular pay when performing jury duty or when subpoenaed as a witness.

## 11.8 ADMINISTRATIVE LEAVE

The City Manager may excuse employees from duty in special situations for short periods of time when it is in the best interest of the City. This type of leave would also be granted when an employee is assigned to home pending completion of an investigation.

## 11.9 UNAUTHORIZED ABSENCES

Unless there are extenuating circumstances for unauthorized absence, an employee who is absent from duty without approval shall receive no pay for the duration of the absence and shall be subject to other appropriate disciplinary action. Any employee who has more than twenty-four hours of unauthorized absence during a twelve months period will be subject to dismissal.

Failure of an employee to report for work at the expiration of an authorized leave or to request an extension of such leave shall be considered an absence without leave or unauthorized absence.

### Tardiness

Under ordinary circumstances, unavoidable or necessary absence from duty of less than one hour or tardiness may be excused without charge to leave if such absence or tardiness can be fully justified by the employee to the supervisor's satisfaction. Otherwise, such absence will be handled administratively by requiring additional work, by charging the time as leave without pay without permission, or by permitting the employee to use General Leave if the absence is over one hour. If an employee is frequently tardy, the supervisor shall take corrective action.

D R A F T

## ARTICLE 11 - LEAVE

GENERAL

It is the policy of the City of Oak Ridge to encourage and facilitate an employee's use of accrued leave for the employee's recreational benefit, personal benefit, and the safeguarding of employee health and the health of employee family members, while meeting the professional and service requirements of the City.
To carry out this policy, the following types of leave are recognized:

1. General Leave
2. Emergency Leave
3. Holiday Leave
4. Injury Leave
5. Leave Without Pay
6. Military Leave
7. Civil Leave
8. Administrative Emergency Leave

Pre-approved leave is defined as an authorized absence during regularly scheduled work hours that has been approved by proper authority prior to the leave usage and may include, but not be limited to, vacations, funerals and scheduled medical procedures.

All leave that is not pre-approved is considered unscheduled leave and may include, but not be limited to, leave for emergencies, funerals and sickness.

Leave may be authorized with or without pay. Absence without leave is subject to disciplinary action.

The City Manager may delegate the authority to approve certain types of leave to Heads of Departments, who shall have the power of redelegation. Accurate leave records shall be maintained in a manner prescribed by the City Manager and may be periodically inspected to ensure adherence to the provisions of this Article.

For pre-approved leave, a formal written request indicating the type of leave must normally be submitted and approved prior to taking leave. In the case of unscheduled leave, the approval request shall be completed and submitted immediately upon the employee's return to duty. Unless a designated supervisor approves an absence, an employee shall not be paid.

### 11.1 GENERAL LEAVE

a. General Leave Policy

It is the policy of the City to promote employees' efficiency, health and morale through periodic interruption from their duties. Accordingly, regular employees shall be granted a specified amount of paid General Leave each year, which may be used for vacations, scheduled medical procedures or other personal uses and is used in lieu of holiday leave for shift employees in the Police and Fire Departments.

~~b. Implementation~~

~~Effective July 3, 2005, "annual leave" and "sick leave" will be eliminated and two new~~

~~types of leave, called General Leave and Emergency Leave, will be created. To establish the initial balances of these new leave types, the following procedure will be followed:~~

~~11-1~~

~~1. Any annual and sick leave previously lost by any employee due to maximum carryover limits shall be restored to the employee's annual and sick leave balances.~~

~~2. Those employees who are entitled to a flexible holiday and have not yet taken that holiday in CY 2005 shall receive an additional eight (8) hours (or a proportionate amount for regular part-time employees) of annual leave.~~

~~3. Each employee will be credited with 140 hours of Emergency Leave (196 hours for Fire Department station-based shift employees and a proportionate amount for regular part-time employees.)~~

~~4. Up to 260 hours of the sick leave balance will be converted to Emergency Leave to satisfy the required 400 hours minimum of Emergency Leave. Up to 364 hours of the sick leave balance for Fire Department station-based employees will be converted to Emergency Leave to satisfy the required minimum of 560 hours. A proportionate amount of sick leave of regular part-time employees will be converted to Emergency Leave.~~

~~5. All annual leave (including the restored annual leave and the flexible holiday leave, if applicable) and all remaining sick leave will be combined and credited as General Leave up to the maximum amounts specified in Section 11.1e of this Article. Any General Leave in excess of the specified maximum amounts will be transferred to the employee's Emergency Leave balance.~~

~~c~~b. Crediting General Leave

~~Effective July 3, 2005, r~~Regular full-time employees shall be credited with the following~~g~~ amounts of General Leave and regular part-time employees shall receive a proportionate amount of General Leave. General Leave credit shall not be given if an employee is in a nonpay status for more than one-half of the accrual period or on injury leave for more than one-half of the pay period.

1. During the first year (twenty-six [26] full pay periods) of continuous employment and subject to the provisions of Section 11.2.a, the following amounts of General Leave will be credited to fulltime employees.

   Forty hours per week employees: 8.31 hours per pay period

   Police Department patrol shift employees: 11.39 hours per pay period

   Fire Department station-based shift employees: 15.94 hours per pay period

2. During the next two years (fifty-two [52] full pay periods) of employment and subject to the provisions of Section 11.2.a, the following amounts of General Leave will be credited to fulltime employees.

   Forty hours per week employees: 9.31 hours per pay period

   Police Department patrol shift employees: 12.39 hours per pay period

Fire Department station-based shift employees: 17.34 hours per pay period

~~11-2~~

3. Following completion of three years (seventy-eight [78] full pay periods) of employment and subject to the provisions of Section 11.2.a, the following amounts of General Leave will be credited to fulltime employees.

   Forty hours per week employees: 10.31 hours per pay period

   Police Department patrol shift employees: 13.39 hours per pay period

   Fire Department station-based shift employees: 18.74 hours per pay period

4. Following completion of three hundred ninety (390) full pay periods of employment (15 years) and subject to the provisions of Section 11.2.a, the following amounts of General Leave will be credited to fulltime employees.

   Forty hours per week employees: 11.81 hours per pay period

   Police Department patrol shift employees: 14.89 hours per pay period

   Fire Department station-based shift employees: 20.84 hours per pay period

~~d.~~c Granting General Leave

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Requests for General Leave shall be formally requested and shall be submitted and approved prior to taking the leave in accordance with Departmental policies. Approval shall be determined on the basis of the work requirements of the City and, whenever possible, the personal wishes of the employee. General Leave granted shall not exceed the total amount credited to an employee at the start of the leave period, and General Leave shall be taken in multiples of one (1) hour. General Leave shall not be granted when it is known that the employee does not expect to return to duty, and terminations shall be effective as of the last day worked except in the case of disability or death.

In the case of unscheduled General Leave, employees, who are absent from duty, except police and fire employees, shall ensure that their respective supervisors are notified within one (1) hour after the usual reporting time, if physically able to do so. Upon return to work the employee shall immediately submit to the supervisor an authorization for leave form. Police and fire employees shall notify their supervisors at least one hour before their scheduled duty.

Employees will be permitted the use of five (5) workdays [three (3) workdays for Fire Department station-based shift employees and four (4) workdays for Police Department shift employees] of unscheduled leave each calendar year. Leave covered by the Family Medical Leave Act, the Tennessee Maternity Leave Act, leave for which a statement signed by a licensed medical professional is provided and leave for funerals will not count as permitted unscheduled workdays. Use of more than the unscheduled permitted workdays specified may result in disciplinary action.

~~e.~~d. Maximum Accumulation of General Leave

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General Leave not used may be accrued from year to year to a maximum each year as indicated below.

~~11-3~~

~~During the first five (5) years of continuous employment~~for employees on the payroll as of July 3, 2005~~: 280 hours (392 for Fire Department station-based and a proportionate amount for regular part-time employees) for employees on the payroll as of the date of implementation~~

During the first five (5) years of continuous employment for employees hired after July 3, 2005: 170 hours (238 for Fire Department station-based employees and a proportionate amount for regular part-time employees) ~~for employees hired after the date of implementation~~

Upon completion of the fifth year of continuous employment: 340 hours (476 for Fire Department stationed-based employees and a proportionate amount for regular part-time employees)

Upon completion of the tenth year of continuous employment: 510 hours (714 for Fire Department stationed-based employees and a proportionate amount for regular part-time employees)

Upon completion of the fifteenth year of continuous employment: 680 hours (952 for Fire Department stationed-based employees and a proportionate amount for regular part-time employees)

Upon completion of the twentieth year of continuous employment: 850 hours (1,190 for Fire Department stationed-based employees and a proportionate amount for regular part-time employees)

Upon completion of the twenty-fifth year of continuous employment: 1020 hours (1,428 for Fire Department stationed-based employees and a proportionate amount for regular part-time employees)

Leave credits in excess of these amounts as of the ending date of the pay period in which December 31 falls shall be transferred into the employee's Emergency Leave bank as described in Section 11.2.

~~f.~~e. General Leave Upon Termination

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Upon termination of employment, an employee may be paid for up to the maximum amount indicated in Section 11.1~~-e~~d. above. Any General Leave in excess of the maximum amount will be converted to Emergency Leave where it can be used for Tennessee Consolidated Retirement System credit. ~~if the employee is retiring from the City.~~

~~g.~~f. Buy-back of Excess General Leave

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If it is determined that there are sufficient unused funds after the close of the previous fiscal year, the City may offer a buy-back option to those employees who have at least the minimum of ten workweeks of Emergency Leave and will have three workweeks of General Leave remaining after the buy-back is made. The City may buy back a minimum of twenty (20) hours (twenty-eight (28) hours for Fire Department station-based shift employees and a proportionate amount for regular part-time employees) up to a maximum of one workweek. Any buy-back payments would be made during the

month of December.

g. General Leave Sharing

The City permits employees to donate their General Leave to other employees.

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## 11.2 EMERGENCY LEAVE

All regular employees must maintain a second major category of leave called Emergency Leave. Leave in this bank serves as a short-term disability program and shall be used only for serious illnesses of the employee, family emergencies and funerals for family members.

a. Emergency Leave Minimum Requirement

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Regular fulltime employees must have a minimum of four hundred (400) hours (560 hours for Fire Department station-based employees and a proportionate share for regular part-time employees) of Emergency Leave. If the balance of Emergency Leave is ever below the specified minimum ~~after implementation (See Section 11.1b)~~, then two (2) hours of the General Leave accrual each pay period (2.8 hours for Fire Department station-based employees and a proportionate amount for regular part-time employees) shall be added to Emergency Leave until the minimum number of hours is reached. New regular employees will be granted the equivalent of 140 hours of Emergency Leave with the equivalent of two (2) hours of their General Leave accrual going to Emergency Leave until the minimum is satisfied.

~~Any time the Emergency Leave balance falls below the specified minimum, then the equivalent of two (2) hours of the General Leave accrual per pay period will be added to the Emergency Leave balance until the specified minimum is again set aside.~~

b. Use of Emergency Leave

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As described above, the intent of Emergency Leave is to serve as a short-term disability program and its uses are restricted to the following:

1. Upon providing proof acceptable to the head of the department, an employee may be granted Emergency Leave in the event of the death of a member of the immediate family if the employee chooses not to use General Leave for this purpose. A maximum of twenty-four (24) hours may be granted. For purposes of this section, the immediate family shall be defined as spouse, ex-spouse if minor children are involved, child, legal stepchild, parent, legal stepparent, parent-in-law, grandparent, grandparent-in-law, grandchild, brother, sister, brother-in-law or sister-in-law.

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2. Emergency Leave may be used in the case of illness of an employee or in the case of family emergencies only after one (1) workweek of General Leave has been used for the same illness or emergency. Written justification will be required for use of Emergency Leave in either of these circumstances. In the case of employee illness, the employee will be required to provide a certificate of

disability signed by a licensed medical professional that indicates when the employee is able to return to duty. Other written justification will be required for use of the leave for a family emergency.

The City may investigate any absence for which Emergency Leave is requested. False or fraudulent use of Emergency Leave shall be cause for dismissal.



c. Advance Emergency Leave

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In rare circumstances, advance Emergency Leave, not to exceed four (4) workweeks, may be granted by the City Manager to regular employees after the first five years (130 full pay periods) of employment when it is to the City's advantage to do so. This authority may not be redelegated. Advance Emergency Leave will not be granted if the employee has any accumulated compensatory time, ~~or any~~ General Leave or Emergency Leave hours remaining.

Requests for advance Emergency Leave shall be submitted in writing by the employee or a representative to the head of the Department. The request must state the circumstances and the need for such leave, the time and date when all leave and compensatory time will be exhausted, the amount of advance Emergency Leave requested, and the date to which such leave will extend.

Requests for advance Emergency Leave shall be evaluated against the employee's past leave record; the nature, seriousness and extent of illness or disability; the probability of return to duty and the prospect for continued employment; and the probability of the employee repaying the leave. An individual who, upon termination from City employment, is indebted for advance Emergency Leave shall reimburse the City, or appropriate deductions shall be made from any salary and/or leave due the employee. This requirement may be waived by the City Manager in cases of termination for a serious illness or disability that is confirmed by the statement of a medical professional, or in the event of the death of the employee.

d. Transfer of Emergency Leave Credits to General Leave

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When an employee is eligible for one of the five-year incremental increases in the maximum amount of General Leave as specified in Section 11.1 e, if the employee has in excess of the specified minimum Emergency Leave (see 11.2a), the employee may make a one-time request that Emergency Leave be transferred to General Leave to bring the balance up to the new maximum. This request must be made within ninety (90) days after meeting the new incremental date.

e. Effect of Termination on Emergency Leave Credits

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Emergency Leave credits shall not be paid to an employee upon termination. However, a regular employee who is laid off and returns to City employment within eighteen (18) months shall have former unused Emergency Leave credits restored. In accordance with Tennessee Consolidated Retirement System policies and practices, unused Emergency Leave balances ~~for those employees retiring from the City~~ will be

counted as service credit for retirement benefit calculations if the employee is vested in TCRS at the time of termination..

## 11.3 HOLIDAY LEAVE

Holiday Leave Policy

The following holidays are observed by the City and shall be granted, as provided below, to regular forty hours per week employees with pay, and shall be observed during the calendar year in which they fall or be forfeited. Unless required to be on scheduled duty, provisional, temporary or seasonal employees will not be paid for observed holidays.



(1) New Year's Day (January 1)

(2) Martin Luther King, Jr. Day (Third Monday in January)

(3) Good Friday (Friday before Easter)

(4) Memorial Day (Last Monday in May)

(5) Independence Day (July 4)

(6) Labor Day (First Monday in September)

(7) Thanksgiving Day (Fourth Thursday in November)

(8) Friday after Thanksgiving Day

(9) Christmas Eve (December 24) or Day after Christmas (December 26) to be specified by the City Manager.

(10) Christmas Day (December 25)

When a holiday falls on Saturday, it shall be observed on the preceding Friday; when a holiday falls on Sunday, the following Monday shall be observed.

Granting Holiday Leave

The granting of holidays observed by the City shall be subject to the following provisions:

1. Police Department Patrol Shift Employees

   Time off for holidays for Police Department patrol shift employees is included in their General Leave accrual rate and all usage will be taken in accordance with Section 11.1 d.

2. Fire Department Station-based Shift Employees

   Time off for holidays for Fire Department station-based shift employees is included in their General Leave accrual rate and all usage will be taken in accordance with Section 11.1 d.

3. Holiday on Scheduled Workday

A flexible holiday schedule may be established for employees, except Police patrol shift employees and Fire Department station-based shift employees, who provide essential community services and cannot observe the regular holiday schedule.

4. Holidays for Regular Part-time Employees

Regular part-time employees shall be granted a proportionate amount of holiday leave if the holiday falls on a day they would normally be scheduled to work.

~~11.7~~

5. Holiday During Non-pay Status

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In order to receive pay for an observed holiday, an employee must be in a work or paid leave status both the scheduled workday immediately preceding and the scheduled workday immediately following the holiday, and must not have been absent without leave either the workday before or after. Suspension, with or without pay, is not considered leave.

6. Appointment or Termination on Holiday

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A regular employee shall not be hired or terminated on a day to be observed as a holiday.

## 11.4 INJURY LEAVE

Leave with pay may be approved for a period determined by the City Manager, upon the recommendation of the head of the department and the Personnel Director, but not to exceed six (6) months for any one disabling injury incurred while performing job-related duties. This would be a total of 1,040 hours for regular full-time employees and 1,456 hours for Fire station-based shift employees. Other leave benefits are not accrued and holiday leave is not granted when an employee is on injury leave. If there is a reoccurrence of the injury after the employee has returned to work, a separate application for injury leave must be submitted each time with supporting documentation.

Application for such leave shall contain a statement by the employee, confirmed by the supervisor, setting forth the nature and extent of the injury, verified and supported by a licensed medical professional's statement indicating the probable period of disability. Application for leave for injury in line of duty shall be made in writing and approved on the appropriate form. Every period of leave granted under the provisions of this rule shall be considered creditable service and shall be indicated on the employee's leave records, but shall not be charged to any other type of leave.

The City reserves the right to obtain other medical opinions regarding the employee's injured condition. Employee refusal to cooperate in the seeking of these opinions or to follow rehabilitation instructions from the licensed medical professional, or the employee changing the date and/or time of a medical appointment without prior approval of the Personnel Department, shall constitute grounds for denying injury leave benefits.

When injury leave is used, an employee shall be protected against loss of pay. The regular salary shall be paid during this leave, but any amount received on behalf of the employee in Worker's Compensation insurance payments (excluding medical and hospitalization payments) shall be returned to the City. Every attempt will be made to return the individual on injury leave to modified or light duty as soon as possible.

If the employee has been granted the maximum for injury leave as specified above and is still not able to return to work, and the attending physician indicates that the employee can eventually return to normal job duties, the City may provide payments that will furnish 75% of the base salary prior to the injury for four additional weeks, then 50% for four more weeks, and then 25% for four more weeks. As part of any consideration for this salary supplement, the employee's history of job-related injuries and leave usage in general shall be carefully reviewed along with all pertinent information including medical reports relative to the current injury.

~~11-8~~

Once the employee has been granted the maximum permitted for injury leave and is still not able to return to work, accumulated General Leave or Emergency Leave may be used. If the employee is using accumulated General Leave or Emergency Leave, any amount received on behalf of the employee in Worker's Compensation insurance payments shall be given to the employee.

11.5 LEAVE WITHOUT PAY

Use of leave without pay is discouraged and may be cause for disciplinary action. Under exceptional circumstances, the City Manager may grant a regular employee leave without pay for a period not to exceed six (6) months only when it is in the best interest of the City to do so.

During an approved leave without pay, an employee shall not accumulate service credit, accrue leave benefits, or be eligible for pay increases. Failure on the part of the employee to report promptly at the expiration of a leave without pay shall be cause for dismissal.

11.6 MILITARY LEAVE FOR RESERVE TRAINING OR EMERGENCY STATE SERVICE

In accordance with TCA § 8-33-109, all employees who are members of any reserve component of the United States Armed Forces, upon presentation of official orders, will be allowed paid leave of absence for required training or duty for a period not exceeding ~~fifteen (15)~~ twenty (20) working days during a calendar year. This would be a maximum of ~~120~~160 hours for employees working forty hours per week and ~~168~~ 224 hours for Fire Department station-based shift employees. In the event that the time of such training is optional, the time shall be designated at the discretion of the City.

All employees who are members of the Tennessee National Guard, upon presentation of official orders, shall be entitled to the same amounts of paid leave during a calendar year from their respective duties on all days during which they shall be engaged in field training ordered or authorized under military code. TCA § 58-1-106 provides that additional military leave will be granted on all days when they are called into the actual service of the State by the commander-in-chief.

Every request for military leave is to be submitted as far in advance as practical and must be accompanied by official orders. Until the City has received the official orders, any absence

for military training or duty will be charged as leave without pay or as General Leave.

## 11.7 CIVIL LEAVE

Upon providing proof acceptable to the head of the department, an employee shall be given necessary time off without loss of regular pay when performing jury duty or when subpoenaed as a witness.

## 11.8 ADMINISTRATIVE LEAVE

The City Manager may excuse employees from duty in special situations for short periods of time ~~for the benefit~~when it is in the best interest of the City. This type of leave would also be granted when an employee is assigned to home pending completion of an investigation.

~~11.9~~

## 11.9 UNAUTHORIZED ABSENCES

Unless there are extenuating circumstances for unauthorized absence, an employee who is absent from duty without approval shall receive no pay for the duration of the absence and shall be subject to other appropriate disciplinary action. Any employee who has more than twenty-four hours of unauthorized absence during a twelve months period will be subject to dismissal.

Failure of an employee to report for work at the expiration of an authorized leave or to request an extension of such leave shall be considered an absence without leave or unauthorized absence.

Tardiness

Under ordinary circumstances, unavoidable or necessary absence from duty of less than one hour or tardiness may be excused without charge to leave if such absence or tardiness can be fully justified by the employee to the supervisor's satisfaction. Otherwise, such absence will be handled administratively by requiring additional work, by charging the time as leave without pay without permission, or by permitting the employee to use General Leave if the absence is over one hour. If an employee is frequently tardy, the supervisor shall take corrective action.

# Ordinances
# Second Reading

**COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM**
**10-65**

DATE: July 26, 2010

TO: Gary Cinder, Interim City Manager

THROUGH: Kathryn Baldwin, Community Development Director KGB

FROM: Kahla Gentry, Senior Planner KG.

SUBJECT: **REZONING AND LAND USE PLAN AMENDMENT; PARCELS 15.00 AND 16.00, ANDERSON COUNTY TAX MAP 100A, GROUP C ON BUS TERMINAL ROAD**

An item for the City Council agenda is a request to rezone Parcels 15.00 and 16.00, Anderson County Tax Map 100A, Group C, from IND-1, Industrial to R-4, High Density Residential. The property is owned by Methodist Medical Center and the applicant is Medical Development Corporation, Atlanta, Georgia. The rezoning is requested to allow the development of an assisted living facility. The subject property was once used for a bus maintenance facility. The building on the site was demolished in 1997 and the site has remained undeveloped since that time. It has most recently been used by Methodist Medical Center for a staging area during their renovations. The current condition of the site detracts from the area because of overgrown weeds, construction debris and old broken up areas of concrete and asphalt. Utilization and redevelopment of the site is needed. The property proposed for rezoning has an area of approximately 4.39 acres. The location on Bus Terminal Road is across from the Pinewood softball field zoned RG-1. On the south is Greenfield assisted living, zoned R-4-C, Multiple Family; NHC nursing home zoned O-2, Office and an AT&T facility zoned IND-1, Industrial. Ridgeway Center and Security Square, zoned B-2, General Business are north of the subject property. Behind the property on the west is an auto glass repair and body shop zoned B-2, General Business. At their regular meeting on July 22, 2010, the Oak Ridge Municipal Planning Commission voted 9-0 to recommend approval of the requested rezoning and the associated Land Use Plan amendment from B, General Business to R, Residential. Approval was recommended for the following reasons:

1. Based upon the mix of zoning and existing uses in the area, including commercial establishments, offices, residential and nursing facilities for the elderly and a City park, R-4, High Density Residential is seen as more appropriate than IND-1, Industrial. The former use that generated the IND-1 designation has been removed and the area is not oriented towards industrial establishments.
2. The subject property is contiguous to property zoned R-4-C, Multiple Family.
3. Development of the property under R-4 zoning would be a positive contribution to the surrounding area. The property has remained underutilized and vacant for many years with IND-1 zoning.

Staff also recommends approval of the requested rezoning from IND-1 to R-4 and Land Use Plan amendment from B, General Business to R, Residential. The area is one with a wide variety of uses, however the proposed R-4 zoning is a logical extension of the R-4-C zoning adjacent to the south.

**City Manager's Comments:**

I have reviewed the above issue and recommend Council action as outlined in this document.

Gary Cinder, Interim City Manager — 7/27/10 Date

Staff Review of Rezoning Request

Location & Approximate Area: Anderson County Tax Map 100A, Group C, Parcels 15.00 and 16.00, located on the west side of Bus Terminal Road across from Pinewood Softball Field. Approximately 4.39 acres in area.

Date: July 16, 2010

Owner: Methodist Medical Center
990 Oak Ridge Tpke.
Oak Ridge, TN

Applicant: Medical Development Corporation
1530 Dunwoody Village Parkway
Atlanta, GA 30338

Request Rezoning
From: IND-1, Industrial
To: R-4, High Density Residential

Purpose: To develop an assisted living facility.

Site Characteristics: Site is level. Former bus maintenance facility has been removed and site has been remediated, however concrete, asphalt and gravel remain.

Existing Land Use: The site has been used as a staging area for Methodist Medical Center during their renovations. The site has piles of dirt and construction debris along with overgrown weeds.

Adjacent Land Uses & Zoning:
North: B-2, General Business in commercial use.
East: O-2, Office in office use and RG-1 used for City softball field.
South: R-4-C, Multiple Family – location of Greenfield assisted living, IND-1, Industrial-location of AT&T storage yard and O-2, Office – location of NHC nursing home.
West: B-2, General Business, auto glass repair and body shop

Previous Rezoning Requests: none

2. Conformity with 1988 Comprehensive Plan: The Land Use Plan designates this area as B, General Business. If rezoned a major amendment to the Land Use Plan map is required to change the designation from B, General Business to R, Residential.

   Applicable Policies:
   Policy P-7: The City will promote the availability of housing alternatives for elderly and "empty nester" homeowners and others who may desire them.

3. Applicable Regulations:
   Setbacks: R-4, High Density Residential setbacks are as follows: Front – 25 feet; Side – 12 feet plus 5 feet on each side per floor over 2 stories with a maximum of 50 feet; Rear – 12 feet plus 10 feet per floor over 2 stories with a maximum of 50 feet
   Maximum Usable Floor Area to Lot Area Ratio: 50%

Maximum Height: No maximum height

Areas zoned R-4 must have direct access to a major thoroughfare or collector street. Bus Terminal Road is classified as a major collector between the Oak Ridge Turnpike and Laboratory Road.

**Analysis:**
The following criteria was used to evaluate the rezoning request.

**Is the proposed zoning district consistent with the City' Comprehensive Plan?**
The proposed zoning district is not consistent with the General Business land use plan designation. The subject property is adjacent to an area designated as R, Residential where a nursing home and an assisted living facility are located.

**Are there substantial changes in the character of development in or near the area under consideration that support the proposed rezoning.**
There have been no significant changes in the character of development in or near the area. The building on the site was demolished in 1997 and the site has remained undeveloped since that time. Overgrown weeds and construction debris on the subject property have detracted from the area.

**Is the character of the area suitable for the uses permitted in the proposed zoning district and is the proposed zoning district compatible with surrounding zoning and uses?**
The area in which the subject property is located is one of mixed uses and is found to be suitable for the uses permitted in the R-4 district. In addition to assisted living facilities the R-4 district allows multiple family dwellings, community facilities, hotel or motel, bed & breakfast inns, offices, medical office uses, animal hospitals, religious institutions, and educational institutions. The existing uses on three sides of the property include uses permitted in the R-4 district. The abutting property on the south, Greenfield assisted living, is zoned R-4-C. The R-4 district is seen as more appropriate than the current IND-1 zoning designation for this area. If the site is developed under R-4 zoning a "Type C" landscaped buffer will be required between the site and the adjacent properties zoned IND-1 and B-2.

**Will the proposed rezoning create an isolated district unrelated to adjacent and nearby districts?**
No, there is R-4-C zoning on adjacent property.

**Are public facilities and services adequate to accommodate the proposed zoning district?**
Yes, public facilities and road capacity are adequate.

**Would the requested rezoning have environmental impacts?**
No, environmental impacts are likely to be similar whether the site is developed as IND-1 or R-4, however uses permitted in the IND-1 district are more likely to have the potential for negative environmental impact due to noise, truck traffic or other impacts associated with industrial uses.

4. Impacts of Rezoning: Rezoning from IND-1 to R-4 changes the potential character of development for the site in a desirable direction more suited as an adjacent use to the offices, park, nursing home and assisted living facility that are existing next to and nearby the subject property.

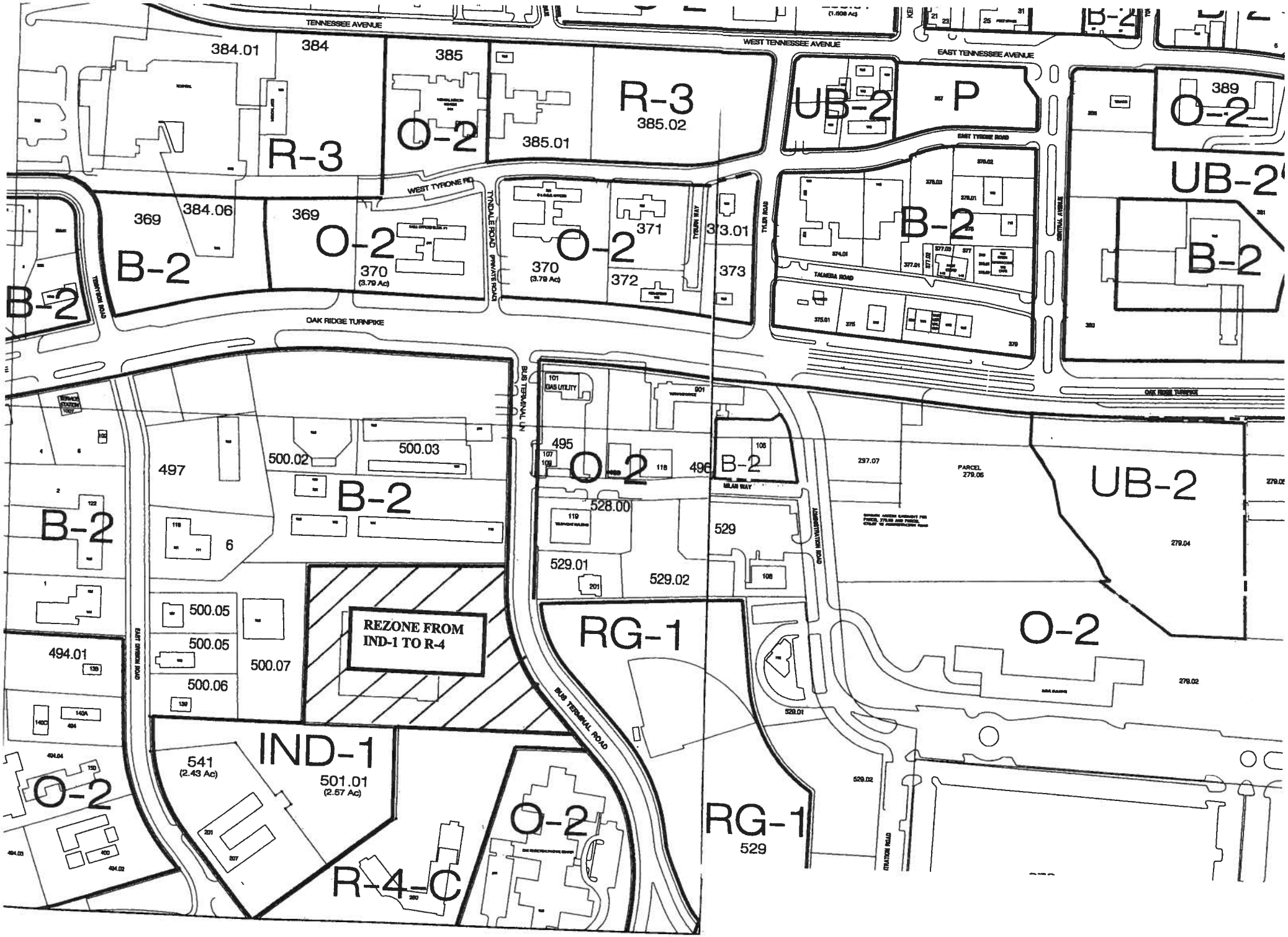
5. Neighborhood Position: No comments received as of 7/16/10.

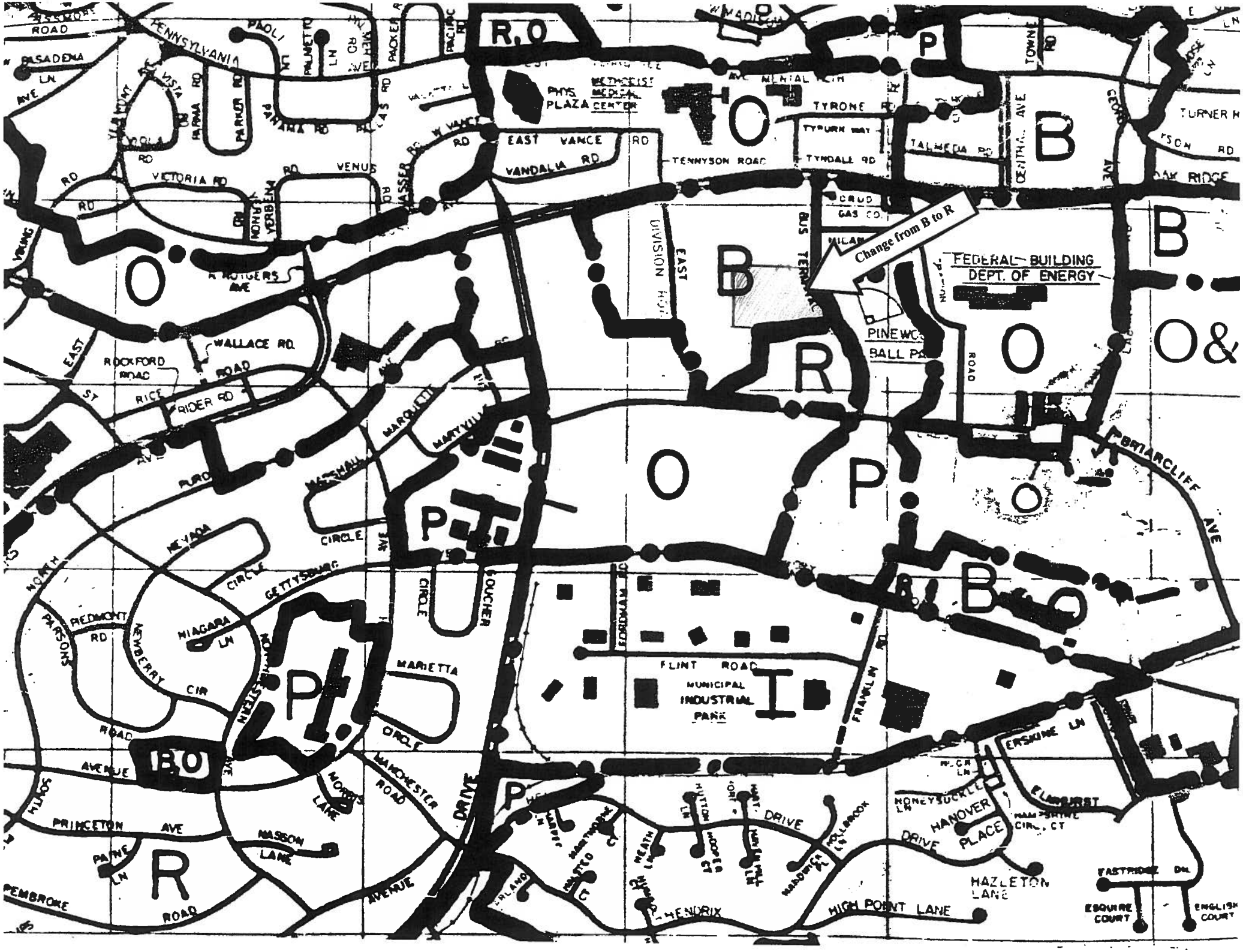
6. Notification of Property Owners Within 200': July 9, 2010

7. Rezoning Sign Posted: July 8, 2010

8. Conclusion and Planning Staff Recommendation: Staff recommends approval of rezoning the subject property from IND-1 to R-4 and approval of the related Land Use Plan amendment from B, General Business to R, Residential. The R-4 zoning district is seen as more appropriate than the current IND-1 zoning district. The uses allowed in the R-4 district are similar to most of the existing uses in the area and would be more compatible with the assisted living facility and nursing home facility adjacent on south side.

Planning Commission Recommendation: July 22, 2010: Recommended approval of the requested rezoning and Land Use Plan amendment by a vote of 9-0.


TENNESSEE AVENUE
WEST TENNESSEE AVENUE
EAST TENNESSEE AVENUE
384.01
384
385
R-3
O-2
385.01
R-3
385.02
UB-2
P
389
O-2
UB-2
EAST TYRONE ROAD
WEST TYRONE RD
369
384.06
369
B-2
O-2
370
(3.79 Ac)
TYNDALE ROAD
PRIVATE ROAD
O-2
370
(3.79 Ac)
371
372
TYRUN WAY
373.01
373
TYLER ROAD
B-2
TAUMEA ROAD
CENTRAL AVENUE
B-2
B-2
B-2
TERRYCOR ROAD
OAK RIDGE TURNPIKE
OAK RIDGE TURNPIKE
BUS TERMINAL LN
101
GAS UTILITY
901
495
O-2
496
B-2
MILAN WAY
297.07
PARCEL
279.05
UB-2
279.04
497
500.02
500.03
B-2
B-2
6
528.00
529
529.01
529.02
MILAN WAY
500.05
500.05
500.07
500.06
REZONE FROM
IND-1 TO R-4
RG-1
O-2
279.02
494.01
EAST DERRIAN ROAD
BUS TERMINAL ROAD
541
(2.43 Ac)
IND-1
501.01
(2.57 Ac)
O-2
O-2
R-4-C
RG-1
529
STATION ROAD


Change from B to R
FEDERAL BUILDING
DEPT. OF ENERGY
PHS PLAZA
METHODIST MEDICAL CENTER
TYRONE RD
TYRURN WAY
TYNDALE RD
TENNYSON ROAD
EAST VANCE RD
VANDALIA RD
VENUS RD
VICTORIA RD
PALMETTO
PARKER RD
PENNSYLVANIA
PASADENA
WALLACE RD.
ROCKFORD ROAD
RICE
RIDER RD
MARQUETTE
MARTYVILLE
MATTHAU
CIRCLE
NEVADA
GETTYSBURG
PIEDMONT RD
NIAGARA LN
NEWBERRY CIR
PARSONS
NORTH
SOUTH
PRINCETON AVE
PAYNE LN
PEMBROKE ROAD
MASSON LANE
MORRIS LANE
MANCHESTER ROAD
MARIETTA
DOUCHER
FORDHAM
FLINT ROAD
MUNICIPAL INDUSTRIAL PARK
FRANKLIN
BRIARCLIFF AVE
ERSKINE LN
ELMHURST
HONEYSUCKLE LN
HANOVER PLACE
HAZLETON LANE
HIGH POINT LANE
HENDRIX
EASTRIDGE DR
ESQUIRE COURT
ENGLISH COURT
EAST DIVISION
BUS TERMINAL
CRUD GAS CO.
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ORDINANCE NO. _____

**TITLE**

AN ORDINANCE TO AMEND ORDINANCE NO. 2, TITLED "THE ZONING ORDINANCE OF THE CITY OF OAK RIDGE, TENNESSEE," BY AMENDING THE ZONING MAP WHICH IS MADE A PART OF THE ORDINANCE BY CHANGING THE ZONING DISTRICT OF PARCEL 015.00, ANDERSON COUNTY TAX MAP 100A, GROUP C, AND PARCEL 016.00, MAP 100A, GROUP C, FROM IND-1, INDUSTRIAL, TO R-4, HIGH DENSITY RESIDENTIAL; AND AMENDING THE COMPREHENSIVE PLAN'S LAND USE PLAN BY CHANGING THE DESIGNATION OF SAID PARCELS FROM B, BUSINESS TO R, RESIDENTIAL.

WHEREAS, the following change has been submitted for approval or disapproval to the Oak Ridge Municipal Planning Commission and the Commission has approved the same; and

WHEREAS, a public hearing thereon has been held as required by law.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OAK RIDGE TENNESSEE:

Section 1. The district boundaries of the zoning map attached to and made a part of Ordinance No. 2, as amended, are revised in the following particulars:

| Property Description | Location | Present Zoning District | New Zoning District |
|---|---|---|---|
| Parcel 015.00, Map 100A, Group C (± 2.78 Acres) | Bus Terminal Road (formerly 140 Bus Terminal Rd) | IND-1, Industrial | R-4, High Density Residential |
| Parcel 016.00, Map 100A, Group C (± 1.61 Acres) | Bus Terminal Road (formerly 140 Bus Terminal Rd) | IND-1, Industrial | R-4, High Density Residential |

Section 2. The changes shall be imposed upon said map and shall be as much a part of Ordinance No. 2 as if fully described therein.

Section 3. The rezoning requires a major amendment to the Comprehensive Plan's Land Use Plan, and said Plan is hereby amended by changing the designation of Parcel 015.00 and Parcel 016.00, Map 100A, Group C, to be changed from B, Business to R, Residential.

Section 4. This ordinance shall become effective ten (10) days after adoption on second reading, the welfare of the City of Oak Ridge requiring it.

APPROVED AS TO FORM AND LEGALITY:

City Attorney

Mayor

City Clerk

Public Hearing: 8/9/10
First Reading: 8/9/10
Publication Date: 8/16/10
Second Reading: _____
Publication Date: _____
Effective Date: _____

# Resolutions General

**PERSONNEL MEMORANDUM**
**10-080**

August 30, 2010

TO: Mark S. Watson, City Manager

THROUGH: Steven W. Jenkins, Deputy City Manager

FROM: Penelope H. Sissom, Personnel Director

SUBJECT: REVISED CLASSIFICATION PLAN

The accompanying Resolution provides for approval of a revised Classification Plan for City employees for FY 2011.

The classification plan is adopted by resolution and reflects any changes that occur during the fiscal year. The addition of the positions of Community Development Specialist (Class Code 1514, Salary Range 22) and Animal Shelter Attendant (Class Code 3043, Salary Range 11) to the classification plan will complete implementation of a staffing change that occurred during FY 2010 and provide for a FY 2011 change.

The Community Development Specialist position is to assist with the City's sustainability efforts and serves as the staff liaison to the Environmental Quality Advisory Board in addition to preparation of grant proposals and assisting with other Community Development Department projects. This position was funded in both the FY2010 and FY2011 Budgets.

The Animal Shelter Attendant position will assist with clerical functions at the Animal Shelter as well as assisting with the care and feeding of animals and cleaning of the cages and facility. This position should result in the Animal Control Officers spending more time in the field and being able to respond to requests in a more timely fashion. While the position is not a budgeted position, it is anticipated that an increase in fees and the reduction in overtime payments for the current staff will cover the costs associated with hiring someone on a temporary part-time trial basis of twenty (20) hours per week during FY2011.

Both of these positions were reviewed by Dr. L. O. Rabinowitz, who assists the City on a contractual basis with classification and compensation issues. Dr. Rabinowitz reviewed the job descriptions as well as the suggested pay ranges and how they compared with other City positions with similar responsibilities and requirements.

At its August 4, 2010 meeting, the Personnel Advisory Board reviewed each of the suggested new position titles and job descriptions individually and had a separate vote on each item. Each suggested change passed unanimously with all five PAB members present and voting. Attached is a letter from the Board supporting the revised Classification Plan.

Staff recommends adoption of the attached resolution that will approve a revised Classification Plan for FY 2011 that adds the positions of Community Development Specialist and Animal Shelter Attendant.

Penelope H. Sissom

Attachments

**City Manager's Comments:**

I have reviewed the above issue and recommend Council action as outlined in this document.

Mark S. Watson — Date: 9/1/2010

CITY OF
OAK RIDGE

Personnel Advisory Board

POST OFFICE BOX 1 • OAK RIDGE, TENNESSEE 37831-0001

August 27, 2010

The Honorable Mayor and Members of City Council
City of Oak Ridge
200 South Tulane Avenue
Oak Ridge, TN 37830

Article 4 –Classification Plan of the Personnel Plan (Ordinance No.27-85 as Amended) specifies that the City's Classification Plan shall consist of classes submitted by the City Manager, reviewed by the Personnel Advisory Board and adopted by the City Council by resolution. This Article also states that job descriptions shall be established by the City Manager with the review and advice of the Personnel Advisory Board.

At our regular meeting on August 4, 2010, the Board reviewed two new positions that need to be added to the Classification Plan: Community Development Specialist and Animal Shelter Attendant. Among other assignments such as preparation of grants, the Community Development Specialist currently serves as staff liaison to the Environmental Quality Advisory Board and Greenways Oak Ridge and performs duties associated with the City's sustainability initiatives. The Animal Shelter Attendant will provide clerical support for the Animal Shelter and will assist with cleaning of animal cages and providing food, water and care for animals.

All members of the Board were present at the meeting and agreed unanimously that the position of Community Development Specialist at pay grade 22 exempt and the position of Animal Shelter Attendant at pay grade 11 non-exempt be added to the Classification Plan.

Members of the Personnel Advisory Board are available to answer any questions you might have about this proposed resolution to provide a revised Classification Plan.

Mary Frances Tolliver

Mary Frances Tolliver
Chair, Personnel Advisory Board

cc: City Manager
Members of Personnel Advisory Board
Personnel Director

NUMBER _____

**RESOLUTION**

WHEREAS, the City periodically needs to make modifications in its Classification Plan because of increased responsibilities and new positions that are necessary to better carry out the functions of various departments in providing services to Oak Ridge citizens; and

WHEREAS, Article 4, Subsection 4.2 of the Personnel Plan for Employees of the City of Oak Ridge, Tennessee (Ordinance No. 27-85) specifies that the Classification Plan of City employees shall consist of classes submitted by the City Manager, recommended by the Personnel Advisory Board, and adopted by City Council by resolution; and

WHEREAS, the Personnel Advisory Board by its action at its August 4, 2010 meeting reviewed the recommended job descriptions of Community Development Specialist and Animal Shelter Attendant and unanimously approved the attached revised Classification Plan for FY 2011; and

WHEREAS, the City Manager recommends approval of the revised Classification Plan for FY 2011.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is approved and the attached revised Classification Plan for FY 2011 is hereby adopted.

This the 13th day of September, 2010.

APPROVED AS TO FORM AND LEGALITY:

Kristi R. Kirschenbaum

City Attorney

_____
Mayor

_____
City Clerk

**CLASSIFICATION PLAN - FY 2011**

| CLASS CODE | SALARY RANGE | CLASS TITLE | FLSA |
|---|---|---|---|
| **1000** | | **ADMINISTRATIVE SERIES** | |
| | | CITY ADMINISTRATION | |
| 1001 | 34 | Deputy City Manager | E |
| 1003 | 25 | City Clerk | E |
| 1004 | 29 | Governmental & Public Affairs Coordinator | E |
| 1006 | 4 | Administrative Intern III | N |
| 1007 | 3 | Administrative Intern II | N |
| 1008 | 2 | Administrative Intern I | N |
| | | OFFICE & ADMINISTRATIVE SERVICES | |
| 1101 | 21 | Senior Administrative Assistant | N |
| 1103 | 15 | Administrative Assistant | N |
| 1105 | 16 | Court Clerk | N |
| 1106 | 11 | Office Assistant | N |
| 1108 | 16 | Printing Services Specialist | N |
| 1109 | 13 | Office Specialist | N |
| | | FINANCE & ACCOUNTING | |
| 1201 | 32 | Finance Director | E |
| 1202 | 27 | Accounting Division Manager | E |
| 1203 | 21 | Accountant | N |
| 1302 | 23 | Contracts/Grants Coordinator | **E** |
| 1303 | 21 | Purchasing/Contracts Coordinator | N |
| 1304 | 21 | Purchasing/Inventory Coordinator | N |
| 1205 | 17 | Accounting Specialist | N |
| 1208 | 15 | Utilities Service Representative | N |
| 1206 | 13 | Accounting Clerk | N |
| 1306 | 11 | Warehouse Clerk | N |
| 1207 | 11 | Service Center Cashier | N |
| 1209 | 11 | | N |
| | | LEGAL SERVICES | |
| 1401 | 29 | Senior Staff Attorney | E |
| 1402 | 27 | Staff Attorney | E |
| | | ECONOMIC & COMMUNITY DEVELOPMENT | |
| 1501 | 32 | Economic Development Director | E |
| 1503 | 32 | Community Development Director | E |
| 1504 | 27 | Community Development Division Manager | E |
| 1505 | 24 | Senior Planner | E |
| 1506 | 22 | Planner | N |
| 1507 | 24 | Code Enforcement Supervisor | E |
| 1508 | 21 | Senior Code Enforcement Inspector | N |
| 1509 | 19 | Code Enforcement Inspector | N |
| 1510 | 15 | Mapping Technician | N |
| 1512 | 17 | Property Maintenance Enforcement Officer | N |
| **1514** | **22** | **Community Development Specialist** | **E** |
| | | INFORMATION TECHNOLOGY | |
| 1702 | 29 | Information System Manager | E |
| 1703 | 29 | Senior Systems Analyst | E |
| 1704 | 24 | Systems Analyst | E |
| 1706 | 24 | Senior Information Systems Technician | E |
| 1707 | 21 | Information Systems Technician | E |
| | | PERSONNEL SERVICES | |
| 1801 | 32 | Personnel Director | E |
| 1803 | 27 | Personnel/Risk Program Manager | E |
| 1805 | 17 | Personnel Specialist | N |
| **2000** | | **LIBRARY SERIES** | |
| 2001 | 32 | Library Director | E |
| 2002 | 27 | Library Operations Manager | E |
| 2004 | 21 | Librarian | N |
| 2005 | 16 | Library Assistant | N |
| 2006 | 13 | Senior Library Clerk | N |
| 2008 | 11 | Library Clerk | N |
| 2009 | 3 | Library Page | N |

| CLASS CODE | SALARY RANGE | CLASS TITLE | FLSA |
|---|---|---|---|
| **3000** | | **PUBLIC SAFETY SERIES** | |
| | | FIRE OPERATIONS | |
| 3001 | 34 | Fire Chief | E |
| 3002 | 29 | Deputy Chief - Fire Prevention | E |
| 3003 | 29 | Deputy Chief - Fire Operations | E |
| 3005 | 25 | Battalion Chief | N |
| 3006 | 21 | Fire Captain | N |
| 3007 | 17 | Fire Fighter/Engineer | N |
| 3008 | 16 | Fire Fighter - Trainee | N |
| 3010 | 19 | Fire Inspector | N |
| 3012 | 24 | Fire Projects Officer | N |
| | | POLICE OPERATIONS | |
| 3021 | 34 | Police Chief | E |
| 3022 | 32 | Deputy Police Chief | E |
| 3023 | 29 | Police Captain | E |
| 3024 | 25 | Police Lieutenant | N |
| 3025 | 21 | Police Sergeant | N |
| 3029 | 19 | Detective | N |
| 3027 | 17 | Police Officer | N |
| 3028 | 16 | Police Officer - Trainee | N |
| | | POLICE ADMINISTRATION | |
| 3031 | 21 | Systems & Training Specialist | N |
| 3032 | 17 | Lead Public Safety Communications Officer | N |
| 3033 | 15 | Public Safety Communications Officer | N |
| 3035 | 15 | Lead Police Records Specialist | N |
| 3036 | 11 | Police Records Specialist | N |
| 3038 | 5 | School Crossing Guard | N |
| | | ANIMAL CONTROL | |
| 3041 | 17 | Animal Control Supervisor | N |
| 3042 | 15 | Animal Control Officer | N |
| **3043** | **11** | **Animal Shelter Attendant** | N |
| **4000** | | **RECREATION & PARKS SERIES** | |
| | | RECREATION PROGRAM OPERATIONS | E |
| 4001 | 32 | Recreation & Parks Director | E |
| 4003 | 23 | Recreation Manager | N |
| 4004 | 19 | Recreation Program Supervisor | N |
| 4005 | 17 | Recreation Program Coordinator | N |
| 4007 | 13 | Recreation Assistant | N |
| 4008 | 11 | Facility Monitor | N |
| 4009 | 11 | Security Guard | N |
| 4006 | 5 | Senior Recreation Leader | N |
| 4010 | 3 | Recreation Leader | |
| | | AQUATICS PROGRAM OPERATIONS | |
| 4012 | 11 | Pool Supervisor | N |
| 4013 | 7 | Senior Lifeguard | N |
| 4014 | 5 | Lifeguard | N |
| | | PARK MAINTENANCE OPERATIONS | |
| 4021 | 21 | Parks Maintenance Supervisor | N |
| 4022 | 17 | Parks Maintenance Crew Chief | N |
| **5000** | | **ELECTRIC OPERATIONS SERIES** | |
| | | ELECTRIC DEPARTMENT ADMINISTRATION | |
| 5001 | 34 | Electric Director | E |
| 5011 | 32 | Electric Engineering Division Manager | E |
| 5021 | 30 | Electric Operations Manager | E |
| 5030 | 27 | Special Area Supervisor | N |
| | | ELECTRICAL ENGINEERING | |
| 5013 | 30 | Electric Engineer | E |
| 5014 | 28 | Electric Project Manager | E |
| 5015 | 26 | Senior Electric Project Specialist | N |
| 5016 | 24 | Electric Project Specialist | N |

**CLASSIFICATION PLAN -FY 2011** (Continued)

| CLASS CODE | SALARY RANGE | CLASS TITLE | FLSA |
|---|---|---|---|
| | | ELECTRIC LINE MAINTENANCE OPERATIONS | |
| 5022 | 28 | Electric Operations Superintendent | N |
| 5023 | 27 | Electric Line Crew Chief | N |
| 5024 | 25 | Electric Line Technician | N |
| 5025 | 19 | Electric Line Technician - Apprentice | N |
| 5026 | 14 | Electric Line Technician - Trainee | N |
| | | TECHNICAL SERVICES | |
| 5031 | 29 | Technical Services Superintendent | N |
| 5032 | 27 | Substation Maintenance Technician | N |
| 5033 | 25 | Electric Specialist | N |
| 5035 | 27 | Power Utilization Program Supervisor | N |
| | | TRAFFIC SIGNAL MAINTENANCE | |
| 5052 | 25 | Senior Traffic Signal Technician | N |
| 5053 | 23 | Traffic Signal Technician | N |
| **6000** | | **PUBLIC WORKS OPERATIONS SERIES** | |
| | | PUBLIC WORKS ADMINISTRATION | |
| 6001 | 34 | Public Works Director | E |
| 6003 | 32 | Public Works Operations Manager | E |
| 6002 | 30 | Public Works Division Manager | E |
| | | ENGINEERING | |
| 6011 | 32 | City Engineer | E |
| 6012 | 30 | Senior Civil Engineer | E |
| 6013 | 27 | Civil Engineer | E |
| 6014 | 25 | Civil Project Manager | E |
| 6015 | 19 | Senior Civil Projects Specialist | N |
| 6016 | 17 | Civil Project Specialist | N |
| | | TREATMENT PLANT OPERATIONS | |
| 6022 | 25 | Treatment Plant Operations Supervisor | N |
| 6024 | 19 | Senior Treatment Plant Operator | N |
| 6025 | 17 | Treatment Plant Operator | N |
| 6026 | 15 | Treatment Plant Operator - Trainee | N |
| | | TREATMENT PLANT MAINTENANCE | |
| 6031 | 25 | Treatment Plant Maintenance Supervisor | N |
| 6032 | 22 | Treatment Plant Maintenance Crew Chief | N |
| 6033 | 18 | Treatment Plant Maintenance Specialist | N |
| 6034 | 19 | Senior Treatment Plant Maintenance Specialist | N |
| | | TREATMENT PLANT COMPLIANCE | |
| 6041 | 23 | Environmental Compliance Coordinator | N |
| 6042 | 19 | Laboratory Technician | N |
| | | UTILITY OPERATIONS MAINTENANCE | |
| 6051 | 27 | Operations & Maintenance Manager | E |
| 6052 | 21 | Utility Line Maintenance Crew Chief | N |
| 6053 | 19 | Street Maintenance Crew Chief | N |
| 6054 | 17 | Utility Maintenance Specialist | N |
| 6055 | 15 | Equipment Operations Specialist | N |
| 6056 | 13 | Maintenance Mechanic | N |
| 6058 | 11 | Maintenance Worker | N |
| | | FACILITIES MAINTENANCE | |
| 6071 | 23 | Facilities Maintenance Manager | E |
| 6073 | 17 | Facilities Maintenance Specialist | N |
| 6076 | 17 | Signs & Markings Specialist | N |
| | | FLEET MAINTENANCE | |
| 6081 | 23 | Fleet Maintenance Manager | E |
| 6083 | 17 | Fleet Maintenance Technician | N |
| 6084 | 11 | Fleet Service Worker | N |

**PUBLIC WORKS MEMORANDUM**
**10-21**

**DATE:** August 30, 2010

**TO:** Mark S. Watson, City Manager

**THROUGH:** Gary M. Cinder, P.E., Public Works Director

**FROM:** Susan Fallon, Contracts/Grants Coordinator
Athanasia Senecal, Community Development Specialist

**SUBJECT:** **TENNESSEE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT**

The accompanying resolution authorizes the City of Oak Ridge to accept grant funds in the amount of $100,000 from the State of Tennessee, Department of Economic and Community Development, Energy Policy Office (ECD), to assist with funding for two activities which include a building retrofit project and an energy efficiency and conservation strategy.

As a result of the American Recovery and Reinvestment Act of 2009 (ARRA), Tennessee received $42,243,200 in economic stimulus funds from the U.S. Department of Energy (DOE) for the Energy Efficiency and Conservation Block Grant Program (EECBG). Of the total amount allocated, $28,425,000 was awarded directly from DOE to the seventeen (17) cities with a population of at least 35,000 and to the ten (10) most populated counties. The remaining funds of $13,818,200 are being administered by ECD, with an allocation to-date of $13,433,842 as sub-awards to cities and counties not eligible for the direct funding from DOE. The amounts allocated directly by DOE ranged from $164,400 for Collierville to $6,225,400 for Metro Nashville/Davidson County. The $100,000 received by the City of Oak Ridge is the maximum amount of allocation made by ECD.

The $100,000 grant received by the city will be utilized to assist with funding the following two activities, with both activities scheduled for completion by June 30, 2011.

**Direct Digital Control System (DDC)**

This activity includes the purchase and installation of a direct digital control system (DDC) for the Central Services Complex. A DDC includes programmable hardware and accompanying software that allows all operations for control, trending, recording and alarming for the HVAC units to be communicated to the operator of the facility. The proposed DDC will provide for each of the sixteen (16) air-handling units to have a DDC control module with electronic sensors to perform the energy saving operations. Once installed and operating the DDC will assist with the following functions of the HVAC units.

- Optimal start/stop of units based on outside air temperature and recovery time for all seasons
- Ventilation demand based on occupancy and actual CO2 sensor levels
- Economizer for free cooling based on the heat content comparison of return air and outside air
- Multi-scheduling of run time for various units, such as
    - scheduling heating and ventilating units for actual use
    - scheduling the hall units for morning, lunch and afternoon use, with the remainder of time the units allowed to coast with heating or cooling set points

According to information reviewed by the Public Works Department from various sources, the installation of a DDC could provide 10-25% savings of the combined electrical and gas consumption for the Central Services Complex building, a savings of $21,900 to $54,725 based on the amounts paid in FY10. City staff plans to seek the expertise of TVA and/or ORNL in the development of the specifications for the DDC.

**Energy Efficiency and Conservation Strategy (EECS)**

This activity includes the public education and community outreach for strategies included in the Oak Ridge Climate Action Plan, developed by the Environmental Quality Advisory Board, by consolidating the information into a reference guide for residents with tips on how to "go green" at home as well as a list of resources to assist them. It is planned for the reference guides to be made available to the public during both the Earth Day event in April and the Secret City Festival in June. The City will also pursue outreach opportunities with the Oak Ridge Schools.

The grant application and contract propose $80,000 of the grant award to be utilized for the DDC activity, with the remaining cost of approximately $70,000 made available from the capital maintenance fund. The grant application and contract propose $20,000 of the grant award to be utilized for the EECS activity.

During a grant workshop on August 24, 2010, for communities receiving grant awards, staff learned that budget amendments could be requested during the grant period. New activities will not be allowed, but if needed, funds can be moved between approved activities. City staff has discussed scaling back the EECS activity from a reference guide to a pamphlet, to avoid redundancy of information available from other entities such as TVA and on the Internet. If a pamphlet is created instead of a reference guide, a budget amendment would be requested from ECD upon the receipt of bids for the purchase and installation of the DDC.

City staff attended a workshop detailing the grant application guidelines on November 2, 2009 and made application for the grant by the deadline of December 30, 2009. Due to the complexities of the grant guidelines and application, staff did not receive City Council approval prior to applying for the grant. City Council was notified of the submission of the grant application during the January 2010 meeting by the City Manager's Report and was notified of the grant award during the April 2010 meeting by the City Manager's Report. The grant contract was received on August 9, 2010 and will be executed upon City Council approval.

Staff recommends approval of the accompanying resolution.

**City Manager's Comments:**

I have reviewed the above issue and recommend council action as outlined in this document.

Mark S Watson
Mark S. Watson, City Manager

9/1/2010
Date

NUMBER _____

**RESOLUTION**

WHEREAS, grant monies are available through the State of Tennessee, Department of Economic and Community Development, Energy Policy Office, to assist communities in improving their infrastructure, fostering economic growth, and encouraging sound environmental practices; and

WHEREAS, the City has been awarded a $100,000.00 grant to assist with funding two activities; and

WHEREAS, the designated activities are a Direct Digital Control System for the Central Services Complex for energy saving operations and an Energy Efficiency and Conservation Strategy for public education and community outreach; and

WHEREAS, the City Manager recommends the grant be accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is approved and a grant from the State of Tennessee, Department of Economic and Community Development, Energy Policy Office, in the amount of $100,000.00, is hereby accepted.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the appropriate legal documents to accomplish the same.

This the 13th day of September 2010.

APPROVED AS TO FORM AND LEGALITY:

Kristi R. Krushenski

City Attorney

Mayor

City Clerk

# Resolutions Bids and Contracts

**CITY CLERK MEMORANDUM**
**10-59**

DATE: September 1, 2010

TO: Mark S. Watson, City Manager

FROM: Jacquelyn J. Bernard, City Clerk

SUBJECT: HEALTHY START PROGRAM GRANT

Attached is a resolution approving a grant agreement and authorizing the disbursement of $31,850 to Prevent Child Abuse Tennessee for use in the Healthy Start of Anderson County Program. City Council approved the grant with the adoption of the FY 2011 Budget. This is the 10th year that a grant for the Healthy Start Program has been included in the City budget.

Originally, Healthy Start was a program of the Anderson County Health Council which served as its 501(c) 3 umbrella agency. Unfortunately, the Anderson County Health Council dissolved on June 30, 2010 due to funding losses, but fortunately for Healthy Start it became a program under Prevent Child Abuse Tennessee on July 1, 2010. Prevent Child Abuse Tennessee has 501(c)3 status and will provide oversight of financial matters, including yearly audits as required by the City's guidelines. Due to the change in Healthy Start's umbrella agency, a new funding request was submitted to the City on August 4, 2010. It is attached in its entirety. Also attached is a July 8, 2010 letter from Ms. Marcia Slagle, the Healthy Start Program Director, with an attached "letter of transition" signed by the Executive Director and Board President of Prevent Child Abuse Tennessee.

As you will note, Healthy Start is requesting a grant of $35,000 and this amount was awarded in FY 2002 and FY 2003. However, it was reduced to $31,850 in FY 2004 when other budget reductions were being made across the board, and it has remained the same in subsequent years. This is the grant amount contained in the FY 2011 budget.

Prevent Child Abuse Tennessee (Healthy Start of Anderson County) has met the requirements imposed by TCA § 6-54-111 for such grants as well as the Council's *Guidelines for Disbursement of Funds to Charitable Not-for-Profit Organizations* (copy attached). In addition to the materials included in the grant request, Prevent Child Abuse Tennessee has submitted a copy of its Financial Statements and Independent Auditors' Report as of June 30, 2009 and its Federal Form 990-EZ (Return for Organization Exempt from Income Tax) for the period beginning July 1, 2008 and ending June 30, 2009. Both will be placed on file in the City Clerk's Office and are available for the Council's review if they so desire.

Ms. Marcia Slagle, Program Director for Healthy Start of Anderson County and the new Director of Prevention Initiatives for the East Tennessee Region of Prevent Child Abuse Tennessee, will be present at the September 13th City Council meeting to respond to any questions the Council may have.

Jacquelyn J. Bernard
City Clerk

Attachments

**Interim City Manager's Comments:**

I have reviewed the above issue and recommend Council action as outlined in this document.

Mark S. Watson — 9/2/10

Mark S. Watson — Date

# CITY OF OAK RIDGE, TENNESSEE

## GUIDELINES FOR DISBURSEMENT OF FUNDS TO CHARITABLE NOT-FOR-PROFIT ORGANIZATIONS

1. All applications for funds shall be submitted to the City Manager prior to December 31, 1979, and applications for funds in succeeding years shall be likewise submitted prior to December 31 for consideration in the City's appropriation ordinance.

2. Each application shall state the purpose for which the funds are sought and shall further state that any funds provided shall be used solely for the purpose(s) stated.

3. The applicant shall state that the organization is a charitable not-for-profit organization and is qualified to receive funds from the City of Oak Ridge. The term "not-for-profit" shall mean that no portion of the revenue or income inures to the benefit of any member, individual or stockholder. The applicant shall submit with each application a copy of its charter of incorporation and in addition provide such other evidence in support of its application which would support its eligibility to receive a contribution.

4. The applicant shall state that the services to be performed are for the benefit of and will be available to all citizens of Oak Ridge and that such services are to be provided on a year-round basis.

5. The applicant shall state that the organization employs a Certified Public Accountant and that an annual audit shall be provided the City prior to December 31 each year.

6. The applicant shall further state that it will provide quarterly reports describing its activities and such other reasonably required report(s) when requested by the City.

7. The application shall state that it will make available for inspection all of its books and records by the City Manager or his designated representative at all reasonable times.

8. The applicant shall submit with its annual audit a statement with reflects a comparison of services rendered residents of Oak Ridge and all other persons served.

ADOPTED BY OAK RIDGE CITY COUNCIL
JUNE 4, 1979 (CITY ATTORNEY'S REPORT)

RECEIVED
2010 JUL -9 PM 3:31
OFFICE OF THE CITY CLERK

**Healthy Start of Anderson County**
299 Old Edgemoor Road
Oak Ridge, TN 37830-9032
865-255-3837

July 8, 2010

Oak Ridge City Council
200 South Tulane Avenue
Oak Ridge, TN 37830

Dear City Council members,

Healthy Start of Anderson County has found a new home. On July 1, 2010, Healthy Start became a program under Prevent Child Abuse Tennessee. Their main office is in Nashville and they had been searching for an East Tennessee satellite office. This is a win-win situation for both organizations. They are an established 501 ©) 3 organization with multiple programs addressing child abuse. Prevent Child Abuse Tennessee is a state chapter of Prevent Child Abuse America, which overseas the national Healthy Families America that credentials us.

I have enclosed a brochure from Prevent Child Abuse Tennessee as well as the official letter of transition from their executive director and their board president. If you need any more information regarding this transition, do not hesitate to contact me.

One of the positive things that led to this merger is the support you give to Healthy Start and the support from the residents of Anderson County for the past 12 years.

Sincerely,

Marcia Slagle
Program Director

Enclosures (2)

**Prevent Child Abuse** Tennessee

4751 Trousdale Dr., Suite 201
Nashville, TN 37220
615.383.0994 *tel*
888.383.0994 *tel*
615.383.6089 *fax*
www.pcat.org

July 1, 2010

Prevent Child Abuse Tennessee Board of Directors voted unanimously to absorb the Healthy Starts Anderson County program into Prevent Child Abuse TN (PCAT). We are excited about adding such high quality staff and program to our agency. Marcia Slagle will become Director of Prevention Initiatives, East TN Region. The following transition plan was developed in conjunction with the Anderson County Health Council:

- The Anderson County Health Council and PCAT boards agreed to a transition plan with some flexibility, voted on by both entities that will be formally signed and retained in the corporate records of each.
- PCAT will bring the 2 staff from Anderson County Health Council on as employees of Prevent Child Abuse TN and provide oversight of program and finances
- Designated funds for Anderson County Healthy Starts will be identified, retained and administered to cover all expenses of the program.
- A member of the Healthy Starts Advisory Council will become a voting member of the PCAT Board of Directors.
- Income and Expenses for Healthy Starts Anderson County will be managed by our accounting firm and all direct and indirect costs accounted for in that specific account. PCAT has an external audit each year that meets or exceeds general auditing principles.
- Healthy Start Anderson County has secured a location and all office equipment and supplies currently used will remain with them.

We welcome Staff and Advocacy Council members to our organization and are excited about the additional impact we will be able to make on families in the East TN area as a result of this partnership.

Sincerely,

Carla Snodgrass
Executive Director

Jessica Doyle Hooper
Board President

RECEIVED
2010 AUG -5 PM 3:00
OFFICE OF THE CITY CLERK

# City of Oak Ridge

# Not-for-profit Organization

# Funding Request

August 4, 2010

| | |
|---|---|
| **Agency Making Request:** | Prevent Child Abuse TN (Healthy Start of Anderson County) |
| **Address:** | 299 Old Edgemoor Road<br>Oak Ridge, TN 37830 |
| **Telephone:** | (865)483-7377 |
| **Fax:** | (865)482-1812 |
| **Contact Person:** | Marcia Slagle |

# Healthy Start of Anderson County Funding Request

*Funding Request*: Continuation of $35,000 annual funding from Oak Ridge City Council.

***Purpose of Funding Request:***

The Healthy Start program for Anderson County was transferred to Prevent Child Abuse TN due to the dissolution of the Anderson County Health Council. This took place on June 30, 2010. The transition took place with the United Way annual funding and the Anderson County Government funding securely in place. Healthy Start will need the financial support from the City of Oak Ridge to be able to continue to serve residents in Oak Ridge. In 1998 Healthy Start received a three year demonstration grant from Covenant Health to implement the program in Anderson County. In 1995 and 1998 Anderson County did not qualify for funding from the Division of Maternal and Child Health (Tennessee Dept of Health) because money was directed to areas with the lowest income and highest minority population. Although Anderson County's average income looks high (due to Oak Ridge), many areas of the county reflect the surrounding area's isolation, poverty of income and opportunity. It is interesting to note that since the inception of the Healthy Start program in Anderson County, 52% of our families have been residents of Oak Ridge. This past year 78% of the families served are residents of Oak Ridge. This reflects the continued funding support we have received from the city of Oak Ridge that enables us to continue to serve high risk parents living in Oak Ridge.

Healthy Start of Anderson County is credentialed by Healthy Families America, the parent organization. The goals are set by the national organization and are as follows:

- promote positive parenting
- encourage and improve child health and development
- prevent and/or reduce child abuse and neglect.

These goals are met by providing in-home education for the parents. The weekly visits involve teaching age appropriate curriculum for the baby, mentoring of good parenting skills, monitoring the baby's growth and development, and providing referrals for community resources. Parents at greater risk to use inappropriate child rearing techniques are those who lack basic resources, support and information about effective child-rearing and have limited educational and work experiences. When children from these families grow up, they are at increased risk to develop serious problems with truancy, drug abuse, delinquency or mental illness. The positive outcomes of prevention programs, with even relatively small reductions in the rate of child maltreatment, demonstrate that **prevention can be cost-effective**. Most of the investments in prevention, particularly as they apply to investments in families with young children, are likely to have "payback curves" that extend over a long period of time, with much of the savings occurring when the child reaches a healthy, productive and nonviolent adulthood.

Research shows that about 25,000 children are abused or neglected every year in Tennessee. The Department of Children's Services recently stated that "every foster child in state's custody costs the

state $50,000 a year." A recent news article stated that Tennessee taxpayers pay approximately $850,000,000 yearly in costs related to child abuse. For the past 4 years Prevent Child Abuse Tennessee has led a home visitation coalition for programs across the state. Healthy Start of Anderson County has been a part of this coalition since its inception. The Governor's task force on home visiting programs came to Oak Ridge to host a "community café". Our parents participated in this event and were able to tell the task force how valuable the Healthy Start program is to them. Federal funding for home visitation programs has been passed and Tennessee is in the process of applying for these funds. This funding has been designated to support existing evidenced based programs. Anderson County has had an evidence based home visitation program for **12 years** and that program is **Healthy Start**!

The Healthy Start Advocacy Committee was formed in 2007. This committee has helped introduce the residents of Anderson County to the important work of Healthy Start. A "Blue Ribbon Campaign" in April was held in conjunction with the national Prevent Child Abuse Awareness Month. Proclamations from the County Commission as well as local city governments designated April as prevent child abuse awareness month. A large photo exhibit entitled "Real Men Rock"was produced with the help of the Oak Ridge Camera Club. This exhibit was part of a month long exhibit at the Oak Ridge Children's Museum in 2009. The committee has completed a 3rd annual letter campaign to raise funds. Our grant writer wrote 2 grants this year and we were awarded one grant for $3,000. The League of Women Voters continues to be our advocate to the local and state leaders to find new funds. In October 2006, we began a collaboration with the Oak Ridge Unitarian Church congregation to provide volunteers to assist with our families. The congregation has again renewed their sponsorship. The members of this congregation have supported us this past year with transportation needs, hauling furniture, and meeting emergency financial needs of our families as they arise. The church was awarded a grant from the national Unitarian Foundation to fund a transportation program for Healthy Start. A group of drivers are available to transport Healthy Start families to appointments and they are reimbursed for mileage. This has enabled Healthy Start to divert our transportation funding to other needs.

On December 5, 2007, the Center for Disease Control reported that "for the first time in 14 years, the number of teenagers having babies in the United States rose." It was also stated that one reason for the teen birth rate rise might be partly a result of not reaching hard-to-reach teens. Many programs addressing teen pregnancy had been eliminated because teen pregnancy and teen births had lessened consistently since 1991. Healthy Start had to eliminate the job of the Family Support worker serving the rural parts of Anderson County because of cuts in funding in 2005. All of the participants served in the rural areas prior to 2005 were teenagers (ages 14-19). One of the goals for Healthy Start in 2010 is to hire a Family Support worker to serve the first-time parents in the rural parts of the county again.

***Description of Agency:***

Prevent Child Abuse Tennessee was originally established in 1984 as Parents Anonymous, providing parent support through weekly groups and a statewide 24-hour Helpline. In 1998 they became the Tennessee chapter of Prevent Child Abuse America. In 2000, Prevent Child Abuse Tennessee became a founding member of the National Family Support Roundtable and brought the Circle of Parents concept to Tennessee. As a chapter of Prevent Child Abuse America and Family Support

America, they receive national support in the areas of advocacy, public awareness and research. Prevent Child Abuse America is also the parent organization for Healthy Families America, which credentials the Healthy Start program in Anderson County.

This will be the second home visitation program for Prevent Child Abuse Tennessee as they offer one in Davidson County. They were looking for a location in East Tennessee to open a satellite office for Prevent Child Abuse Tennessee. Their goals include the development of a prevention network through out the state of Tennessee, to educate the public about the prevalence of child abuse and their role in child abuse prevention and to facilitate the development and support of community-based programs throughout the state. The volunteer Board of Directors consists of 14 members , who serve on different committees which give focus and determine the direction of the Prevent Child Abuse Tennessee's efforts. There will be a board member from Anderson County appointed to represent Healthy Start. Prevent Child Abuse Tennessee receives funding from private foundations, individual and corporate donations, state and federal grants and two signature fund raising events. Partnerships with Kappa Delta Sororities on campuses across Tennessee as their national philanthropy and partnership with the Tennessee Employee Giving Campaign, Board of Regents Giving Campaign, and Tennessee Combined Federal Campaigns provides strong community giving partnerships. Prevent Child Abuse Tennessee was impressed with the community support Healthy Start has managed to secure over the years. They will provide management of all financial matters, using an accounting firm to oversee their financial matters. They also have 501 (c) 3 status and yearly audits.

***Services Offered:***

To qualify for the Healthy Start program a family must be a first time parent, meet the risk assessment that documents need for the program, and be a resident of Anderson County. Services include, but are not limited to: educational and supportive home visits; developmental testing of babies; group support meetings; parent and baby transportation to health and social services; used maternity and children's clothing; emergency formula, diapers and food; lending library of baby equipment and car seats; monthly age-appropriate children's books; referrals to community services; and staff attendance at birth of baby when appropriate.

***Audit Requirements:***

Current funding requirements mandate that Prevent Child Abuse Tennessee undergoes an annual full compliance audit.

Prevent Child Abuse Tennessee agrees to provide future audit reports to the City of Oak Ridge before December 31 of each year.

_____

Signature of Authorized Official

***Reporting Requirements:***

Prevent Child Abuse Tennessee agrees to provide quarterly reports describing program activities and other reasonably required report(s) when requested by the City of Oak Ridge.

_____

Signature of Authorized Official

Prevent Child Abuse Tennessee agrees to make available for inspection all of its books and records to the City Manager or his designated representative at all reasonable times.

_____

Signature of Authorized Official

Prevent Child Abuse Tennessee agrees to submit with its annual audit a statement which reflects a comparison of services rendered to residents of Oak Ridge and all other persons served.

_____

Signature of Authorized Official

# PROGRAM HISTORY

Healthy Start/ Healthy Families of Anderson County is part of the state and national organization of Healthy Families America. Twenty-nine counties in Tennessee currently receive state funding for their Healthy Start programs. This resulted from two Oak Ridge residents - Janie Hiserote and Virginia Coleman- championing the Healthy Start program at the state level. Anderson County was excluded from this funding opportunity due to a relatively high per capita income (Oak Ridge is high while rural areas are extremely low) and lack of significant minority population..

Janie and Virginia along with several other notable Oak Ridge and Anderson County citizens continued to pursue avenues to launch the program. They were driven in large part by the success of the original program in Hawaii: a 5-year study in 1998 reported 99.3% non-abuse and 98.8% non-neglect rates for these high risk families served by Healthy Start. This reflects an 80% decrease in severe child abuse rates. **In our twelve years, out of 347 families only 7 children have been removed from the home for neglect, and none were removed for abuse.**

Every Healthy Start program is required by Healthy Families America to go through a rigorous credentialing inspection. In 2003, the Healthy Start of Anderson County successfully completed this process and was hailed as "one of the elite programs in the United States" by the credentialing team. We are currently in the process of re-crendentialing with Healthy Families America.

2009 was a busy year for Healthy Start. As more of our older children were enrolled in pre-K classes, our Family Support Worker had time to work with more new families with newborns. One family that was homeless for a number of months has been able to find a place to rent. Our teenage mom who is in state's custody has made significant changes in her life. She has bonded with her baby, become a better student, and begun to plan for her future. Eight of our moms have no "mother figure" in their lives (due to death, drugs/alcohol, or abandonment) so they have needed extra guidance from our Family Support Worker in learning their role of motherhood. Three of our moms completed 5 years in Healthy Start in 2010 as their child entered kindergarten.

# PROGRAM RESULTS

The following data are for all Healthy Start clients:

**Goal # 1 - To systematically assess the strengths and needs of new parents and refer them to community services as needed.**

**PROGRESS MADE TOWARD ACHIEVING GOAL(S).**

**Current Report Period:(2009)**
During the months of **January - December 2009**, 7 new families were assessed and admitted to the program. Referrals on 7 families residing in the rural areas of Anderson County had to be referred to other agencies due to our lack of staff to serve this area. We also were unable to assess 6 other referrals from the Oak Ridge area due to lack of staff and high retention rate of our current families in the program. According to Healthy Families America guidelines, each Family Support worker can serve 12-15 families at one time.

**Cumulative:(1998-2009)**

- Total Target Population screened
  A total of 3,365 families have been screened since the program began. There were 86 screened in1998, 177 screened in 1999, 191 in 2000, 508 in 2001, 415 in 2002, and 470 in 2003, 697 in 2004, 317 in 2005, 178 in 2006, 112 in 2007, 116 in 2008 and 98 in 2009.
- Positive screens assessed
  Of the 3,365 families screened, 356 were appropriate to be assessed. All 356 families were assessed.
- Families enrolled with less that 1% refusal rate
  Of the 356 families assessed, 343 assessed positive and entered the program, 8 assessed positive and refused the program, 5 assessed negative.

- Referral to community resources:
  Clients have typically needed help in the following areas: transportation, finding pediatric services, finding housing, child care services, employment, education programs (GED, college), emotional support, and referrals to community resources for financial assistance.

**NARRATIVE.**
**Current Report Period:(2009)**
During this reporting period, the scores on the Kempe Family Stress Checklist averaged 41 points.
(a score of 25 points or greater by either the mother or the father allows the program to be offered) These scores placed the targeted families in the extremely high risk category which demands close supervision.

**Cumulative:(1998-2009)**
Upon receiving a potential family's name, contact is made by the Family Assessment Worker (FAW) and the screening tool is administered. If mom or dad meet the requirements as defined by Healthy Families America, the FAW administers the Kempe Family Stress Checklist.

**Goal # 2 - To enhance family functioning by building trusting, nurturing relationships, teaching problem solving skills, and improving the family's support system.**

**PROGRESS MADE TOWARD ACHIEVING GOAL(S).**

**Current Report Period:(2009)**

During **January - December 2009**, an average of 15 families per month were served. 467 home visits were scheduled, with families attending 402 of them. An additional 1488 contacts were made on behalf of the families. 30 family members attended support group meetings. Additional services provided included 190 transports; 187 assistants with food and clothing ; 31 uses of the lending baby equipment, and 393 sessions of parental education.

**Cumulative:(1998-2009)**

Since the program began in April 1998, there have been 6,447 home visits. Each home visit is 1.5 hours in length which equals a total of 9,670 hours spent with Healthy Start of Anderson County families during the last eleven years.

**NARRATIVE.**

**Current Report Period:(2009)**

The knowledge gained by the parents at the 402 lessons/home visits enable the parents to build a trusting relationship with their Family Support Worker, set and work toward goals, gain problem solving skills, and benefit by having appropriate role models. The greatest need for aiding families seems to be transportation to the various community resources. Without this assistance, most of the families would not be able to use the Health Department, Human Services or pediatric services. A few of our families do have cars but they often cannot afford the gas or maintenance costs. The Unitarian Universalist Church received a grant to provide mileage reimbursement for volunteer drivers. This grant enabled Healthy Start to use monies normally spent on transportation to other basic needs for our families.

**Cumulative:(1998-2009)**

Curriculum presented during home visits increases the parent(s) knowledge of appropriate infant/child behavior and development: Also included are lessons on stress management, family management, money management, nutrition, first aid/CPR, safety, basic child care and development, goal setting, self esteem, and health education. Each level has a preset curriculum, compiled by Healthy Start Staff, designed for each particular visit. Each Family Support Worker presents all curriculum as designated plus any additional materials as needed for particular clients. The curriculum has regular reviews to update all materials.

**Goal # 3 - To promote positive parent-child interactive relationships.**

**PROGRESS MADE TOWARD ACHIEVING GOAL(S).**

**Current Report Period:(2009)**

The results of the yearly evaluations completed between Jan.- Dec. 2009 showed 95% of the parents scored positive bonding with their babies. 87% of the parents scored above average on their knowledge of appropriate infant behavior. This assessment of knowledge is done annually. **One family** completed 5 years in the program this year. **Two other families** have achieved this in 2010. This demonstrates the strength of retention in our Healthy Start program. A Hispanic family continues to receive services, thanks to the assistance of a translator volunteering her time. We have 3 families expecting their first baby in 2010.

**Cumulative:(1998-2009)**

Of the 356 families involved in the program, only 20 have had second pregnancies, a rate of 5%.
( According to the CDC National Vital Statistics Reports, Volume 47, Number 12, the rate of second births to teen mothers nation wide is 22%. )

Of the 356 families involved in the program, only 7 children have been removed from the home due to neglect a rate of 1%; none have been removed for abuse.

Of the active prenatal participants, 266 babies were normal birth weight,13 babies weighed between 4-5 pounds, 1 baby weighed between 3-4 pounds and there were 0 births under 2 pounds.

**NARRATIVE.**

**Current Report Period:(2009)**

At home visits, new parents are strongly encouraged and taught how to bond with their babies. At each stage of the baby's development, appropriate methods of interaction are role modeled by the Family Support worker, then taught to the parent. The parents are monitored weekly on the quality and quantity of interaction between them and their baby.

**Cumulative:(1998-2009)**

Parents are presented information about birth control options and encouraged to wait at least three years before having another baby. Healthy Start of Anderson County adheres to the Healthy Families America model and has set as a priority reaching the families as early prenatally as possible. Teens are in the high risk category for negative birth outcomes. The Center for Disease Control reports that teen pregnancies in the United States shows the first increase in 14 years! Because of the high percentage of teens in our Healthy Start program, every effort is made to reduce these risks as much as possible. Early and regular prenatal care does more to reduce this risk than any other factor.

**Goal # 4 - To promote healthy childhood growth and development.**

**PROGRESS MADE TOWARD ACHIEVING GOAL(S).**

**Current Report Period:(2009)**

The yearly evaluation completed during **Jan. -Dec. 2009** , revealed 96% of babies tested with the Denver II Developmental Screen were developmentally appropriate for their age. The results also showed **all but one of our babies received timely well baby examinations**. The family with that one baby recently moved here and has not been assigned to a pediatrician yet. Of the doctor reports received, 98% have age appropriate immunizations.

**Cumulative:(1998-2009)**

- A medical home - 96% of Healthy Start babies have had a medical home.
- Well baby check-ups - 94% of Healthy Start babies have completed EPSD&T well checks.
- Up-to-date immunizations - 96% of Healthy Start babies have had age appropriate immunizations.

**NARRATIVE.**

**Current Report Period:(2009)**

Parents want their babies to be healthy and developmentally on task. Many ask for their babies to be tested with the Denver II Screen between scheduled tests and seek methods to stimulate physical and mental growth. Babies are screened with the Denver II Developmental test starting at three months and testing is repeated every three months until the first birthday. After age one, the screening is done every six months. Parents are provided materials and activities to work with their infant/child to assure developmental progress is maintained and/or increased as needed. Babies requiring professional developmental help are referred to the appropriate therapeutic agency.

The immunization records speak to the importance the mothers place on protecting their babies against illness.

**Cumulative:(1998-2009)**

Typically the Healthy Start worker devotes 800 miles of driving each month in home visits and transporting clients to essential services such as physician appointments; WIC appointments; support group meetings; and Department of Human Services appointments. This time and effort has been beneficial to two areas: first in access to essential services and second in clients who are more open to discussing personal matters during the transport. The majority of client transportation is for medical services that include prenatal, well baby and sick baby visits.

## PROGRAM BUDGET/REVENUE

| | |
|---|---|
| Annual Healthy Start program budget is: (Includes 2 full time staff) | **$85,000** |
| Revenue: | |
| United Way of Anderson County | $17,975 |
| Anderson County Commission: | $3,999 |
| Private Donations: | $20,000 |
| Fund Raisers | 4,000 |
| Grants | 5,000 |
| **TOTAL REVENUE** | **$50,974** |
| **Request from City of Oak Ridge** | **$35,000** |

Nationally, the cost per family for a year of Healthy Start service is $5,000. Our program averages $3,855 per family per year. Home visitation is an expensive social services program. Providing trained in-home workers to teach new parents with an evidenced based program requires certain standards be met for hiring and retaining workers. We are also fortunate to have a variety of resources available to our families in Anderson County.

## CLIENT DEMOGRAPHICS

| Location | # of 2009 Clients | # of Total(1998-2009) Clients |
|---|---|---|
| Oak Ridge | 14 | 170 |
| Powell/Claxton | 0 | 13 |
| Clinton City | 8 | 111 |
| Lake City | 2 | 29 |
| Oliver Springs | 1 | 34 |
| Heiskell | 0 | 4 |
| Andersonville | 0 | 6 |
| Briceville | 0 | 3 |
| Norris | 0 | 4 |
| **TOTAL** | **24** | **374** |

★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★

The Healthy Start Program of Anderson County provided these additional activities for families in Oak Ridge.

## Mother Goose

The Mother Goose program is a free interactive program for babies, toddlers and their care givers. Language enrichment is promoted by using songs, play and a lively repertoire of touching, bouncing, clapping and circle rhymes. This program was initiated by Healthy Start of Anderson County in January 2006. After observing the program in Knox County, we felt the families in our area would benefit from this program. The Family Support Worker was trained, minimal equipment was purchased with private donations, and the first class was held in January 2006. During the first year, 398 parents/grandparents and babies were served. During 2007, 373 parents/grandparents and babies have been served. In 2008, a total of 756 parents/grandparents and babies participated. In 2009, the numbers continued to increase. 1292 parents/grandparents and babies attended the classes. The classes meet two times a month at the Oak Ridge Civic Center. It is open to all area residents. A new class started in November at the Lake City Family Resource Center. 28 families and children were served at this new location. This program will no longer be supported by Healthy Start due to staff limitations. Arrangements are being made for another program to take over this activity.

## Breakfast with Santa

This year the Healthy Start advocacy committee approached the Oak Ridge Youth Advisory Board, proposing that Healthy Start staff and volunteers provide the "photos with Santa" this year. 11 volunteers worked during the breakfast to take photos, print photos and distribute them. Healthy Start plans to provide this service again next year.

This is a year of transition for Healthy Start. The move to Prevent Child Abuse Tennessee is a natural fit for our program. We are working with this new agency as they go through the credentialing process with Healthy Families America for the combined home visitation programs. We are looking at other fund raising efforts that can be done in Anderson County. There is hope for new monies coming to the states for home visitation programs as federal dollars have been allocated for evidenced based programs such as Healthy Start. This will enable us to hire another staff member to serve the rural areas of Anderson County again.

NUMBER_____

**RESOLUTION**

WHEREAS, TCA § 6-54-111 authorizes municipalities to appropriate funds for the financial aid of nonprofit charitable or civic organizations provided such organizations meet the requirements of the law; and

WHEREAS, pursuant to said statute, on June 4, 1979, City Council adopted *Guidelines for Disbursement of Funds to Charitable Not-for-Profit Organizations* which incorporate the requirements to be met by the organizations to qualify for such funds; and

WHEREAS, on May 24, 2010, City Council adopted the Fiscal Year 2011 budget for the City of Oak Ridge, which budget contains an appropriation of $31,850 as a grant for the Anderson County Health Council's Healthy Start Program; and

WHEREAS, the Anderson County Health Council dissolved on June 30, 2010 and on July 1, 2010, Healthy Start became a program under Prevent Child Abuse Tennessee; and

WHEREAS, Prevent Child Abuse Tennessee has met the City's *Guidelines for Disbursement of Funds to Charitable Not-for-Profit Organizations.*

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the attached grant agreement is approved and the City Manager is authorized and directed to disburse budgeted funds in the amount of $31,850.00 to Prevent Child Abuse Tennessee for use in the Healthy Start of Anderson County Program, said organization having met the requirements of TCA § 6-54-111 and the City's *Guidelines for Disbursement of Funds to Charitable Not-for-Profit Organizations.*

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the appropriate legal instruments to accomplish the same.

This the 13th day of September 2010.

APPROVED AS TO FORM AND LEGALITY:

_____ _____

City Attorney Mayor

_____

City Clerk

# GRANT AGREEMENT

BETWEEN THE CITY OF OAK RIDGE, TENNESSEE AND PREVENT CHILD ABUSE TENNESSEE

This is a Grant Agreement by and between the City of Oak Ridge, Tennessee, hereinafter referred to as the "City," and Prevent Child Abuse Tennessee, hereinafter referred to as the "Grantee," dated this 13th day of September, 2010.

WITNESSETH

WHEREAS, the City of Oak Ridge authorizes grant funding for non-profit organizations during the City's budget process in accordance with the City's Guidelines for Disbursement of Funds to Charitable Not-for-Profit Organizations (Guidelines); and

WHEREAS, the Grantee complied with the Guidelines and was approved for funding in the amount of $31,850 by City Council.

IT IS THEREFORE AGREED that the following provisions shall apply:

1. PURPOSE. In accordance with the Guidelines, the Grantee shall solely use the grant funds for the purpose(s) stated in the application submitted to the City, which application was the basis for the City's approval of the grant request.

2. TERM. This Grant Agreement shall be for a term of one year, effective for the period commencing July 1, 2010 and ending on June 30, 2011.

3. GRANT FUNDS / PAYMENT TERMS.

   a. Grant Funds. The total grant funds available under this Grant Agreement to the Grantee are $31,850.

   b. Payment. Payment to the Grantee shall be a lump sum payment within thirty (30) days of approval of this Grant Agreement.

   c. Expenditure Report. The Grantee shall submit to the City a final expenditure report within forty five (45) days of the end of the term of this Grant Agreement. Said report shall be in form and substance acceptable to the City.

   d. Deductions. The City reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Grant Agreement between the Grantee and the City any amounts which are or shall become due and payable to the City by the Grantee.

4. REPORTING. The Grantee shall submit quarterly reports describing its activities and other reasonably required reports when requested by the City.

5. NONDISCRIMINATION. The Grantee hereby agrees, warrants and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Agreement or in the employment practices of the Grantee on the grounds of race, color, creed, religion, sex, sexual orientation, national origin, age, disability or any other legally protected status. The grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

6. MODIFICATIONS. This Grant Agreement may only be modified by a written amendment executed by all parties hereto and approved by the appropriate officials of the City.

7. ASSIGNMENT / SUBCONTRACTING. The Grantee shall not assign this Grant Agreement or enter into any subcontract for any of the services performed under this Grant Agreement without obtaining the prior written consent of the City. If such subcontracts are approved by the City, the Grantee shall ensure the subcontractor's compliance with Section 5, Nondiscrimination, of this Grant Agreement.

8. RECORDS. The Grantee shall maintain documentation for services provided under this Grant Agreement. The books, records and documents of the Grantee, insofar as they relate to work performed or money received under this Grant Agreement, shall be maintained for a period of three (3) full years from the ending date of this Grant Agreement and shall be subject to audit at any reasonable time and upon reasonable notice by the City.

9. AUDIT. The Grantee shall employ a Certified Public Accountant to perform an annual audit which shall be submitted to the City prior to December 31 of the year following the termination of this Grant Agreement.

10. GUIDELINES. The Grantee shall comply with the City's Guidelines for Disbursement of Funds to Charitable Not-For-Profit Organizations.

11. STRICT PERFORMANCE. Failure by any party to this Grant Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions or provisions of this Grant Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition or provision. No term or condition of this Grant Agreement shall be held to be waived, modified or deleted except by a written amendment signed by the parties hereto.

12. INDEPENDENT CONTRACTORS. The City and the Grantee acknowledge that the relationship created under this Grant Agreement is that of independent contracting parties and this Grant Agreement does not create a general agency, joint venture, partnership, employment relationship or franchise between the parties. Neither party shall represent itself to be an agent of the other, nor shall it execute any documents or make any commitments to any contractual or other obligations with third parties.

13. FORCE MAJEURE. The obligations of the parties to this Grant Agreement 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, acts of God, riots, war, strikes, epidemics or any other similar cause.

14. NOTICES. All instructions, notices, consents, demands or other communications required or contemplated by this Grant Agreement shall be in writing and shall be made by facsimile transmission, by overnight courier, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile or address as set forth below:

To the City:

Jacquelyn J. Bernard, City Clerk
City of Oak Ridge
P.O. Box 1
Oak Ridge, Tennessee 37831-0001
(865) 425-3407 telephone
(865) 425-3409 facsimile

To the Grantee:

Marcia Slagle, Executive Director
Healthy Start of Anderson County
299 Old Edgemoor Road
Oak Ridge, Tennessee 37830-9032
(865) 483-7377
(865) 482-1812

All communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is confirmed telephonically by the sender if prior to 5:00 p.m.

local time. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

15. GOVERNING LAW. This Grant Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

16. ENTIRE UNDERSTANDING. This Grant Agreement contains the entire understanding of the parties relating to the subject matter contained herein. This Grant Agreement supersedes any and all prior understandings, representations, negotiations and agreements between the parties relating hereto, whether oral or written.

17. SEVERABILITY. If any terms or conditions of this Grant Agreement are held to be invalid or unenforceable as a matter of law by a court of competent jurisdiction, the remaining terms and conditions shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Agreement are declared severable.

APPROVED AS TO FORM AND LEGALITY:

City Attorney

CITY OF OAK RIDGE:

Mayor

PREVENT CHILD ABUSE TENNESSEE

Signature

Typed or Printed Name and Title

# GOVERNMENT AND PUBLIC AFFAIRS MEMORANDUM
# 10-05

TO: Mark S. Watson
City Manager

FROM: Amy Fitzgerald, Ph.D.
Government and Public Affairs Coordinator

DATE: August 31, 2010

RE: **Resolution Authorizing Concurrence with the U.S. Department of Energy's "Bridge" Memorandum of Agreement (MOA) Regarding Site Interpretation of the East Tennessee Technology Park (ETTP)**

An item for the September 13th City Council meeting is the adoption of the attached resolution authorizing the City's concurrence with the subject MOA, which is also attached for your review. This "Bridge" MOA is needed for the U.S. Department of Energy's Oak Ridge Office (DOE ORO) to remain in compliance with the National Historic Preservation Act as the agency proceeds with decontamination, decommissioning, and demolition at ETTP. The MOA also provides additional time for the completion of DOE's feasibility study, which will help evaluate mitigation alternatives for interpreting the significant historic roles played by the K-25 Building; and the development of a new, final MOA regarding any mitigation measures, which is anticipated in the fall of 2010.

Background

As you are aware, DOE ORO is implementing a comprehensive cleanup plan for the Oak Ridge Reservation. The reindustrialization of the ETTP is a desired outcome of that plan, and the demolition of unneeded and/or hazardous buildings and structures has been a key component of the plan.

In 1998, DOE formally designated the K-25 building as one of its Manhattan Project "Signature Facilities," meaning that the facility is significant in interpreting the scale and importance of the Manhattan Project. In addition, in consultation with the Tennessee State Historic Preservation Office (SHPO), DOE ORO has established the K-25 Site Main Plant Historic District and the Powerhouse Historic Districts located at the ETTP.

In 2000, the DOE ORO initiated a consultation process pursuant to Section 106 of the National Historic Preservation Act. The City of Oak Ridge and the Oak Ridge Heritage and Preservation Association (ORHPA) were invited to participate in the consultation process with DOE, the SHPO, and the National Advisory Council on Historic Preservation (ACHP), as "concurring parties." For almost four years, staff and a number of community members participated in discussions with these parties regarding options to help preserve the historical significance of K-25 and associated buildings located at ETTP.

In May 2003, the City Council concurred with an MOA regarding the Decontamination and Decommissioning of the K-25 and K-27 Buildings. Pursuant to this MOA, DOE agreed to retain a consulting firm to examine preservation and interpretation options for the K-25 and K-27 buildings and other historic properties at the ETTP. The consulting firm Ehrenkrantz Eckstut & Kuhn Architects presented their report entitled *Capturing and Presenting the Historical Significance of K-25 & K-27.* In addition to examining options for interpretation of K-25 & K-27, the firm identified nine ancillary buildings for further evaluation and possible inclusion in the development of a site-wide plan for ETTP.

In April 2004, the City Council concurred with a second MOA that allowed DOE to proceed with the demolition of all but the nine ancillary buildings and the K-25 and K-27 buildings. Subsequent discussions by DOE resulted in consensus that DOE could proceed with the demolition of these remaining structures, subject to the mitigation as described in a third MOA.

City Council adopted Resolution 2-23-05 during a special meeting in February 2005, agreeing to serve as a "Concurring Party" to this third MOA entitled *Memorandum of Agreement Among the U.S. Department of Energy Oak Ridge Operations Office, the Tennessee State Historic Preservation Office, and the Advisory Council on Historic Preservation, Pursuant to 36 CFR Part 800.6(b)(2) Regarding Site Interpretation of the East Tennessee Technology Park (ETTP) (Formerly K-25 Site) on the Oak Ridge Reservation, Roane County, Tennessee.* The MOA called for DOE ORO to preserve the North End Tower of the K-25 Building, salvage and preserve portions of the Roosevelt Cell, and retain the upper 10 feet of the interior walls in the legs of the "U."

In June 2009, DOE ORO officially informed the Signatories and concurring parties to the 2005 MOA of its conclusion that the above three stipulations of the 2005 MOA could not be achieved due to the significantly deteriorated condition of the K-25 Building and resulting worker safety issues, and thus a few stipulations of the 2005 MOA could not be fully executed. DOE is currently undertaking a feasibility study to assist in evaluating mitigation alternatives for interpreting the significant historic roles played by the K-25 Building. The Mayor and staff have met with DOE's consultant and communicated the City's ongoing interest in potential mitigation measures, particularly the role of the Oak Ridge Public Library's Center for Oak Ridge Oral History (COROH).

As with the previous MOAs, this "Bridge" MOA does not legally obligate the City in any way; rather, it is a demonstration of support by the City for DOE's efforts to mitigate the adverse impacts of the demolition by evaluating options to interpret the significance of the K-25 and ancillary facilities, and the process conducted there. Once the DOE feasibility study is complete, DOE ORO intends to engage the Signatory and concurring parties for a new, final MOA regarding any mitigation measures, which is anticipated later this year. The new MOA will be brought back to Council for consideration.

Staff recommends adoption of the resolution.

Amy S. Fitzgerald

Amy S. Fitzgerald

Attachments

**City Manager's Comments:**

I have reviewed the above issue and recommend Council action as outlined in this document.

Mark S. Watson 9/2/10

Mark S. Watson Date

RECEIVED
2010 SEP -1 AM 9:30
OFFICE OF THE CITY CLERK

Katatra Vasquez
U.S. Department of Energy
200 Administration Road
Oak Ridge, TN 37830
(865) 576-0835

# From the Desk of Katatra Vasquez

July 28, 2010

Mayor Beehan,

Enclosed is the original, signature copy of the "Bridge" Memorandum of Agreement for Site Interpretation of the East Tennessee Technology Park. Please return this original copy with the addition of your signature to me at the following address:

Katatra Vasquez
U.S. Department of Energy
200 Administration Road, SE-32
Oak Ridge, TN 37831

Thank you for your assistance. If you have any questions please give me a call.

Katatra Vasquez
DOE ORO Cultural Resource Management Coordinator

"BRIDGE"
MEMORANDUM OF AGREEMENT
AMONG THE U.S. DEPARTMENT OF ENERGY,
OAK RIDGE OFFICE,
THE DEPARTMENT OF ENERGY FEDERAL PRESERVATION OFFICER,
THE TENNESSEE STATE HISTORIC PRESERVATION OFFICE, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
FOR CONTINUED COMPLIANCE WITH SECTION 106 OF THE
NATIONAL HISTORIC PRESERVATION ACT
FOR
SITE INTERPRETATION OF THE
EAST TENNESSEE TECHNOLOGY PARK
(Formerly K-25 Site)
ON THE OAK RIDGE RESERVATION, ROANE COUNTY, TENNESSEE

WHEREAS in 2005, the U.S. Department of Energy, Oak Ridge Office (DOE ORO); the DOE Federal Preservation Officer (DOE FPO); the Tennessee State Historic Preservation Officer (SHPO); and the Advisory Council on Historic Preservation (ACHP) (hereinafter collectively referred to as "the Signatories") executed a Memorandum of Agreement (hereinafter "2005 MOA") regarding site interpretation for the K-25 Building (Building U) located in the East Tennessee Technology Park (ETTP), and

WHEREAS, three stipulations of the 2005 MOA called for DOE ORO to preserve the North End Tower of the K-25 Building, salvage and preserve portions of the Roosevelt Cell, and retain the upper 10 feet of the interior walls in the legs of the "U," and

WHEREAS, by its letter of June 9, 2009, DOE ORO officially informed the Signatories and consulting parties to the 2005 MOA of its conclusion that the above three stipulations of the 2005 MOA (part of the "K-25 mitigation package") could not be achieved due to the significantly deteriorated condition of the K-25 Building and resulting worker safety issues, and thus a few stipulations of the 2005 MOA could not be fully executed. DOE informed the parties by letter of October 19, 2009, and the Tennessee SHPO concurred with this notification by letter of October 26, 2009, and

WHEREAS, Stipulations 15 b. and c. (Amendments and Termination) of the 2005 MOA called for the Signatories to consult to either amend or terminate the 2005 MOA should DOE not have been able to carry out its terms, or the other Signatories had found that the 2005 MOA was not being properly implemented, and

WHEREAS, DOE is undertaking a feasibility study pursuant to 36 CFR § 800.2(a)(3) to assist in evaluating mitigation alternatives for interpreting the significant historic roles played by the K-25 Building, and intends to engage in consultation with the Signatory and consulting parties for a new, final MOA regarding any mitigation measures, which is anticipated in the fall of 2010, and

WHEREAS, through this "Bridge MOA," the Signatory parties shall remain in compliance with their responsibilities under Section 106 of the National Historic Preservation Act (S. 106) until a final MOA for K-25 site interpretation can be executed, which is anticipated in the fall of 2010.

NOW, THEREFORE, DOE ORO, the Tennessee SHPO, and the ACHP agree that carrying out the stipulations of this Memorandum of Agreement, as well as those provisions of the 2005 MOA not specifically cited, evidences that DOE is in compliance with S.106 for ongoing decontamination, decommissioning, and demolition (D&D&D) at the East Tennessee Technology Park.

## STIPULATIONS

DOE shall ensure the following measures are carried out:

1. While it develops a feasible, viable, and final K-25 mitigation package in consultation with the Signatories and consulting parties, DOE shall ensure all of the relevant stipulations of the 2005 MOA are carried out with the exception of the three identified above and described below: preserve the North End Tower of the K-25 Building, salvage and preserve portions of the Roosevelt Cell, and retain the upper 10 feet of the interior walls in the legs of the "U."

2. To address the North End Tower (2005 MOA Stipulation #1), DOE ORO will continue with its ongoing decontamination and decommissioning of the K-25 Building. While pre-demolition activities are currently underway, demolition activities that will affect the historic integrity of the North Tower will not begin before June 30, 2011. The 2005 MOA North End Stipulation 1 requires (Stipulation 1a and 1b) historic preservation of 48 compressor assemblies for 288 feet of preserved "Process Alley" length together with "railings, steps, and other original elements of the operational configuration to provide for an authentic visual representation of a typical cell floor during operational times." If no part of the K-25 Building is preserved, at least 25 compressor assemblies, railings steps, and other signage shall be removed and preserved for future interpretation.

3. To address the retention of the Roosevelt Cell (2005 MOA Stipulation #6), DOE will preserve a similar Size 2 cell, and all associated major equipment, control valves, and connecting piping, for possible future display and interpretation.

4. To address the retention of the upper 10 feet of the interior walls (2005 MOA Stipulation #3) in the legs of the "U," DOE may proceed with the D&D&D of that portion of the K-25 Building's West Wing. One or more of the alternative mitigation plans may utilize a rebuilt wall as part of the interpretation.

5. The remaining seven stipulations of the 2005 MOA are of mixed relevance today; and shall be carried out as follows:

Stipulation 2. If no part of the original building is saved, representative Operating Floor equipment shall be saved for future interpretation.

Stipulation 4. No matter what mitigation alternative is selected, the 44-acre footprint shall be marked at all corners. Additional measures may be identified as part of the final mitigation MOA.

Stipulation 5. One example of each of the four sizes of diffusers and their compressors will be retained. An evaluation shall be made of the cost of proceeding now with declassifying and decontaminating these eight pieces.

Stipulation 7. Artifacts that might be useful for interpretation of the ETTP Site history will be retained. An evaluation shall be made of the cost of decontamination of some or all of these artifacts. (Over 700 have already been catalogued, photographed and stored.)

Stipulation 8. Portal 4, also known as K-1028-45, will be retained.

Stipulation 9. The S-50 Boiler House Chimneys have been demolished; however, the bricks are being saved for use in an historic marker of the site.

Stipulation 10. Oral histories have been taken from a diverse group of ETTP Site workers, transcribed, reviewed for classification, and shall be made available to the Center for Oak Ridge Oral Histories (Public Library) and for use in future interpretation of the Site.

6. The 2005 MOA, in saving the North End, preserved enough space to interpret the entire history of the ETTP Site—World War II, Cold War, and the final 20 years of supplying low enriched fuel for the world's civilian nuclear power plants and commercialization of the new centrifuge process. Although consulting party discussions in 2004/2005 of the "visitor experience" show the intention to include a Cold War "gallery," the 2005 MOA did not include a stipulation of what post-war equipment should be preserved. This shortcoming was discussed in the November 6, 2007, meeting. Regardless of what interpretation alternative is adopted, one example each of this radically improved technology, the 0, 00, and 000 converters and axial compressors with motors and one 40-foot centrifuge casing should be preserved, declassified, and, if necessary, decontaminated for future interpretation.

7. Signatory and consulting parties MOA review process:

   A. DOE shall provide the draft feasibility study and DOE ORO and DOE FPO comments on the draft feasibility study to all the Signatories and consulting parties for 30 days to review and send comments to DOE ORO.

   B. At the end of the 30-day comment period, DOE shall consider all comments received and develop a preferred mitigation plan. DOE shall provide its preferred mitigation plan to all consulting parties, along with a written response to the comments received and how they were considered in reaching its preferred mitigation plan.

   C. DOE shall then schedule a consultation meeting to discuss its preferred mitigation plan. The preferred mitigation plan, with draft final MOA to implement the plan, will be distributed to all at least two weeks prior to the consulting party meeting. After

this meeting, DOE shall consider all comments received in finalizing the mitigation plan. A copy of the final mitigation plan shall be appended to the final MOA.

8. Preferred Alternative

DOE's final MOA will include specific stipulations detailing a) the order of completion of DOE's final mitigation plan for interpretation; b) its commitment to seek firm funding sources for the plan's implementation provided by DOE ORO; c) timetables for completion of the final plan, including interim benchmarks with a target date for completion; and d) clear procedures for monitoring and progress tracking by the ACHP and the Tennessee SHPO of the progress of the implementation of the final mitigation plan.

9. The final MOA will be circulated for comments. If deemed necessary, a consulting party meeting will be held.

10. The final MOA will then be signed.

11. Failure to Agree

A. If, after DOE has selected a preferred alternative, any one of the Signatories do not concur that it is an appropriate mitigation selection, DOE ORO will consult with that Signatory party to resolve the disagreement. If DOE cannot obtain concurrence, DOE will seek guidance from the ACHP pursuant to 36 CFR § 800.2(b)(2). DOE will take into account ACHP comments in resolving the issue of concurrence with reference to DOE's preferred alternative.

B. The Signatories are responsible for implementing all actions under this MOA that are not subject to dispute.

12. Administrative Provisions

A. Amendments:

Any Signatory to this MOA may propose to the other Signatories that it be amended, whereupon the Signatories will consult in accordance with 36 CFR § 800.6(c)(7) to consider such an amendment.

B. Dispute resolution:

Should any Signatory to this MOA object to any action carried out or proposed by DOE with respect to the implementation of this MOA, DOE shall consult with that Signatory party to resolve the objection. If DOE after initiating such consultation determines that the objection cannot be resolved, DOE shall forward documentation relevant to the objection to the ACHP, including the DOE proposed response to the

objection. Within forty-five (45) days after receipt of all pertinent documentation, the ACHP shall exercise one of the following options:

1. Advise DOE that the ACHP concurs in DOE's proposed final decision, whereupon DOE shall respond accordingly;

2. Provide DOE with recommendations, which DOE shall take into account in reaching a final decision regarding its response to the objection; or

3. Notify DOE that the objection will be referred to the ACHP membership for formal comment and proceed to refer the objection and comment within forty-five (45) days. The resulting comment shall be taken into account by DOE in accordance with 36 CFR § 800.7(c)(4).

Should the ACHP not exercise one of the above options within forty-five (45) days after receipt of all pertinent documentation, DOE may assume the ACHP's concurrence in its proposed response to the objections.

DOE shall take into account any ACHP recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; DOE's responsibility to carry out all actions under this MOA that are not the subject of the objections shall remain unchanged.

C. Termination of Memorandum of Agreement:

Any Signatory to this MOA may terminate it by providing thirty (30) days' notice to the other parties, provided that the parties will consult during the period prior to the termination to seek agreement on amendments or other actions that will avoid termination. In the event of termination of this MOA by the SHPO, DOE shall comply with the provisions of 36 CFR § 800.6(c)(8).

D. Duration of Memorandum of Agreement:

This MOA will terminate upon the execution of the subsequent MOA projected for the fall of 2010. Before that time, DOE may consult with the other Signatories to reconsider the terms of this MOA and propose amending it in accordance with Stipulation 8.A.

Execution of this Agreement Document and implementation of its terms serve as evidence that DOE has afforded the ACHP a reasonable opportunity to comment on the undertaking and that DOE has taken into account the effects of the undertaking on historic properties.

DEPARTMENT OF ENERGY, OAK RIDGE OFFICE

By: Gerald Boyd Date: 6/17/10
Agency Official for Purpose of Section 106
Manager, Oak Ridge Office

DEPARTMENT OF ENERGY, DOE HEADQUARTERS OFFICE

By: Date: 6/23/10
Federal Preservation Officer

TENNESSEE STATE HISTORIC PRESERVATION OFFICER

By: E. Patrick McIntyre, Jr. Date: 6/25/10
State Historic Preservation Officer

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: Ann Stevenson Date: 6/24/10
Executive Director
For John Fowler

CONCUR:

CITY OF OAK RIDGE

By:_____ Date:_____

OAK RIDGE HERITAGE AND PRESERVATION ASSOCIATION

By:_____ Date:_____

NUMBER 2-23-05

**RESOLUTION**

WHEREAS, the U.S. Department of Energy, Oak Ridge Operations Office (DOE ORO) proposes to decontaminate, decommission, and demolish eleven buildings/structures (including the K-25 and K-25 Buildings) and associated appurtenances located at the East Tennessee Technology Park (ETTP), formally known as the K-25 site, located in the City of Oak Ridge; and

WHEREAS, these buildings and associated appurtenances are eligible for inclusion in the National Register of Historic Places; and

WHEREAS, pursuant to 36 CFR Part 800 regulations implementing Section 106 of the National Historic Preservation Act (U.S.C. Part 470f) and in consultation with the Tennessee State Historic Preservation Office (SHPO), DOE ORO has determined that the demolition of these buildings/structures at the ETTP will have an adverse effect on the historical character of these buildings/structures, as well as on the K-25 Site Main Plant Historic District and the Powerhouse Historic Districts; and

WHEREAS, the City of Oak Ridge supports the preservation of key historical artifacts from the ETTP site, and the interpretation of the significance of these facilities and the gaseous diffusion process at the American Museum of Science and Energy, the Oak Ridge Public Library and other locations within the City limits; and

WHEREAS, DOE ORO has completed, in accordance with a 2003 Memorandum of Agreement (MOA) for the K-25 and K-27 buildings, an Architectural and Engineering (A&E) report that evaluates various preservation options related to the K-25 and K-27 buildings and other historical properties at the ETTP, and nine of the 108 buildings were been identified report as having potential for further evaluation in development of the site-wide alternative for ETTP; and

WHEREAS, DOE ORO has complied with a second MOA, signed in 2004, to set aside the nine buildings, along with the K-25 and K-27 buildings, for a period of up to twelve months ending in April 2005 for further review and interpretation of the K-25 site; and

WHEREAS, the City of Oak Ridge also supports the accelerated cleanup of the ETTP in order to reduce risk and to promote reindustrialization of the site for economic diversification; and

WHEREAS, DOE ORO has prepared an additional MOA entitled *Memorandum of Agreement Among the U.S. Department of Energy Oak Ridge Operations Office, the Tennessee State Historic Preservation Office, and the Advisory Council on Historic Preservation, Pursuant to 36 CFR Part 800.6(b)(2) Regarding Site Interpretation of the East Tennessee Technology Park (ETTP) (Formerly K-25 Site) on the Oak Ridge Reservation, Roane County, Tennessee*; and

WHEREAS, DOE ORO has requested that the City of Oak Ridge provide comments on the MOA, and sign the MOA as a "Concurring Party," to demonstrate support for the mitigation of adverse effects on the historical character of these buildings/structures on the K-25 Site Main Plant Historic District and the Powerhouse Historic Districts, as well as support for the demolition of the remaining buildings/structures;

WHEREAS, the City desires to comment on the MOA and to sign the MOA upon satisfactory resolution of the City's comments; and

WHEREAS, the City Manager recommends transmittal of the attached comments entitled *City of Oak Ridge Comments on the Memorandum of Agreement Among the U.S. Department of Energy Oak Ridge Operations Office, the Tennessee State Historic Preservation Office, and the Advisory Council on Historic Preservation, Pursuant to 36 CFR Part 800.6(b)(2) Regarding Site Interpretation of the East Tennessee Technology Park (ETTP) (Formerly K-25 Site) on the Oak Ridge Reservation, Roane County, Tennessee* and signing the attached MOA as a "Concurring Party" upon satisfactory resolution of the City's comments.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendations of the City Manager are approved and the City shall transmit the attached comments entitled *City of Oak Ridge Comments on the Memorandum of Agreement Among the U.S. Department of Energy Oak Ridge Operations Office, the Tennessee State Historic Preservation Office, and the Advisory Council on Historic Preservation, Pursuant to 36 CFR Part 800.6(b)(2) Regarding Site Interpretation of the East Tennessee Technology Park (ETTP) (Formerly K-25 Site) on the Oak Ridge Reservation, Roane County, Tennessee* to the U.S. Department of Energy as the official comments of the City of Oak Ridge.

BE IT FURTHER RESOLVED, that the City of Oak Ridge agrees to be designated a "Concurring Party" to the final MOA entitled *Memorandum of Agreement Among the U.S. Department of Energy Oak Ridge Operations Office, the Tennessee State Historic Preservation Office, and the Advisory Council on Historic Preservation, Pursuant to 36 CFR Part 800.6(b)(2) Regarding Site Interpretation of the East Tennessee Technology Park (ETTP) (Formerly K-25 Site) on the Oak Ridge Reservation, Roane County, Tennessee* subject to the satisfactory resolution of the City's comments as determined by the Mayor, in consultation with the City Manager.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the appropriate legal documents to accomplish the same.

This the 21st day of February 2005.

APPROVED AS TO FORM AND LEGALITY:

Kenneth R. Krushenski
City Attorney

David R. Brockhart
Mayor

Jacquelyn J. Bernard
City Clerk

***City of Oak Ridge Comments on the Memorandum of Agreement Among the U.S. Department of Energy Oak Ridge Operations Office, the Tennessee State Historic Preservation Office, and the Advisory Council on Historic Preservation, Pursuant to 36 CFR Part 800.6(b)(2) Regarding Site Interpretation of the East Tennessee Technology Park (ETTP) (Formerly K-25 Site) on the Oak Ridge Reservation, Roane County, Tennessee (February 2005)***

The City of Oak Ridge appreciates the opportunity to sign the Memorandum of Agreement (MOA) as a concurring party. The City also appreciates the cooperation of the Department of Energy, Bechtel Jacobs, the Oak Ridge Heritage and Preservation Association (ORHPA), the American Museum of Science and Energy (AMSE), the Oak Ridge Convention and Visitors Bureau (ORCVB), the Local Oversight Committee (LOC), Oak Ridge citizens, and other federal and state parties during the past year of consultation regarding the interpretation of the former K-25 site. These efforts have resulted in productive dialogue and generated a great deal of consensus among the parties and within the community.

In developing the forthcoming DOE Oak Ridge Reservation (ORR) Manhattan Project Strategic Plan, DOE should continue to collaborate on the agency's plans for further development and coordination of the three signature facilities in Oak Ridge. These facilities are key structures within the multi-location Manhattan Project and Cold War historical areas within the DOE complex.

As noted in the previous MOA, the City urges that artifacts originating from ORR facilities remain in Oak Ridge, except as on temporary loan. In addition, as stated in the City's Heritage Tourism Master Plan, AMSE should be the key central location for orientation and overview of the Manhattan Project story, with additional interpretation at the other ORR sites. Thus, further planning for the interpretation of ETTP and the North End building and equipment is needed, and as such, the City urges DOE to proceed expeditiously with the Strategic Plan.

The City also requests that the parties consider the following comments in the preparation of the final Memorandum of Agreement (MOA):

**North End (a.k.a. Tower) Building -- (6% of the "U", 135,000 sq. ft. footprint)**

1. Save the building shell structure; seal the Transite walls.
2. Re-roof the building.
3. Leave all the operating equipment and remains of the 1945- 1964 operating environment in place.
4. The focus of North End equipment interpretation will be the one Withdrawal Alley between K303-9 and 303-10 on the Cell Floor, the Roosevelt Cell of 6 stages, and the on the Operating Floor above that general area. (Removal of HEU hot spots and hazardous materials abatement can proceed).
5. Inventory major, unclassified, missing equipment (e.g. instrument panels, line recorder stations, block and control valves) or other major equipment needed for future restoration of this small section which needs to be saved when demolishing the other Size 2 sections, e.g. in K303 buildings or K-27.

**The "Legs" of the "U" and K-27– (94% of the WWII Structure; 2910 stages = 97% of the 3000 stages)**

A. Proceed with Deactivation, Decontamination, and Demolition, saving only:
   1. Artifacts, bicycles, graffiti, and other items as identified, that are needed for interpretation in the North End, at AMSE, and/or other sites in Oak Ridge.
   2. Cell floor and Operating floor equipment items (valves, wheels, motors, control panels, etc.) as required to replace key principal components missing from the central part of North End.
   3. One example of each cleaned-out diffuser shell of the other 4 K-25 "U" sizes, and compressors.

B. Proceed with the plan to fill in part of the Vault below each "leg" with rubble, leaving 10' of vault wall exposed with handrail.

C. Work to have the Department of the Interior grant "Landmark Status" to the "U" footprint.

**The Balance of Plant Site Including Ancillary Buildings**

A. Proceed with Demolition of ancillary structures, saving only Portal 4-a.k.a. K 1028-45.

B. Complete a professional, ground level, 3-D type filming of the "U" inside and out, before further dismantling.

C. Complete the oral history collection now underway from K-25 veterans (as well as others) now being coordinated by AMSE, obtaining histories of workers from the entire site as well as original settlers of that area, construction workers, etc.

D. Evaluate at least one of the low chimneys on the Clinch River peninsula, which now are the sole remnants of the S-50 Plant, Oak Ridge's third U-235 separating facility in WWII.

NUMBER_____

**RESOLUTION**

WHEREAS, the U.S. Department of Energy, Oak Ridge Operations Office (DOE ORO) is in the process of decontaminating, decommissioning, and demolishing the K-25 and K-27 Buildings and associated appurtenances located at the East Tennessee Technology Park (ETTP), formally known as the K-25 site, located in the City of Oak Ridge; and

WHEREAS, these buildings and associated appurtenances are eligible for inclusion in the National Register of Historic Places; and

WHEREAS, pursuant to 36 CFR Part 800 regulations implementing Section 106 of the National Historic Preservation Act (U.S.C. Part 470f) DOE ORO, the Advisory Council on Historic Preservation (ACHP), and the Tennessee State Historic Preservation Office (SHPO), (hereinafter collectively referred to as "the Signatories") have determined that the demolition of these buildings/structures at the ETTP will have an adverse effect on the historical character of these buildings/structures, as well as on the K-25 Site Main Plant Historic District and the Powerhouse Historic Districts; and

WHEREAS, the City of Oak Ridge supports the preservation of key historical artifacts from the ETTP site, and the interpretation of the significance of these facilities and the gaseous diffusion process at the American Museum of Science and Energy, the Oak Ridge Public Library and other locations within the City limits; and

WHEREAS, the City of Oak Ridge also supports the accelerated cleanup of the ETTP in order to reduce risk and to promote reindustrialization of the site for economic diversification; and

WHEREAS, in March 2005, the Signatories executed an Memorandum of Agreement (MOA) entitled *Memorandum of Agreement Among the U.S. Department of Energy Oak Ridge Operations Office, the Tennessee State Historic Preservation Office, and the Advisory Council on Historic Preservation, Pursuant to 36 CFR Part 800.6(b)(2) Regarding Site Interpretation of the East Tennessee Technology Park (ETTP) (Formerly K-25 Site) on the Oak Ridge Reservation, Roane County, Tennessee*; and

WHEREAS, pursuant to City Council Resolution 2-23-05, the City of Oak Ridge is a signatory to the MOA as a "Concurring Party," to demonstrate support for the mitigation of adverse effects on the historical character of these buildings/structures on the K-25 Site Main Plant Historic District and the Powerhouse Historic Districts, as well as support for the demolition of the remaining buildings/structures; and

WHEREAS, three stipulations of the 2005 MOA called for DOE ORO to preserve the North End Tower of the K-25 Building, salvage and preserve portions of the Roosevelt Cell, and retain the upper 10 feet of the interior walls in the legs of the "U;" and

WHEREAS, in June 2009, DOE ORO officially informed the Signatories and concurring parties to the 2005 MOA of its conclusion that the above three stipulations of the 2005 MOA could not be achieved due to the significantly deteriorated condition of the K-25 Building and resulting worker safety issues, and thus a few stipulations of the 2005 MOA could not be fully executed; and

WHEREAS, DOE is undertaking a feasibility study pursuant to 36 CFR § 800.2(a)(3) to assist in evaluating mitigation alternatives for interpreting the significant historic roles played by the K-25 Building, and intends to engage in consultation with the Signatory and concurring parties for a new, final MOA regarding any mitigation measures, which is anticipated in the fall of 2010; and

WHEREAS, thorough a proposed "Bridge MOA," the Signatory parties shall remain in compliance with the responsibilities under Section 106 of the National Historic Preservation Act until a final MOA for K-25 site interpretation can be executed, which is anticipated in the fall of 2010; and

WHEREAS, the Signatories agree that carrying out the stipulations of the *"Bridge" Memorandum of Agreement Among the U.S. Department of Energy, Oak Ridge Office, The Department of Energy Federal Preservation Officer, The Tennessee State Historic Preservation Office, and The Advisory Council on Historic Preservation, For Continued Compliance with Section 106 of the National Historic Preservation Act for Site Interpretation of the East Tennessee Technology Park (Formerly K-25 Site) on the Oak Ridge Reservation, Roane County, Tennessee*, as well as those provision of the 2005 MOA not specifically cited, evidences that DOE is in compliance with Section 106 for ongoing decontamination, decommissioning, and demolition at ETTP; and

WHEREAS, the City Manager recommends concurrence with the *"Bridge" Memorandum of Agreement Among the U.S. Department of Energy, Oak Ridge Office, The Department of Energy Federal Preservation Officer, The Tennessee State Historic Preservation Office, and The Advisory Council on Historic Preservation, For Continued Compliance with Section 106 of the National Historic Preservation Act for Site Interpretation of the East Tennessee Technology Park (Formerly K-25 Site) on the Oak Ridge Reservation, Roane County, Tennessee* to allow for (1) ongoing decontamination, decommissioning, and demolition at ETTP; (2) additional time for the completion of DOE's feasibility study; and (3) the development of a new, final MOA regarding any mitigation measures, which is anticipated in the fall of 2010.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is approved and the City concurs with the *"Bridge" Memorandum of Agreement Among the U.S. Department of Energy, Oak Ridge Office, The Department of Energy Federal Preservation Officer, The Tennessee State Historic Preservation Office, and The Advisory Council on Historic Preservation, For Continued Compliance with Section 106 of the National Historic Preservation Act for Site Interpretation of the East Tennessee Technology Park (Formerly K-25 Site) on the Oak Ridge Reservation, Roane County, Tennessee* to allow for (1) ongoing decontamination, decommissioning, and demolition at ETTP; (2) additional time for the completion of DOE's feasibility study; and (3) the development of a new, final MOA regarding any mitigation measures, which is anticipated in the fall of 2010.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the appropriate legal documents to accomplish the same.

This the 13th day of September 2010.

APPROVED AS TO FORM AND LEGALITY:

Kristi R. Kruschenski

City Attorney

Mayor

City Clerk

**ELECTRIC DEPARTMENT MEMORANDUM**
**10-24**

DATE: August 30, 2010

To: Mark Watson, City Manager

From: Jack L. Suggs, Electrical Director

SUBJECT: TVA POWER CONTRACT AMENDMENTS AND OPTIONS

Attached is a resolution authorizing the City's participation in specific TVA rate programs for the benefit of large electrical customers in the City and authorizing the City Manager to execute documents, which facilitate such participation.

As you are aware, TVA is in the process of modifying the contractual mechanisms whereby it sells power to its distributors for resale to the public. The majority of these changes were originally scheduled to take place in the third quarter of 2010, but have now been delayed till April 2011.

Prior to the postponement of the rate change, TVA had offered several programs that were to expire at the time of the rate change- thought to be October 1, 2010, but which now need to be extended. One of these programs was the 5MR program and the other was termed TD-HUD.

We have two customers who participate in these programs, saving them tens of thousands of dollars per year in energy costs. Allowing the programs to expire on October 1, 2010, would financially hurt these companies.

Two instruments are attached for your review and as models of the final contracts.

The first and longer agreement makes provisions for the City to continue to offer the Time-Differentiated Hours Use Demand (TD-HUD) program. It also contains language that allows the City to develop and implement an optional Seasonal Demand and Energy (SDE) rate. The City has one customer on TD-HUD and one customer who would like to adopt that rate. We have no customers on a SDE rate, and at this time see no advantage to offering it to our commercial customers. Should an advantage develop, however, we would be able to immediately move forward with the program.

The second agreement is a sample agreement modifying existing three party arrangements between the City, TVA and customers participating in the 5MR program. The 5MR program is one under which the customer reaps substantial savings for being able and willing to significantly reduce their load given a five minute notice. We

currently have one customer under 5MR who wishes to remain in that program. TVA is requiring the new agreement.

Staff has reviewed these programs and recommends approval of the resolution that allows our participation and those of our customers. There will be some increase in workload for the staff, both in metering and in the Finance Department as bills are calculated. Staff believes, however, that benefit accrued by our customers outweighs these cost.

Jack L. Suggs
Electrical Director

**City Manager's Comments:**

I have reviewed the above issue and recommend Council action as outlined in this document.

Mark Watson 9/1/10
Mark Watson Date

Number _____

**RESOLUTION**

WHEREAS, the City of Oak Ridge is a distributor of electric power purchased from the Tennessee Valley Authority (TVA), which organization from time to time offers special programs and incentives to electric customers made available through its distributors; and

WHEREAS, by Resolution 9-83-08, City Council approved an agreement with TVA to be able to offer the 5 MR Program to the City's customers, which program was designed to provide a monetary discount to large customers who are able to suspend operations and reduce electrical loading during periods of heavy demand; and

WHEREAS, by Resolution 9-95-09, City Council approved an agreement with TVA to be able to offer the Time Differentiated Hours Use of Demand (TD-HUD) Program to the City's customers, which program was designed to provide a monetary incentive to large customers who are able to alter their energy use to avoid high energy demands during TVA peak periods; and

WHEREAS, both of these programs are set to expire on October 1, 2010; and

WHEREAS, the City desires to continue to participate in these programs; and

WHEREAS, TVA will prepare agreements for the City's continued participation in these programs, as well as the option to participate in the Seasonal Demand and Energy (SDE) rate component of the TD-HUD Program; and

WHEREAS, the City Manager recommends approval of the agreements to continue participation in these programs.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is approved and the City is hereby authorized to enter into the necessary agreements with the Tennessee Valley Authority in order to maintain the City's participation and the City's electric customers' participation in the 5 MR Program and the Time Differentiated Hours Use of Demand (TD-HUD) Program.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the appropriate legal instruments to accomplish the same.

This the 13th day of September 2010.

APPROVED AS TO FORM AND LEGALITY:

Kristi R. Kruskenish

City Attorney

_____

Mayor

_____

City Clerk

**EXAMPLE**



# AMENDATORY AGREEMENT
# Among
# <DISTRIBUTOR>,
# <COMPANY>,
# And
# TENNESSEE VALLEY AUTHORITY

Date: _____ Contract No. _____, Supp. No. __

THIS AGREEMENT, made and entered into by and among <DISTRIBUTOR> (Distributor), a _____ created and existing under and by virtue of the laws of _____; <COMPANY> (Company), a _____ created and existing under and by virtue of the State/Commonwealth of _____; and TENNESSEE VALLEY AUTHORITY (TVA), a corporation created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended (TVA Act);

**W I T N E S S E T H:**

WHEREAS, the power supply contract between Distributor and Company (Company Contract), provides for a contract demand of _____ kW for the operation of Company's plant in/near _____; and

WHEREAS, under an agreement among Company, Distributor, and TVA, numbered _____ and dated _____ (5 MR Agreement), Company participates in TVA's 5 Minute Response (5 MR) Interruptible Program under which a portion of Company's Contract Demand is designated as 5 MR interruptible power; and

WHEREAS, Company, as an alternative, has elected to take service from the Distributor under the Time Differentiated Hours Use of Demand (TD HUD) General Power Rate/Manufacturing Service Rate – Schedule _____ for a 12-month period beginning _____ (TD HUD Period); and

WHEREAS, the parties wish to supplement and amend the 5 MR Agreement with respect to Distributor providing service to Company under Schedule _____;

NOW, THEREFORE, for and in consideration of the premises and of the agreements set forth below, and subject to the provisions of the TVA Act, the parties agree as follows:

**SECTION 1 - TERM AND TERMINATION**

The provisions of this agreement shall be effective from and after the meter-reading time on the date first above written (Effective Date), and except as otherwise

provided, shall continue in effect until the end of the TD HUD Period or the expiration or termination of the 5 MR Agreement, whichever first occurs.

**SECTION 2 - DEFINITIONS**

During the term of this agreement, Section 1 of the 5 MR Agreement shall be deemed to be replaced with the following Section 1:

**SECTION 1 - DEFINITIONS**

As used in this 5 MR Agreement:

**1.1** "**5 MR Demand**" for any clock half-hour shall mean the amount (up to and including the 5 MR available in that half-hour), if any, by which the Total Demand for that half-hour exceeds the Protected Demand.

**1.2** "**Billing Period**" shall mean the period of time from the Meter-Reading Time in one calendar month to the Meter-Reading Time in the next calendar month used to determine the power and energy amounts for which Company is to be billed.

**1.3** "**Contract Demand**" shall mean the total kW amount of power made available under the Company Contract.

**1.4** "**Demand Ratchet**" shall mean the exception language set out in the section headed "Determination of Demand" of the Rate Schedule which establishes the level below which billing demand cannot fall.

**1.5** "**Effective Interruptible Demand**" shall mean the kW amount of 5 MR Demand that TVA, in its reasonable judgment, deems to be available for suspension at the time of the 200 highest hourly average kW amounts of TVA's system load each year.

**1.6** "**Excess Demand**" for any clock half-hour shall mean the amount, if any, by which the Total Demand for that half-hour exceeds the aggregate amount of (a) the Protected Demand and (b) the 5 MR Demand for that clock half-hour.

**1.7** "**Guidelines**" shall mean the Suspension Noncompliance Guidelines attached to and made a part of this 5 MR Agreement. The Guidelines may be changed or adjusted by TVA from time-to-time upon 60 days' notice; provided, however, that (a) any Credit Reduction Charge amount provided for by the Guidelines may only be changed or adjusted as provided for in 3.5 below and (b) with respect to Guideline 6 - Termination, no change or adjustment to the Guidelines shall reduce (i) the noncompliance threshold giving rise to TVA's termination right to an amount less than 10 percent or (ii) the notice period for any such termination to less than 60 days.

**1.8** "**Meter-Reading Time**" for any calendar month shall mean 0000 hours Central Prevailing Time, on the ___ day of that calendar month, except that Distributor, after first obtaining TVA's concurrence, may change the time and date of the meter reading upon notice to Company and TVA.

# EXAMPLE

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WHEN THE METER-READING IS ON THE 1ST, CHANGE THE ABOVE TO READ, "on the first day of the following calendar month,"

**1.9 "Offpeak Hours"** shall mean the hours designated as offpeak hours under the section of the applicable Rate Schedule entitled "Determination of Onpeak and Offpeak Hours."

**1.10 "Onpeak Hours"** shall mean the hours designated as onpeak hours under the section of the applicable Rate Schedule entitled "Determination of Onpeak and Offpeak Hours." .

**1.11 "Onpeak Demand"** shall mean the 5 MR Demand during the Onpeak Hours.

**1.12 "Proprietary Information"** shall mean any and all information related to projected forecasts of TVA's power system operations and other forecasts relative to potential suspensions of 5 MR disclosed by TVA to Company whether via the System or otherwise.

**1.13 "Protected Demand"** shall mean the portion of the Contract Demand specified in 3.1 below that is not subject to suspension of availability under 3.6 below.

**1.14 "Rate Schedule"** shall mean Distributor's rate schedule applicable for billing Company under the Company Contract, as it may be modified, changed, replaced, or adjusted from time to time as provided under contractual arrangements between Distributor and TVA (together with the currently effective Adjustment Addendum).

**1.15 "Summer Period"** shall mean the billing months designated as the Summer Period under the section of the applicable Rate Schedule entitled "Determination of Seasonal Periods."

**1.16 "System"** shall mean the computer-based information system or other information system designated by TVA under 3.7 below.

**1.17 "Total Demand"** for each clock half-hour shall be the average amount during that half-hour of Company's load measured in kW.

**1.18 "Transition Period"** shall mean the billing months designated as the Transition Period under the section of the applicable Rate Schedule entitled "Determination of Seasonal Periods."

**1.19 "Winter Period"** shall mean the billing months designated as the Winter Period under the section of the applicable Rate Schedule entitled "Determination of Seasonal Periods."

# EXAMPLE

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Include the following definition of Wholesale Rate Schedule only when the total amount of power made available under the Company Contract is in excess of 5,000 kW:

**1.20 "Wholesale Rate Schedule" shall mean the wholesale rate schedule contained in the Schedule of Rates and Charges to the Wholesale Power Contract between TVA and Distributor.**

**SECTION 3 - TERM AND TERMINATION**

**During the term of this agreement, subsection 2.2 (e) of the 5 MR Agreement is replaced with the following: "by TVA or Distributor upon at least 60 days' notice if: (i) Company does not maintain a current Load Reduction Plan, (ii) Company's Effective Interruptible Demand drops below 500 kW, or (iii) Company fails to respond properly to a test of any system that would be utilized by TVA to suspend 5 MR in accordance with 3.6 below."**

***

Include the following section 4 only when the total amount of power made available under the Company Contract is 5,000 kW or less. (Section 4 will not apply when the total amount of power made available under the Company Contract is in excess of 5,000 kW; the subsequent sections should be renumbered appropriately)

**SECTION 4 – EXCESS DEMAND**

**During the term of this agreement, subsection 3.2.2 of the 5 MR Agreement is replaced with the following: "For purposes of applying the charges set out in the section headed "Base Charges" of the Rate Schedule, the additional amount to be applied as a part of the demand charge to each kW by which the customer's billing demand exceeds its contract demand, for purposes of this 5 MR Agreement, this additional amount shall be applied to each kW of Company's highest Excess Demand established during a Billing Period."**

**SECTION 5 - ADMINISTRATIVE COST CHARGE**

**During the term of this agreement, subsection 3.4 of the 5 MR Agreement is replaced with the following: "To help recover administrative and other costs of making the 5 MR program available (Administrative Costs), Distributor's monthly power invoice to Company shall include, and Company shall pay, a monthly Administrative Costs Charge (currently $350 for the first meter and $50 for each additional meter at the delivery point identified in the Company Contract). This charge shall be due and payable each month on the due date for the monthly power invoice. Not more frequently than annually, by at least 60 days' notice to Company, TVA may increase or decrease the Administrative Costs Charge to reflect changes in TVA's or Distributor's Administrative Costs."**

# EXAMPLE

## SECTION 6 - 5 MR CREDIT

During the term of this agreement, subsection 3.5.1 of the 5 MR Agreement is replaced with the following: "In each month of the Summer Period and the Winter Period, a credit shall be applied to Company's bill (Credit Amount). During each month of the Summer Period, the Credit Amount shall be $8.40 per kW of the highest Onpeak Demand established in those months. During each month of the Winter Period, the Credit Amount shall be $3.60 per kW of the highest Onpeak Demand established in those months. In each month of the Transition Period, no Credit Amount shall apply to Company's Bill under this 5 MR Agreement."

It is expressly recognized and agreed that the credit amounts provided for by subsection 3.5.1 of the 5 MR Agreement as amended by this section 6 shall continue to be subject to adjustment by TVA under subsection 3.5.3 of the 5 MR Agreement. Further, notwithstanding said amendment of subsection 3.5.1 under which 5 MR credits will not be paid based on Company's takings during the Transition Period and during other Offpeak Hours, it is expressly recognized and agreed that:

(a) nothing in this section 6 shall modify the provisions of subsections 3.6 and 3.5.2 of the 5 MR Agreement; and

(b) Company shall remain obligated to discontinue its 5 MR takings for periods of suspension that may include hours during a Transition Period or other Offpeak hours.

## SECTION 7 – SUSPENSION NONCOMPLIANCE GUIDELINES

During the term of this agreement, Guideline 4 in the 5 MR Suspension Noncompliance Guidelines provided for by the 5 MR Agreement is replaced with the following: "Each Credit Reduction Charge shall be capped so that the maximum charge will not exceed the aggregate amount of 5 MR credits that Distributor has paid Company, during the most recent 12 months, by more than 20 percent. If Company has not been in the 5 MR program for 12 months, the Credit Reduction Charge would be capped at the amount of credits TVA calculates Company would receive over a year based on Company's average monthly credits plus 20 percent. If Company has a Noncompliance in the first month of the Overlay, then the Credit Reduction Charge would be capped at the amount of credits TVA calculates Company would receive over a year plus 20 percent."

## SECTION 8 - RATIFICATION OF POWER CONTRACT

The 5 MR Agreement, as amended by this agreement, are ratified and confirmed as the continuing obligations of the parties. It is expressly recognized that references to Contract Demand and "contract demand" in the 5 MR agreement, as amended by this agreement, shall refer to onpeak contract demand or offpeak contract demand, whichever is applicable. It is further expressly recognized that all references to "Determination of Demand" in the 5 MR agreement, as amended by this agreement, shall refer to the section of the applicable TD HUD Rate Schedule entitled "Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts."

# EXAMPLE

IN WITNESS WHEREOF, the parties to this agreement have caused it to be executed by their duly authorized representatives, as of the day and year first above written.

**(NAME OF COMPANY)**

By _____
Title:

**(NAME OF DISTRIBUTOR)**

By _____
Title:

**TENNESSEE VALLEY AUTHORITY**

By _____
Senior Vice President
Commercial Operations and Pricing

# AGREEMENT
# Between
# OAK RIDGE, TENNESSEE
# And
# TENNESSEE VALLEY AUTHORITY

Date: _____ TV-54097A, Supp. No. ___

THIS AGREEMENT, made and entered into between OAK RIDGE, TENNESSEE (Distributor), a municipal corporation created and existing under and by virtue of the laws of the State of Tennessee, and TENNESSEE VALLEY AUTHORITY (TVA), a corporation created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended (TVA Act);

**WITNESSETH:**

WHEREAS, TVA and Distributor have entered into a contract dated May 1, 1980, as amended (Power Contract), under which Distributor purchases its entire requirements for electric power and energy from TVA for resale; and

WHEREAS, TVA and Distributor wish to cooperate in making Time Differentiated Hours Use of Demand (TD HUD) rates and Pilot Seasonal Demand and Energy (SDE) rates available as alternatives to General Power or Manufacturing Service rates for qualifying customers of Distributor for a 12-month period; and

WHEREAS, the parties wish to supplement and amend the Power Contract to provide for the application of the TD HUD rates and SDE rates to Distributor's customers that elect such alternative rates;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, and subject to the provisions of the TVA Act, the parties agree as follows:

## SECTION 1 – TERM OF AGREEMENT

This agreement shall become effective as of the date first above written and will continue until the expiration or termination of each Company Agreement provided for in section 2 below.

## SECTION 2 – COMPANY AGREEMENTS

For each customer (Company) to which Distributor supplies power under TD HUD rates or SDE rates, as they may be modified, changed, replaced, or adjusted from time to time, Distributor shall enter into an appropriate agreement (Company Agreement) amending Company's power supply contract with Distributor in the respects necessary to provide for Company to be billed at TD HUD rates or SDE rates, whichever is applicable, in lieu of the otherwise applicable General Power or Manufacturing Service rate schedule. All such Company Agreements shall be for a term of 12 months and shall

become effective no earlier than October 1, 2010, and no later than March 1, 2011. The parties recognize and agree that Distributor shall supply power under TD HUD rates and SDE rates only to those customers that satisfy the "Availability" requirements of the applicable rate schedule specified in section 3 of this agreement.

If, under previous arrangements with TVA, Distributor has entered into an agreement with a Company (Previous Agreement) providing for the Company to be billed under TD HUD rates, said Previous Agreement may be extended or renewed for a 12-month term, effective upon its expiration.

**SECTION 3 - PILOT RATE SCHEDULES**

The following schedules (attached as Exhibit A and referred to collectively as "Pilot Schedules" and individually as "Pilot Schedule"):

(a) Time Differentiated Hours Use Of Demand General Power Rate--Schedule TDGSB,
(b) Time Differentiated Hours Use Of Demand General Power Rate--Schedule TDGSC,
(c) Time Differentiated Hours Use Of Demand General Power Rate--Schedule TDGSD,
(d) Time Differentiated Hours Use Of Demand Manufacturing Service Rate--Schedule TDMSB,
(e) Time Differentiated Hours Use Of Demand Manufacturing Service Rate--Schedule TDMSC,
(f) Time Differentiated Hours Use Of Demand Manufacturing Service Rate--Schedule TDMSD,
(g) Pilot Seasonal Demand and Energy General Power Rate--Schedule PSGSB,
(h) Pilot Seasonal Demand and Energy General Power Rate--Schedule PSGSC,
(i) Pilot Seasonal Demand and Energy General Power Rate--Schedule PSGSD,
(j) Pilot Seasonal Demand and Energy Manufacturing Service Rate--Schedule PSMSB,
(k) Pilot Seasonal Demand and Energy Manufacturing Service Rate--Schedule PSMSC,
(l) Pilot Seasonal Demand and Energy Manufacturing Service Rate--Schedule PSMSD,

are made a part of this agreement and of the Schedule of Rates and Charges to the Power Contract. Further, the Supplemental Adjustment Addendum applicable to the TDHUD rates and the Supplemental Adjustment Addendum applicable to the SDE rates (attached collectively as Exhibit B) are made part of this agreement and of the Adjustment Addendum to Schedule of Rates and Charges for Distributor dated October 1, 2009 (Adjustment Addendum). Notwithstanding anything appearing in the Power Contract to the contrary, during the term of this agreement, Distributor shall bill each Company for power and energy made available to the Company in accordance with the Pilot Schedule applicable to that Company (together with the currently effective Adjustment Addendum as supplemented to cover the Pilot Schedules), as such Pilot Schedule may be further adjusted, changed, modified, or replaced from time to time.

## SECTION 4 - WHOLESALE BILLING

4.1 Riders to Wholesale Rate Schedule. Wholesale Power Rate--Schedule WS, in the Schedule of Rates and Charges to the Power Contract (Schedule WS), is hereby amended by (a) adding to the "Demand and Energy Charges" of Schedule WS the charges for the Pilot Schedules listed in the Riders to said Schedule WS (Riders) attached to this agreement collectively as Exhibit C, and (b) revising the section headed "Adjustments" in said Schedule WS as described in the Rider applicable to the TDHUD rates. The Riders are made a part of this agreement and of Schedule WS.

4.2 Wholesale Charges. In calculating the wholesale bill each month for Distributor, the charges set out in the attached Riders (together with the currently effective Adjustment Addendum as supplemented to cover the Pilot Schedules) will be applied to demand and energy amounts resold by Distributor under each Pilot Schedule.

## SECTION 5 - BILLING DATA

5.1 TVA Billing Analysis. It is recognized and agreed that TVA shall perform monthly meter-reading services and billing data analysis (Billing Analysis) with respect to the amounts of power and energy supplied by Distributor to each Company. Accordingly, each month TVA shall, as soon as practicable after the scheduled meter-reading date for each Company, furnish to Distributor the information regarding the amounts of power and energy taken by each Company and such other information as may be necessary for Distributor to calculate each Company's monthly bill and to meet its obligations under 5.2 below.

5.2 Billing Data Supplied by Distributor. To facilitate TVA's preparation of the bill to Distributor for power and energy made available under the Power Contract, each month Distributor shall furnish to TVA a copy of Distributor's bill to each Company for power and energy made available under the applicable Pilot Schedule when it is rendered and such other information related to each Company's power and energy takings as TVA may require.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives as of the day and year first above written.

**OAK RIDGE, TENNESSEE**

By _____
Title:

**TENNESSEE VALLEY AUTHORITY**

By _____
Senior Vice President
Commercial Operations and Pricing

**Exhibit A**

# OAK RIDGE

## TIME DIFFERENTIATED HOURS USE OF DEMAND GENERAL POWER RATE--SCHEDULE TDGSB

(October 2010)

## Availability

This rate shall be available for firm electric power requirements where the customer's currently effective onpeak or offpeak contract demand, whichever is higher, is greater than 1,000 kW but not more than 15,000 kW and where this rate schedule is elected as an alternative to service under Schedules GSA, GSB, TGSA, or TGSB for a 12-month period beginning no earlier than October 1, 2010, and no later than March 1, 2011; provided that the other conditions of this section are met.

For customers served under this rate schedule, the customer's "meter-reading time" shall be 0000 hours CST or CDT, whichever is currently effective, on the first day of the calendar month following the month for which a bill under this rate schedule is being calculated. Further, in accordance with TVA furnished or approved guidelines or specifications, TVA shall have unrestricted remote access to the metering data at all times, as well as unrestricted physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA.

For a customer requesting that its onpeak contract demand be different from its offpeak contract demand, this rate schedule shall be available only for (1) a new contract, (2) a replacement or renewal contract following expiration of the existing contract, or (3) a replacement or renewal contract or an amended existing contract in which the customer is increasing its demand requirements above the existing contract demand level, but under this item (3) neither the new onpeak nor the new offpeak contract demand shall be lower than the customer's existing contract demand.

A customer may not be on this rate schedule and participate in any demand response program which is designated by TVA as inconsistent with service under this schedule. A customer may not be on this rate schedule and participate in the small manufacturing credit program. A customer may not be on this rate schedule and participate in TVA's Enhanced Growth Credit (EGC) Program unless it agrees to a modification of its EGC agreement to provide for the EGC credits to be capped according to applicable guidelines. A customer may not be on this rate schedule and participate in TVA's 5 Minute Response (5 MR) or 60 Minute Response (60 MR) Interruptible Programs unless it agrees to a modification of its 5 MR or 60 MR Agreement to provide for the 5 MR or 60 MR credit amounts to be shaped according to applicable guidelines.

## Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

## Base Charges

| | |
|---|---|
| Customer Charge: | $1,500 per delivery point per month |
| Administrative Charge: | $350 per delivery point per month |

Demand Charge:

| | |
|---|---|
| Summer Period | $11.85 per kW per month of the customer's onpeak billing demand, plus |
| | $3.15 per kW per month of the amount, if any, by which the customer's offpeak billing demand exceeds its onpeak billing demand, plus |
| | $11.85 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher |
| Winter Period | $6.88 per kW per month of the customer's onpeak billing demand, plus |
| | $3.15 per kW per month of the amount, if any, by which the customer's offpeak billing demand exceeds its onpeak billing demand, plus |
| | $6.88 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher |
| Transition Period | $3.15 per kW of offpeak billing demand per month, plus |
| | $6.88 per kW per month of the amount, if any, by which the customer's offpeak billing demand exceeds its offpeak contract demand |

Energy Charge:

| | |
|---|---|
| Summer Period | 6.411¢ per kWh per month for all onpeak kWh, plus |
| | 3.807¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all offpeak kWh |
| Winter Period | 4.281¢ per kWh per month for all onpeak kWh, plus |
| | 3.807¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all offpeak kWh |
| Transition Period | 3.807¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all kWh |

Offpeak Hours Use of Demand Adjustment: The above offpeak energy charges for the Summer Period and the Winter Period shall be increased or decreased in accordance with the hours use of maximum metered demand as follows:

0.195¢ per kWh for the first 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy

-1.101¢ per kWh for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy

-2.202¢ per kWh for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy

The above energy charge for a Transition Period shall be increased or decreased in accordance with the hours use of maximum metered demand as follows:

0.195¢ per kWh for the first 425 hours use of maximum metered demand

-1.101¢ per kWh for the next 195 hours use of maximum metered demand

-2.202¢ per kWh for the hours use of maximum metered demand in excess of 620 hours

For the Summer Period, Winter Period and Transition Period, no Offpeak Hours Use of Demand Adjustment would apply to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.

## Adjustment

The base demand and energy charges, and the adjustment amounts provided for in the Offpeak Hours Use of Demand Adjustment shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. (In addition, such charges shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 2 or Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.)

## Facilities Rental Charge

There shall be no facilities rental charge under this rate schedule for delivery at bulk transmission voltage levels of 161 kV or higher. For delivery at less than 161 kV, there shall be added to the customer's bill a facilities rental charge. This charge shall be 36¢ per kW per month except for delivery at voltages below 46 kV, in which case the charge shall be 93¢ per kW per month for the first 10,000 kW and 73¢ per kW per month for the excess over 10,000 kW. Such charge shall be applied to the higher of (1) the highest billing demand established during the latest 12-consecutive-month period or (2) the customer's currently effective onpeak or offpeak contract demand, whichever is higher, and shall be in addition to all other charges under this rate schedule, including minimum bill charges.

## Reactive Demand Charges

If the reactive demand (in kVAR) is lagging during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's highest metered demand occurs, there shall be added to the customer's bill a reactive charge of $1.46 per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of such metered demand. If the reactive demand (in kVAR) is leading during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's lowest metered demand (excluding any metered demands which are less than 25 percent of the highest metered demand) occurs, there shall be added to the customer's bill a reactive charge of $1.14 per kVAR of the amount of reactive demand. Such charges shall be in addition to all other charges under this rate schedule, including minimum bill charges.

## Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months. The Seasonal Periods under this rate schedule are subject to change by TVA. In the event TVA determines that changed Seasonal Periods are

appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed periods, and Distributor shall promptly notify customer.

## Determination of Onpeak and Offpeak Hours

Except for Saturdays and Sundays and the weekdays that are observed as Federal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, onpeak hours for each day shall be 1 p.m. to 7 p.m. during the Summer Period and from 4 a.m. to 10 a.m. during the Winter Period. For the Summer Period and the Winter Period, all other hours of each year that are not otherwise defined as onpeak hours and all hours of such excepted days shall be offpeak hours. Such times shall be Central Standard Time or Central Daylight Time, whichever is then in effect. Said onpeak and offpeak hours are subject to change by TVA. In the event TVA determines that such changed onpeak and offpeak hours are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed hours, and Distributor shall promptly notify customer.

For the Transition Period, all hours shall be offpeak hours.

## Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts

The onpeak and offpeak kWh for any month shall be the energy amounts taken during the respective hours of the month designated under this rate schedule as onpeak and offpeak hours; provided, however, that notwithstanding the metered energy amount, the offpeak energy for any month shall in no case be less than the product of (1) the offpeak billing demand as calculated in the last sentence of the paragraph below and (2) 110 hours(reflecting a 15 percent load factor applied to the average number of hours in a month).

Distributor shall meter the onpeak and offpeak demands in kW of all customers taking service under this rate schedule. The onpeak metered demand and offpeak metered demand for any month shall be determined separately for the respective hours of the month designated under this rate schedule as onpeak and offpeak hours and in each case shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour of the month of the load metered in kW, and, except as provided below in this section, such amounts shall be used as the onpeak and offpeak billing demands. The maximum metered demand for any month shall be the higher of (1) the highest onpeak metered demand in the month or (2) the highest offpeak metered demand in the month. The onpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW and (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective onpeak contract demand or the highest onpeak billing demand established during the preceding 12 months. The offpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW and (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective offpeak contract demand or the highest offpeak billing demand established during the preceding 12 months.

## Minimum Bill

The monthly bill under this rate schedule, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge, (2) the portion of the base demand charge, as adjusted, (but excluding the additional portion thereof applicable to excess of billing demand over contract demand) applicable to onpeak billing demand applied to the customer's onpeak billing demand, (3) the portion of the base demand charge, as adjusted, (but excluding the additional portion thereof applicable to excess of billing demand over contract demand) applicable to any excess of offpeak over onpeak billing demand applied to the amount, if any, by which the customer's offpeak billing demand exceeds its onpeak billing demand, (4) the base onpeak energy charge, as adjusted, applied to the customer's onpeak energy takings, and (5) the base offpeak energy charge, as adjusted, applied to

the higher of customer's actual offpeak energy takings or the minimum offpeak energy takings amount provided for in the first paragraph of the section of this rate schedule entitled "Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts". It is recognized that no Offpeak Hours Use of Demand Adjustment would apply to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.

Distributor may require minimum bills higher than those stated above, including, without limitation, charges to cover any additional metering and related costs.

## Contract Requirement

The contract requirement of the schedule (GSA, GSB, TGSA, or TGSB) for which this rate schedule is selected as an alternative shall continue to apply, both during the time this alternative rate schedule is in effect under that contract and afterwards. In addition, at the time that this rate schedule becomes effective for billing, there must be at least one year remaining on the contract required by such Schedule GSA, GSB, TGSA or TGSB. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective onpeak or offpeak contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

At the end of the period of service under this rate schedule, the customer, subject to appropriate amendments to its power contract with Distributor, may receive service under Schedule GSA, GSB, TGSA, or TGSB for any required contract term then remaining; provided, however, that the contract demand for any such service under Schedule GSA or GSB shall not be less than the onpeak contract demand in effect when service was taken under this rate schedule.

## Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

## Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

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Service is subject to Rules and Regulations of Distributor.

# OAK RIDGE

## TIME DIFFERENTIATED HOURS USE OF DEMAND GENERAL POWER RATE--SCHEDULE TDGSC

(October 2010)

## Availability

This rate shall be available for firm electric power requirements where the customer's currently effective onpeak or offpeak contract demand, whichever is higher, is greater than 15,000 kW but not more than 25,000 kW and where this rate schedule is elected as an alternative to service under Schedule GSC or Schedule TGSC for a 12-month period beginning no earlier than October 1, 2010, and no later than March 1, 2011; provided that the other conditions of this section are met.

For customers served under this rate schedule, the customer's "meter-reading time" shall be 0000 hours CST or CDT, whichever is currently effective, on the first day of the calendar month following the month for which a bill under this rate schedule is being calculated. Further, in accordance with TVA furnished or approved guidelines or specifications, TVA shall have unrestricted remote access to the metering data at all times, as well as unrestricted physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA.

For a customer requesting that its onpeak contract demand be different from its offpeak contract demand, this rate schedule shall be available only for (1) a new contract, (2) a replacement or renewal contract following expiration of the existing contract, or (3) a replacement or renewal contract or an amended existing contract in which the customer is increasing its demand requirements above the existing contract demand level, but under this item (3) neither the new onpeak nor the new offpeak contract demand shall be lower than the customer's existing contract demand.

A customer may not be on this rate schedule and participate in any demand response program which is designated by TVA as inconsistent with service under this schedule. A customer may not be on this rate schedule and participate in TVA's Enhanced Growth Credit (EGC) Program unless it agrees to a modification of its EGC agreement to provide for the EGC credits to be capped according to applicable guidelines. A customer may not be on this rate schedule and participate in TVA's 5 Minute Response (5 MR) or 60 Minute Response (60 MR) Interruptible Programs unless it agrees to a modification of its 5 MR or 60 MR Agreement to provide for the 5 MR or 60 MR credit amounts to be shaped according to applicable guidelines.

## Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

## Base Charges

| | |
|---|---|
| Customer Charge: | $1,500 per delivery point per month |
| Administrative Charge: | $350 per delivery point per month |

Demand Charge:

| | |
|---|---|
| Summer Period | $11.34 per kW per month of the customer's onpeak billing demand, plus |
| | $2.64 per kW per month of the amount, if any, by which the customer's offpeak billing demand exceeds its onpeak billing demand, plus |
| | $11.34 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher |
| Winter Period | $6.37 per kW per month of the customer's onpeak billing demand, plus |
| | $2.64 per kW per month of the amount, if any, by which the customer's offpeak billing demand exceeds its onpeak billing demand, plus |
| | $6.37 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher |
| Transition Period | $2.64 per kW of offpeak billing demand per month, plus |
| | $6.37 per kW per month of the amount, if any, by which the customer's offpeak billing demand exceeds its offpeak contract demand |

Energy Charge:

| | |
|---|---|
| Summer Period | 6.160¢ per kWh per month for all onpeak kWh, plus |
| | 3.624¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all offpeak kWh |
| Winter Period | 4.082¢ per kWh per month for all onpeak kWh, plus |
| | 3.624¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all offpeak kWh |
| Transition Period | 3.624¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all kWh |

Offpeak Hours Use of Demand Adjustment: The above offpeak energy charges for the Summer Period and the Winter Period shall be increased or decreased in accordance with the hours use of maximum metered demand as follows:

0.195¢ per kWh for the first 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy

-1.101¢ per kWh for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy

-2.202¢ per kWh for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy

The above energy charge for a Transition Period shall be increased or decreased in accordance with the hours use of maximum metered demand as follows:

0.195¢ per kWh for the first 425 hours use of maximum metered demand

-1.101¢ per kWh for the next 195 hours use of maximum metered demand

-2.202¢ per kWh for the hours use of maximum metered demand in excess of 620 hours

For the Summer Period, Winter Period and Transition Period, no Offpeak Hours Use of Demand Adjustment would apply to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.

## Adjustment

The base demand and energy charges, and the adjustment amounts provided for in the Offpeak Hours Use of Demand Adjustment shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. (In addition, such charges shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 2 or Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.)

## Facilities Rental Charge

There shall be no facilities rental charge under this rate schedule for delivery at bulk transmission voltage levels of 161 kV or higher. For delivery at less than 161 kV, there shall be added to the customer's bill a facilities rental charge. This charge shall be 36¢ per kW per month except for delivery at voltages below 46 kV, in which case the charge shall be 93¢ per kW per month for the first 10,000 kW and 73¢ per kW per month for the excess over 10,000 kW. Such charge shall be applied to the higher of (1) the highest billing demand established during the latest 12-consecutive-month period or (2) the customer's currently effective onpeak or offpeak contract demand, whichever is higher, and shall be in addition to all other charges under this rate schedule, including minimum bill charges.

## Reactive Demand Charges

If the reactive demand (in kVAR) is lagging during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's highest metered demand occurs, there shall be added to the customer's bill a reactive charge of $1.46 per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of such metered demand. If the reactive demand (in kVAR) is leading during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's lowest metered demand (excluding any metered demands which are less than 25 percent of the highest metered demand) occurs, there shall be added to the customer's bill a reactive charge of $1.14 per kVAR of the amount of reactive demand. Such charges shall be in addition to all other charges under this rate schedule, including minimum bill charges.

## Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months. The Seasonal Periods under this rate schedule

are subject to change by TVA. In the event TVA determines that changed Seasonal Periods are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed periods, and Distributor shall promptly notify customer.

## Determination of Onpeak and Offpeak Hours

Except for Saturdays and Sundays and the weekdays that are observed as Federal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, onpeak hours for each day shall be 1 p.m. to 7 p.m. during the Summer Period and from 4 a.m. to 10 a.m. during the Winter Period. For the Summer Period and the Winter Period, all other hours of each year that are not otherwise defined as onpeak hours and all hours of such excepted days shall be offpeak hours. Such times shall be Central Standard Time or Central Daylight Time, whichever is then in effect. Said onpeak and offpeak hours are subject to change by TVA. In the event TVA determines that such changed onpeak and offpeak hours are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed hours, and Distributor shall promptly notify customer.

For the Transition Period, all hours shall be offpeak hours.

## Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts

The onpeak and offpeak kWh for any month shall be the energy amounts taken during the respective hours of the month designated under this rate schedule as onpeak and offpeak hours; provided, however, that notwithstanding the metered energy amount, the offpeak energy for any month shall in no case be less than the product of (1) the offpeak billing demand as calculated in the last sentence of the paragraph below and (2) 110 hours (reflecting a 15 percent load factor applied to the average number of hours in a month).

Distributor shall meter the onpeak and offpeak demands in kW of all customers taking service under this rate schedule. The onpeak metered demand and offpeak metered demand for any month shall be determined separately for the respective hours of the month designated under this rate schedule as onpeak and offpeak hours and in each case shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour of the month of the load metered in kW, and, except as provided below in this section, such amounts shall be used as the onpeak and offpeak billing demands. The maximum metered demand for any month shall be the higher of (1) the highest onpeak metered demand in the month or (2) the highest offpeak metered demand in the month. The onpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW, (2) 40 percent of the next 20,000 kW, and (3) 50 percent of any kW in excess of 25,000 kW of the higher of the currently effective onpeak contract demand or the highest onpeak billing demand established during the preceding 12 months. The offpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW, (2) 40 percent of the next 20,000 kW, and (3) 50 percent of any kW in excess of 25,000 kW of the higher of the currently effective offpeak contract demand or the highest offpeak billing demand established during the preceding 12 months.

## Minimum Bill

The monthly bill under this rate schedule, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge, (2) the portion of the base demand charge, as adjusted, (but excluding the additional portion thereof applicable to excess of billing demand over contract demand) applicable to onpeak billing demand applied to the customer's onpeak billing demand, (3) the portion of the base demand charge, as adjusted, (but excluding the additional portion thereof applicable to excess of billing demand over contract demand) applicable to any excess of offpeak over onpeak billing demand applied to the amount, if any, by which the customer's offpeak billing

demand exceeds its onpeak billing demand, (4) the base onpeak energy charge, as adjusted, applied to the customer's onpeak energy takings, and (5) the base offpeak energy charge, as adjusted, applied to the higher of customer's actual offpeak energy takings or the minimum offpeak energy takings amount provided for in the first paragraph of the section of this rate schedule entitled "Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts". It is recognized that no Offpeak Hours Use of Demand Adjustment would apply to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.

Distributor may require minimum bills higher than those stated above, including, without limitation, charges to cover any additional metering and related costs.

## Contract Requirement

The contract requirement of the schedule (GSC or TGSC) for which this rate schedule is selected as an alternative shall continue to apply, both during the time this alternative rate schedule is in effect under that contract and afterwards. In addition, at the time that this rate schedule becomes effective for billing, there must be at least one year remaining on the contract required by such Schedule GSC or TGSC. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective onpeak or offpeak contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

At the end of the period of service under this rate schedule, the customer, subject to appropriate amendments to its power contract with Distributor, may receive service under Schedule GSC or TGSC for any required contract term then remaining; provided, however, that the contract demand for any such service under Schedule GSC shall not be less than the onpeak contract demand in effect when service was taken under this rate schedule.

## Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

## Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

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Service is subject to Rules and Regulations of Distributor.

# OAK RIDGE

## TIME DIFFERENTIATED HOURS USE OF DEMAND GENERAL POWER RATE--SCHEDULE TDGSD

(October 2010)

### Availability

This rate shall be available for firm electric power requirements where the customer's currently effective onpeak or offpeak contract demand, whichever is higher, is greater than 25,000 kW and where this rate schedule is elected as an alternative to service under Schedule GSD or Schedule TGSD for a 12-month period beginning no earlier than October 1, 2010, and no later than March 1, 2011; provided that the other conditions of this section are met.

For customers served under this rate schedule, the customer's "meter-reading time" shall be 0000 hours CST or CDT, whichever is currently effective, on the first day of the calendar month following the month for which a bill under this rate schedule is being calculated. Further, in accordance with TVA furnished or approved guidelines or specifications, TVA shall have unrestricted remote access to the metering data at all times, as well as unrestricted physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA.

For a customer requesting that its onpeak contract demand be different from its offpeak contract demand, this rate schedule shall be available only for (1) a new contract, (2) a replacement or renewal contract following expiration of the existing contract, or (3) a replacement or renewal contract or an amended existing contract in which the customer is increasing its demand requirements above the existing contract demand level, but under this item (3) neither the new onpeak nor the new offpeak contract demand shall be lower than the customer's existing contract demand.

A customer may not be on this rate schedule and participate in any demand response program which is designated by TVA as inconsistent with service under this schedule. A customer may not be on this rate schedule and participate in TVA's Enhanced Growth Credit (EGC) Program unless it agrees to a modification of its EGC agreement to provide for the EGC credits to be capped according to applicable guidelines. A customer may not be on this rate schedule and participate in TVA's 5 Minute Response (5 MR) or 60 Minute Response (60 MR) Interruptible Programs unless it agrees to a modification of its 5 MR or 60 MR Agreement to provide for the 5 MR or 60 MR credit amounts to be shaped according to applicable guidelines.

### Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

### Base Charges

| | |
|---|---|
| Customer Charge: | $1,500 per delivery point per month |
| Administrative Charge: | $350 per delivery point per month |

Demand Charge:

| | |
|---|---|
| Summer Period | $11.24 per kW per month of the customer's onpeak billing demand, plus |
| | $2.54 per kW per month of the amount, if any, by which the customer's offpeak billing demand exceeds its onpeak billing demand, plus |
| | $11.24 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher |
| Winter Period | $6.27 per kW per month of the customer's onpeak billing demand, plus |
| | $2.54 per kW per month of the amount, if any, by which the customer's offpeak billing demand exceeds its onpeak billing demand, plus |
| | $6.27 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher |
| Transition Period | $2.54 per kW of offpeak billing demand per month, plus |
| | $6.27 per kW per month of the amount, if any, by which the customer's offpeak billing demand exceeds its offpeak contract demand |

Energy Charge:

| | |
|---|---|
| Summer Period | 6.053¢ per kWh per month for all onpeak kWh, plus |
| | 3.443¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all offpeak kWh |
| Winter Period | 3.915¢ per kWh per month for all onpeak kWh, plus |
| | 3.443¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all offpeak kWh |
| Transition Period | 3.443¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all kWh |

Offpeak Hours Use of Demand Adjustment: The above offpeak energy charges for the Summer Period and the Winter Period shall be increased or decreased in accordance with the hours use of maximum metered demand as follows:

0.195¢ per kWh for the first 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy

-1.101¢ per kWh for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy

-2.202¢ per kWh for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy

The above energy charge for a Transition Period shall be increased or decreased in accordance with the hours use of maximum metered demand as follows:

0.195¢ per kWh for the first 425 hours use of maximum metered demand

-1.101¢ per kWh for the next 195 hours use of maximum metered demand

-2.202¢ per kWh for the hours use of maximum metered demand in excess of 620 hours

For the Summer Period, Winter Period and Transition Period, no Offpeak Hours Use of Demand Adjustment would apply to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.

## Adjustment

The base demand and energy charges, and the adjustment amounts provided for in the Offpeak Hours Use of Demand Adjustment shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. (In addition, such charges shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 2 or Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.)

## Facilities Rental Charge

There shall be no facilities rental charge under this rate schedule for delivery at bulk transmission voltage levels of 161 kV or higher. For delivery at less than 161 kV, there shall be added to the customer's bill a facilities rental charge. This charge shall be 36¢ per kW per month except for delivery at voltages below 46 kV, in which case the charge shall be 93¢ per kW per month for the first 10,000 kW and 73¢ per kW per month for the excess over 10,000 kW. Such charge shall be applied to the higher of (1) the highest billing demand established during the latest 12-consecutive-month period or (2) the customer's currently effective onpeak or offpeak contract demand, whichever is higher, and shall be in addition to all other charges under this rate schedule, including minimum bill charges.

## Reactive Demand Charges

If the reactive demand (in kVAR) is lagging during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's highest metered demand occurs, there shall be added to the customer's bill a reactive charge of $1.46 per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of such metered demand. If the reactive demand (in kVAR) is leading during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's lowest metered demand (excluding any metered demands which are less than 25 percent of the highest metered demand) occurs, there shall be added to the customer's bill a reactive charge of $1.14 per kVAR of the amount of reactive demand. Such charges shall be in addition to all other charges under this rate schedule, including minimum bill charges.

## Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months. The Seasonal Periods under this rate schedule

are subject to change by TVA. In the event TVA determines that changed Seasonal Periods are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed periods, and Distributor shall promptly notify customer.

## Determination of Onpeak and Offpeak Hours

Except for Saturdays and Sundays and the weekdays that are observed as Federal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, onpeak hours for each day shall be 1 p.m. to 7 p.m. during the Summer Period and from 4 a.m. to 10 a.m. during the Winter Period. For the Summer Period and the Winter Period, all other hours of each year that are not otherwise defined as onpeak hours and all hours of such excepted days shall be offpeak hours. Such times shall be Central Standard Time or Central Daylight Time, whichever is then in effect. Said onpeak and offpeak hours are subject to change by TVA. In the event TVA determines that such changed onpeak and offpeak hours are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed hours, and Distributor shall promptly notify customer.

For the Transition Period, all hours shall be offpeak hours.

## Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts

The onpeak and offpeak kWh for any month shall be the energy amounts taken during the respective hours of the month designated under this rate schedule as onpeak and offpeak hours; provided, however, that notwithstanding the metered energy amount, the offpeak energy for any month shall in no case be less than the product of (1) the offpeak billing demand as calculated in the last sentence of the paragraph below and (2) 110 hours (reflecting a 15 percent load factor applied to the average number of hours in a month).

Distributor shall meter the onpeak and offpeak demands in kW of all customers taking service under this rate schedule. The onpeak metered demand and offpeak metered demand for any month shall be determined separately for the respective hours of the month designated under this rate schedule as onpeak and offpeak hours and in each case shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour of the month of the load metered in kW, and, except as provided below in this section, such amounts shall be used as the onpeak and offpeak billing demands. The maximum metered demand for any month shall be the higher of (1) the highest onpeak metered demand in the month or (2) the highest offpeak metered demand in the month. The onpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW, (2) 40 percent of the next 20,000 kW, (3) 50 percent of the next 25,000 kW, (4) 60 percent of the next 50,000 kW, (5) 70 percent of the next 100,000 kW, (6) 80 percent of the next 150,000 kW, and (7) 85 percent of all kW in excess of 350,000 kW of the higher of the currently effective onpeak contract demand or the highest onpeak billing demand established during the preceding 12 months. The offpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW, (2) 40 percent of the next 20,000 kW, (3) 50 percent of the next 25,000 kW, (4) 60 percent of the next 50,000 kW, (5) 70 percent of the next 100,000 kW, (6) 80 percent of the next 150,000 kW, and (7) 85 percent of all kW in excess of 350,000 kW of the higher of the currently effective offpeak contract demand or the highest offpeak billing demand established during the preceding 12 months.

## Minimum Bill

The monthly bill under this rate schedule, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge, (2) the portion of the base demand charge, as adjusted, (but excluding the additional portion thereof applicable to excess of billing demand over contract demand) applicable to onpeak billing demand applied to the customer's onpeak

billing demand, (3) the portion of the base demand charge, as adjusted, (but excluding the additional portion thereof applicable to excess of billing demand over contract demand) applicable to any excess of offpeak over onpeak billing demand applied to the amount, if any, by which the customer's offpeak billing demand exceeds its onpeak billing demand, (4) the base onpeak energy charge, as adjusted, applied to the customer's onpeak energy takings, and (5) the base offpeak energy charge, as adjusted, applied to the higher of customer's actual offpeak energy takings or the minimum offpeak energy takings amount provided for in the first paragraph of the section of this rate schedule entitled "Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts". It is recognized that no Offpeak Hours Use of Demand Adjustment would apply to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.

Distributor may require minimum bills higher than those stated above, including, without limitation, charges to cover any additional metering and related costs.

## Contract Requirement

The contract requirement of the schedule (GSD or TGSD) for which this rate schedule is selected as an alternative shall continue to apply, both during the time this alternative rate schedule is in effect under that contract and afterwards. In addition, at the time that this rate schedule becomes effective for billing, there must be at least one year remaining on the contract required by such Schedule GSD or TGSD. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective onpeak or offpeak contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

At the end of the period of service under this rate schedule, the customer, subject to appropriate amendments to its power contract with Distributor, may receive service under Schedule GSD or TGSD for any required contract term then remaining; provided, however, that the contract demand for any such service under Schedule GSD shall not be less than the onpeak contract demand in effect when service was taken under this rate schedule.

## Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

## Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

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Service is subject to Rules and Regulations of Distributor.

# OAK RIDGE

## TIME DIFFERENTIATED HOURS USE OF DEMAND MANUFACTURING SERVICE RATE--SCHEDULE TDMSB

(October 2010)

### Availability

This rate shall be available for firm electric power requirements where (a) a customer's currently effective onpeak or offpeak contract demand, whichever is higher, is greater than 1,000 kW but not more than 15,000 kW, (b) the major use of electricity is for activities conducted at the delivery point serving that customer which are classified with a 2-digit Standard Industrial Classification Code between 20 and 39, inclusive, or classified with 2002 North American Industry Classification System (NAICS) code 5181, or 2007 NAICS codes 5182, 522320, and 541214; provided, however, customers qualifying for service under this schedule on the basis of such a NAICS code shall have a currently effective onpeak or offpeak contract demand greater than 5,000 kW, and shall have an average monthly load factor of at least 80 percent during the preceding 12 months; provided further, however, that for the first 12 months of service to a new customer this load factor requirement shall be based on the customer's expected load factor for those 12 months as projected before the customer begins taking service, and (c) this rate schedule is elected as an alternative to service under Schedules GSA, MSB, TGSA, or TMSB for a 12-month period beginning no earlier than October 1, 2010, and no later than March 1, 2011; provided that the other conditions of this section are met. As used in the previous sentence "monthly load factor" shall mean a percentage calculated by dividing the total metered energy for a month by the product of the metered demand for that month and the number of clock hours in that month, exclusive of any hours during which power was unavailable due to an interruption or curtailment of the customer's service and of any hours in which the customer was unable to use power due to a Force Majeure event reasonably beyond the customer's control.

Prior to initially taking any service under this schedule, and from time to time thereafter as may be required by Distributor or the Tennessee Valley Authority (TVA), a customer shall certify to both Distributor and TVA that it meets the requirements set forth in condition (b) above. The certification form to be used shall be (i) furnished or approved by TVA, (ii) provided by Distributor to the customer, and (iii) signed and promptly returned by the customer to Distributor. Further, such customer shall promptly certify any change in the status of any of the information contained in the certification form to Distributor.

Service during any period for which a customer does not meet the eligibility requirements set forth in condition (b) above will be made available by Distributor under, and billed in accordance with, the applicable General Power schedule.

For customers served under this rate schedule, the customer's "meter-reading time" shall be 0000 hours CST or CDT, whichever is currently effective, on the first day of the calendar month following the month for which a bill under this rate schedule is being calculated. Further, in accordance with TVA furnished or approved guidelines or specifications, TVA shall have unrestricted remote access to the metering data at all times, as well as unrestricted physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA.

For a customer requesting that its onpeak contract demand be different from its offpeak contract demand, this rate schedule shall be available only for (1) a new contract, (2) a replacement or renewal contract following expiration of the existing contract, or (3) a replacement or renewal contract or an amended existing contract in which the customer is increasing its demand requirements above the existing contract demand level, but under this item (3) neither the new onpeak nor the new offpeak contract demand shall be lower than the customer's existing contract demand.

A customer may not be on this rate schedule and participate in any demand response program which is designated by TVA as inconsistent with service under this schedule. A customer may not be on this rate schedule and participate in the small manufacturing credit program. A customer may not be on this rate schedule and participate in TVA's Enhanced Growth Credit (EGC) Program unless it agrees to a modification of its EGC agreement to provide for the EGC credits to be capped according to applicable guidelines. A customer may not be on this rate schedule and participate in TVA's 5 Minute Response (5 MR) or 60 Minute Response (60 MR) Interruptible Programs unless it agrees to a modification of its 5 MR or 60 MR Agreement to provide for the 5 MR or 60 MR credit amounts to be shaped according to applicable guidelines.

## Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

## Base Charges

| | |
|---|---|
| Customer Charge: | $1,500 per delivery point per month |
| Administrative Charge: | $350 per delivery point per month |
| Demand Charge: | |
| Summer Period | $11.86 per kW per month of the customer's onpeak billing demand, plus |
| | $3.16 per kW per month of the amount, if any, by which the customer's offpeak billing demand exceeds its onpeak billing demand, plus |
| | $11.86 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher |
| Winter Period | $6.89 per kW per month of the customer's onpeak billing demand, plus |
| | $3.16 per kW per month of the amount, if any, by which the customer's offpeak billing demand exceeds its onpeak billing demand, plus |
| | $6.89 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher |
| Transition Period | $3.16 per kW of offpeak billing demand per month, plus |
| | $6.89 per kW per month of the amount, if any, by which the customer's offpeak billing demand exceeds its offpeak contract demand |

Energy Charge:

| | |
|---|---|
| Summer Period | 5.356¢ per kWh per month for all onpeak kWh, plus |
| | 2.778¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all offpeak kWh |
| Winter Period | 3.270¢ per kWh per month for all onpeak kWh, plus |
| | 2.778¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all offpeak kWh |
| Transition Period | 2.778¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all kWh |

Offpeak Hours Use of Demand Adjustment: The above offpeak energy charges for the Summer Period and the Winter Period shall be increased or decreased in accordance with the hours use of maximum metered demand as follows:

0.195¢ per kWh for the first 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy

-1.101¢ per kWh for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy

-2.202¢ per kWh for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy

The above energy charge for a Transition Period shall be increased or decreased in accordance with the hours use of maximum metered demand as follows:

0.195¢ per kWh for the first 425 hours use of maximum metered demand

-1.101¢ per kWh for the next 195 hours use of maximum metered demand

-2.202¢ per kWh for the hours use of maximum metered demand in excess of 620 hours

For the Summer Period, Winter Period and Transition Period, no Offpeak Hours Use of Demand Adjustment would apply to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.

## Adjustment

The base demand and energy charges, and the adjustment amounts provided for in the Offpeak Hours Use of Demand Adjustment shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. (In addition, such charges shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 2 or Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.)

## Facilities Rental Charge

There shall be no facilities rental charge under this rate schedule for delivery at bulk transmission voltage levels of 161 kV or higher. For delivery at less than 161 kV, there shall be added to the customer's bill a facilities rental charge. This charge shall be 36¢ per kW per month except for delivery at voltages below 46 kV, in which case the charge shall be 93¢ per kW per month for the first 10,000 kW and 73¢ per kW per month for the excess over 10,000 kW. Such charge shall be applied to the higher of (1) the highest billing demand established during the latest 12-consecutive-month period or (2) the customer's currently effective onpeak or offpeak contract demand, whichever is higher, and shall be in addition to all other charges under this rate schedule, including minimum bill charges.

## Reactive Demand Charges

If the reactive demand (in kVAR) is lagging during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's highest metered demand occurs, there shall be added to the customer's bill a reactive charge of $1.46 per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of such metered demand. If the reactive demand (in kVAR) is leading during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's lowest metered demand (excluding any metered demands which are less than 25 percent of the highest metered demand) occurs, there shall be added to the customer's bill a reactive charge of $1.14 per kVAR of the amount of reactive demand. Such charges shall be in addition to all other charges under this rate schedule, including minimum bill charges.

## Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months. The Seasonal Periods under this rate schedule are subject to change by TVA. In the event TVA determines that changed Seasonal Periods are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed periods, and Distributor shall promptly notify customer.

## Determination of Onpeak and Offpeak Hours

Except for Saturdays and Sundays and the weekdays that are observed as Federal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, onpeak hours for each day shall be 1 p.m. to 7 p.m. during the Summer Period and from 4 a.m. to 10 a.m. during the Winter Period. For the Summer Period and the Winter Period, all other hours of each year that are not otherwise defined as onpeak hours and all hours of such excepted days shall be offpeak hours. Such times shall be Central Standard Time or Central Daylight Time, whichever is then in effect. Said onpeak and offpeak hours are subject to change by TVA. In the event TVA determines that such changed onpeak and offpeak hours are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed hours, and Distributor shall promptly notify customer.

For the Transition Period, all hours shall be offpeak hours.

## Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts

The onpeak and offpeak kWh for any month shall be the energy amounts taken during the respective hours of the month designated under this rate schedule as onpeak and offpeak hours; provided, however, that notwithstanding the metered energy amount, the offpeak energy for any month

shall in no case be less than the product of (1) the offpeak billing demand as calculated in the last sentence of the paragraph below and (2) 110 hours (reflecting a 15 percent load factor applied to the average number of hours in a month).

Distributor shall meter the onpeak and offpeak demands in kW of all customers taking service under this rate schedule. The onpeak metered demand and offpeak metered demand for any month shall be determined separately for the respective hours of the month designated under this rate schedule as onpeak and offpeak hours and in each case shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour of the month of the load metered in kW, and, except as provided below in this section, such amounts shall be used as the onpeak and offpeak billing demands. The maximum metered demand for any month shall be the higher of (1) the highest onpeak metered demand in the month or (2) the highest offpeak metered demand in the month. The onpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW and (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective onpeak contract demand or the highest onpeak billing demand established during the preceding 12 months. The offpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW and (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective offpeak contract demand or the highest offpeak billing demand established during the preceding 12 months.

## Minimum Bill

The monthly bill under this rate schedule, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge, (2) the portion of the base demand charge, as adjusted, (but excluding the additional portion thereof applicable to excess of billing demand over contract demand) applicable to onpeak billing demand applied to the customer's onpeak billing demand, (3) the portion of the base demand charge, as adjusted, (but excluding the additional portion thereof applicable to excess of billing demand over contract demand) applicable to any excess of offpeak over onpeak billing demand applied to the amount, if any, by which the customer's offpeak billing demand exceeds its onpeak billing demand, (4) the base onpeak energy charge, as adjusted, applied to the customer's onpeak energy takings, and (5) the base offpeak energy charge, as adjusted, applied to the higher of customer's actual offpeak energy takings or the minimum offpeak energy takings amount provided for in the first paragraph of the section of this rate schedule entitled "Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts". It is recognized that no Offpeak Hours Use of Demand Adjustment would apply to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.

Distributor may require minimum bills higher than those stated above, including, without limitation, charges to cover any additional metering and related costs.

## Contract Requirement

The contract requirement of the schedule (GSA, MSB, TGSA, or TMSB) for which this rate schedule is selected as an alternative shall continue to apply, both during the time this alternative rate schedule is in effect under that contract and afterwards. In addition, at the time that this rate schedule becomes effective for billing, there must be at least one year remaining on the contract required by such Schedule GSA, MSB, TGSA, or TMSB. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective onpeak or offpeak contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

At the end of the period of service under this rate schedule, the customer, subject to appropriate amendments to its power contract with Distributor, may receive service under Schedule GSA, MSB, TGSA, or TMSB for any required contract term then remaining; provided, however, that the contract demand for any such service under Schedule GSA or MSB shall not be less than the onpeak contract demand in effect when service was taken under this rate schedule.

## Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

## Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

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Service is subject to Rules and Regulations of Distributor.

# OAK RIDGE

## TIME DIFFERENTIATED HOURS USE OF DEMAND MANUFACTURING SERVICE RATE--SCHEDULE TDMSC

(October 2010)

### Availability

This rate shall be available for firm electric power requirements where (a) a customer's currently effective onpeak or offpeak contract demand, whichever is higher, is greater than 15,000 kW but not more than 25,000 kW, (b) the major use of electricity is for activities conducted at the delivery point serving that customer which are classified with a 2-digit Standard Industrial Classification Code between 20 and 39, inclusive, or classified with 2002 North American Industry Classification System (NAICS) code 5181, or 2007 NAICS codes 5182, 522320, and 541214; provided, however, customers qualifying for service under this schedule on the basis of such a NAICS code shall have an average monthly load factor of at least 80 percent during the preceding 12 months; provided further, however, that for the first 12 months of service to a new customer this load factor requirement shall be based on the customer's expected load factor for those 12 months as projected before the customer begins taking service, and (c) this rate schedule is elected as an alternative to service under Schedule MSC or TMSC for a 12-month period beginning no earlier than October 1, 2010, and no later than March 1, 2011; provided that the other conditions of this section are met. As used in the previous sentence "monthly load factor" shall mean a percentage calculated by dividing the total metered energy for a month by the product of the metered demand for that month and the number of clock hours in that month, exclusive of any hours during which power was unavailable due to an interruption or curtailment of the customer's service and of any hours in which the customer was unable to use power due to a Force Majeure event reasonably beyond the customer's control.

Prior to initially taking any service under this schedule, and from time to time thereafter as may be required by Distributor or the Tennessee Valley Authority (TVA), a customer shall certify to both Distributor and TVA that it meets the requirements set forth in condition (b) above. The certification form to be used shall be (i) furnished or approved by TVA, (ii) provided by Distributor to the customer, and (iii) signed and promptly returned by the customer to Distributor. Further, such customer shall promptly certify any change in the status of any of the information contained in the certification form to Distributor.

Service during any period for which a customer does not meet the eligibility requirements set forth in condition (b) above will be made available by Distributor under, and billed in accordance with, the applicable General Power schedule.

For customers served under this rate schedule, the customer's "meter-reading time" shall be 0000 hours CST or CDT, whichever is currently effective, on the first day of the calendar month following the month for which a bill under this rate schedule is being calculated. Further, in accordance with TVA furnished or approved guidelines or specifications, TVA shall have unrestricted remote access to the metering data at all times, as well as unrestricted physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA.

For a customer requesting that its onpeak contract demand be different from its offpeak contract demand, this rate schedule shall be available only for (1) a new contract, (2) a replacement or renewal contract following expiration of the existing contract, or (3) a replacement or renewal contract or an amended existing contract in which the customer is increasing its demand requirements above the existing contract demand level, but under this item (3) neither the new onpeak nor the new offpeak contract demand shall be lower than the customer's existing contract demand.

A customer may not be on this rate schedule and participate in any demand response program which is designated by TVA as inconsistent with service under this schedule. A customer may not be on

this rate schedule and participate in TVA's Enhanced Growth Credit (EGC) Program unless it agrees to a modification of its EGC agreement to provide for the EGC credits to be capped according to applicable guidelines. A customer may not be on this rate schedule and participate in TVA's 5 Minute Response (5 MR) or 60 Minute Response (60 MR) Interruptible Programs unless it agrees to a modification of its 5 MR or 60 MR Agreement to provide for the 5 MR or 60 MR credit amounts to be shaped according to applicable guidelines.

## Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

## Base Charges

| | |
|---|---|
| Customer Charge: | $1,500 per delivery point per month |
| Administrative Charge: | $350 per delivery point per month |
| Demand Charge: | |
| Summer Period | $11.35 per kW per month of the customer's onpeak billing demand, plus |
| | $2.65 per kW per month of the amount, if any, by which the customer's offpeak billing demand exceeds its onpeak billing demand, plus |
| | $11.35 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher |
| Winter Period | $6.38 per kW per month of the customer's onpeak billing demand, plus |
| | $2.65 per kW per month of the amount, if any, by which the customer's offpeak billing demand exceeds its onpeak billing demand, plus |
| | $6.38 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher |
| Transition Period | $2.65 per kW of offpeak billing demand per month, plus |
| | $6.38 per kW per month of the amount, if any, by which the customer's offpeak billing demand exceeds its offpeak contract demand |

Energy Charge:

| | |
|---|---|
| Summer Period | 5.414¢ per kWh per month for all onpeak kWh, plus |
| | 2.770¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all offpeak kWh |
| Winter Period | 3.280¢ per kWh per month for all onpeak kWh, plus |
| | 2.770¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all offpeak kWh |
| Transition Period | 2.770¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all kWh |

Offpeak Hours Use of Demand Adjustment: The above offpeak energy charges for the Summer Period and the Winter Period shall be increased or decreased in accordance with the hours use of maximum metered demand as follows:

0.195¢ per kWh for the first 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy

-1.101¢ per kWh for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy

-2.202¢ per kWh for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy

The above energy charge for a Transition Period shall be increased or decreased in accordance with the hours use of maximum metered demand as follows:

0.195¢ per kWh for the first 425 hours use of maximum metered demand

-1.101¢ per kWh for the next 195 hours use of maximum metered demand

-2.202¢ per kWh for the hours use of maximum metered demand in excess of 620 hours

For the Summer Period, Winter Period and Transition Period, no Offpeak Hours Use of Demand Adjustment would apply to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.

## Adjustment

The base demand and energy charges, and the adjustment amounts provided for in the Offpeak Hours Use of Demand Adjustment shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. (In addition, such charges shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 2 or Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.)

## Facilities Rental Charge

There shall be no facilities rental charge under this rate schedule for delivery at bulk transmission voltage levels of 161 kV or higher. For delivery at less than 161 kV, there shall be added to the customer's bill a facilities rental charge. This charge shall be 36¢ per kW per month except for delivery at voltages below 46 kV, in which case the charge shall be 93¢ per kW per month for the first 10,000 kW and 73¢ per kW per month for the excess over 10,000 kW. Such charge shall be applied to the higher of (1) the highest billing demand established during the latest 12-consecutive-month period or (2) the customer's currently effective onpeak or offpeak contract demand, whichever is higher, and shall be in addition to all other charges under this rate schedule, including minimum bill charges.

## Reactive Demand Charges

If the reactive demand (in kVAR) is lagging during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's highest metered demand occurs, there shall be added to the customer's bill a reactive charge of $1.46 per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of such metered demand. If the reactive demand (in kVAR) is leading during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's lowest metered demand (excluding any metered demands which are less than 25 percent of the highest metered demand) occurs, there shall be added to the customer's bill a reactive charge of $1.14 per kVAR of the amount of reactive demand. Such charges shall be in addition to all other charges under this rate schedule, including minimum bill charges.

## Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months. The Seasonal Periods under this rate schedule are subject to change by TVA. In the event TVA determines that changed Seasonal Periods are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed periods, and Distributor shall promptly notify customer.

## Determination of Onpeak and Offpeak Hours

Except for Saturdays and Sundays and the weekdays that are observed as Federal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, onpeak hours for each day shall be 1 p.m. to 7 p.m. during the Summer Period and from 4 a.m. to 10 a.m. during the Winter Period. For the Summer Period and the Winter Period, all other hours of each year that are not otherwise defined as onpeak hours and all hours of such excepted days shall be offpeak hours. Such times shall be Central Standard Time or Central Daylight Time, whichever is then in effect. Said onpeak and offpeak hours are subject to change by TVA. In the event TVA determines that such changed onpeak and offpeak hours are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed hours, and Distributor shall promptly notify customer.

For the Transition Period, all hours shall be offpeak hours.

## Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts

The onpeak and offpeak kWh for any month shall be the energy amounts taken during the respective hours of the month designated under this rate schedule as onpeak and offpeak hours; provided, however, that notwithstanding the metered energy amount, the offpeak energy for any month

shall in no case be less than the product of (1) the offpeak billing demand as calculated in the last sentence of the paragraph below and (2) 110 hours (reflecting a 15 percent load factor applied to the average number of hours in a month).

Distributor shall meter the onpeak and offpeak demands in kW of all customers taking service under this rate schedule. The onpeak metered demand and offpeak metered demand for any month shall be determined separately for the respective hours of the month designated under this rate schedule as onpeak and offpeak hours and in each case shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour of the month of the load metered in kW, and, except as provided below in this section, such amounts shall be used as the onpeak and offpeak billing demands. The maximum metered demand for any month shall be the higher of (1) the highest onpeak metered demand in the month or (2) the highest offpeak metered demand in the month. The onpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW, (2) 40 percent of the next 20,000 kW, and (3) 50 percent of any kW in excess of 25,000 kW of the higher of the currently effective onpeak contract demand or the highest onpeak billing demand established during the preceding 12 months. The offpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW, (2) 40 percent of the next 20,000 kW, and (3) 50 percent of any kW in excess of 25,000 kW of the higher of the currently effective offpeak contract demand or the highest offpeak billing demand established during the preceding 12 months.

## Minimum Bill

The monthly bill under this rate schedule, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge, (2) the portion of the base demand charge, as adjusted, (but excluding the additional portion thereof applicable to excess of billing demand over contract demand) applicable to onpeak billing demand applied to the customer's onpeak billing demand, (3) the portion of the base demand charge, as adjusted, (but excluding the additional portion thereof applicable to excess of billing demand over contract demand) applicable to any excess of offpeak over onpeak billing demand applied to the amount, if any, by which the customer's offpeak billing demand exceeds its onpeak billing demand, (4) the base onpeak energy charge, as adjusted, applied to the customer's onpeak energy takings, and (5) the base offpeak energy charge, as adjusted, applied to the higher of customer's actual offpeak energy takings or the minimum offpeak energy takings amount provided for in the first paragraph of the section of this rate schedule entitled "Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts". It is recognized that no Offpeak Hours Use of Demand Adjustment would apply to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.

Distributor may require minimum bills higher than those stated above, including, without limitation, charges to cover any additional metering and related costs.

## Contract Requirement

The contract requirement of the schedule (MSC or TMSC) for which this rate schedule is selected as an alternative shall continue to apply, both during the time this alternative rate schedule is in effect under that contract and afterwards. In addition, at the time that this rate schedule becomes effective for billing, there must be at least one year remaining on the contract required by such Schedule MSC or TMSC. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective onpeak or offpeak contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

At the end of the period of service under this rate schedule, the customer, subject to appropriate amendments to its power contract with Distributor, may receive service under Schedule MSC or TMSC for any required contract term then remaining; provided, however, that the contract demand for any such service under Schedule MSC shall not be less than the onpeak contract demand in effect when service was taken under this rate schedule.

## Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

## Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

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Service is subject to Rules and Regulations of Distributor.

# OAK RIDGE

## TIME DIFFERENTIATED HOURS USE OF DEMAND MANUFACTURING SERVICE RATE--SCHEDULE TDMSD

(October 2010)

### Availability

This rate shall be available for firm electric power requirements where (a) a customer's currently effective onpeak or offpeak contract demand, whichever is higher, is greater than 25,000 kW, (b) the major use of electricity is for activities conducted at the delivery point serving that customer which are classified with a 2-digit Standard Industrial Classification Code between 20 and 39, inclusive, or classified with 2002 North American Industry Classification System (NAICS) code 5181, or 2007 NAICS codes 5182, 522320, and 541214; provided, however, customers qualifying for service under this schedule on the basis of such a NAICS code shall have an average monthly load factor of at least 80 percent during the preceding 12 months; provided further, however, that for the first 12 months of service to a new customer this load factor requirement shall be based on the customer's expected load factor for those 12 months as projected before the customer begins taking service, and (c) this rate schedule is elected as an alternative to service under Schedule MSD or TMSD for a 12-month period beginning no earlier than October 1, 2010, and no later than March 1, 2011; provided that the other conditions of this section are met. As used in the previous sentence "monthly load factor" shall mean a percentage calculated by dividing the total metered energy for a month by the product of the metered demand for that month and the number of clock hours in that month, exclusive of any hours during which power was unavailable due to an interruption or curtailment of the customer's service and of any hours in which the customer was unable to use power due to a Force Majeure event reasonably beyond the customer's control.

Prior to initially taking any service under this schedule, and from time to time thereafter as may be required by Distributor or the Tennessee Valley Authority (TVA), a customer shall certify to both Distributor and TVA that it meets the requirements set forth in condition (b) above. The certification form to be used shall be (i) furnished or approved by TVA, (ii) provided by Distributor to the customer, and (iii) signed and promptly returned by the customer to Distributor. Further, such customer shall promptly certify any change in the status of any of the information contained in the certification form to Distributor.

Service during any period for which a customer does not meet the eligibility requirements set forth in condition (b) above will be made available by Distributor under, and billed in accordance with, the applicable General Power schedule.

For customers served under this rate schedule, the customer's "meter-reading time" shall be 0000 hours CST or CDT, whichever is currently effective, on the first day of the calendar month following the month for which a bill under this rate schedule is being calculated. Further, in accordance with TVA furnished or approved guidelines or specifications, TVA shall have unrestricted remote access to the metering data at all times, as well as unrestricted physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA.

For a customer requesting that its onpeak contract demand be different from its offpeak contract demand, this rate schedule shall be available only for (1) a new contract, (2) a replacement or renewal contract following expiration of the existing contract, or (3) a replacement or renewal contract or an amended existing contract in which the customer is increasing its demand requirements above the existing contract demand level, but under this item (3) neither the new onpeak nor the new offpeak contract demand shall be lower than the customer's existing contract demand.

A customer may not be on this rate schedule and participate in any demand response program which is designated by TVA as inconsistent with service under this schedule. A customer may not be on

this rate schedule and participate in TVA's Enhanced Growth Credit (EGC) Program unless it agrees to a modification of its EGC agreement to provide for the EGC credits to be capped according to applicable guidelines. A customer may not be on this rate schedule and participate in TVA's 5 Minute Response (5 MR) or 60 Minute Response (60 MR) Interruptible Programs unless it agrees to a modification of its 5 MR or 60 MR Agreement to provide for the 5 MR or 60 MR credit amounts to be shaped according to applicable guidelines.

## Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

## Base Charges

| | |
|---|---|
| Customer Charge: | $1,500 per delivery point per month |
| Administrative Charge: | $350 per delivery point per month |
| Demand Charge: | |
| Summer Period | $11.24 per kW per month of the customer's onpeak billing demand, plus |
| | $2.54 per kW per month of the amount, if any, by which the customer's offpeak billing demand exceeds its onpeak billing demand, plus |
| | $11.24 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher |
| Winter Period | $6.27 per kW per month of the customer's onpeak billing demand, plus |
| | $2.54 per kW per month of the amount, if any, by which the customer's offpeak billing demand exceeds its onpeak billing demand, plus |
| | $6.27 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher |
| Transition Period | $2.54 per kW of offpeak billing demand per month, plus |
| | $6.27 per kW per month of the amount, if any, by which the customer's offpeak billing demand exceeds its offpeak contract demand |

Energy Charge:

| | |
|---|---|
| Summer Period | 5.297¢ per kWh per month for all onpeak kWh, plus |
| | 2.655¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all offpeak kWh |
| Winter Period | 3.152¢ per kWh per month for all onpeak kWh, plus |
| | 2.655¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all offpeak kWh |
| Transition Period | 2.655¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all kWh |

Offpeak Hours Use of Demand Adjustment: The above offpeak energy charges for the Summer Period and the Winter Period shall be increased or decreased in accordance with the hours use of maximum metered demand as follows:

0.195¢ per kWh for the first 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy

-1.101¢ per kWh for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy

-2.202¢ per kWh for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy

The above energy charge for a Transition Period shall be increased or decreased in accordance with the hours use of maximum metered demand as follows:

0.195¢ per kWh for the first 425 hours use of maximum metered demand

-1.101¢ per kWh for the next 195 hours use of maximum metered demand

-2.202¢ per kWh for the hours use of maximum metered demand in excess of 620 hours

For the Summer Period, Winter Period and Transition Period, no Offpeak Hours Use of Demand Adjustment would apply to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.

## Adjustment

The base demand and energy charges, and the adjustment amounts provided for in the Offpeak Hours Use of Demand Adjustment shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. (In addition, such charges shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 2 or Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.)

## Facilities Rental Charge

There shall be no facilities rental charge under this rate schedule for delivery at bulk transmission voltage levels of 161 kV or higher. For delivery at less than 161 kV, there shall be added to the customer's bill a facilities rental charge. This charge shall be 36¢ per kW per month except for delivery at voltages below 46 kV, in which case the charge shall be 93¢ per kW per month for the first 10,000 kW and 73¢ per kW per month for the excess over 10,000 kW. Such charge shall be applied to the higher of (1) the highest billing demand established during the latest 12-consecutive-month period or (2) the customer's currently effective onpeak or offpeak contract demand, whichever is higher, and shall be in addition to all other charges under this rate schedule, including minimum bill charges.

## Reactive Demand Charges

If the reactive demand (in kVAR) is lagging during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's highest metered demand occurs, there shall be added to the customer's bill a reactive charge of $1.46 per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of such metered demand. If the reactive demand (in kVAR) is leading during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's lowest metered demand (excluding any metered demands which are less than 25 percent of the highest metered demand) occurs, there shall be added to the customer's bill a reactive charge of $1.14 per kVAR of the amount of reactive demand. Such charges shall be in addition to all other charges under this rate schedule, including minimum bill charges.

## Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months. The Seasonal Periods under this rate schedule are subject to change by TVA. In the event TVA determines that changed Seasonal Periods are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed periods, and Distributor shall promptly notify customer.

## Determination of Onpeak and Offpeak Hours

Except for Saturdays and Sundays and the weekdays that are observed as Federal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, onpeak hours for each day shall be 1 p.m. to 7 p.m. during the Summer Period and from 4 a.m. to 10 a.m. during the Winter Period. For the Summer Period and the Winter Period, all other hours of each year that are not otherwise defined as onpeak hours and all hours of such excepted days shall be offpeak hours. Such times shall be Central Standard Time or Central Daylight Time, whichever is then in effect. Said onpeak and offpeak hours are subject to change by TVA. In the event TVA determines that such changed onpeak and offpeak hours are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed hours, and Distributor shall promptly notify customer.

For the Transition Period, all hours shall be offpeak hours.

## Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts

The onpeak and offpeak kWh for any month shall be the energy amounts taken during the respective hours of the month designated under this rate schedule as onpeak and offpeak hours; provided, however, that notwithstanding the metered energy amount, the offpeak energy for any month

shall in no case be less than the product of (1) the offpeak billing demand as calculated in the last sentence of the paragraph below and (2) 110 hours (reflecting a 15 percent load factor applied to the average number of hours in a month).

Distributor shall meter the onpeak and offpeak demands in kW of all customers taking service under this rate schedule. The onpeak metered demand and offpeak metered demand for any month shall be determined separately for the respective hours of the month designated under this rate schedule as onpeak and offpeak hours and in each case shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour of the month of the load metered in kW, and, except as provided below in this section, such amounts shall be used as the onpeak and offpeak billing demands. The maximum metered demand for any month shall be the higher of (1) the highest onpeak metered demand in the month or (2) the highest offpeak metered demand in the month. The onpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW, (2) 40 percent of the next 20,000 kW, (3) 50 percent of the next 25,000 kW, (4) 60 percent of the next 50,000 kW, (5) 70 percent of the next 100,000 kW, (6) 80 percent of the next 150,000 kW, and (7) 85 percent of all kW in excess of 350,000 kW of the higher of the currently effective onpeak contract demand or the highest onpeak billing demand established during the preceding 12 months. The offpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW, (2) 40 percent of the next 20,000 kW, (3) 50 percent of the next 25,000 kW, (4) 60 percent of the next 50,000 kW, (5) 70 percent of the next 100,000 kW, (6) 80 percent of the next 150,000 kW, and (7) 85 percent of all kW in excess of 350,000 kW of the higher of the currently effective offpeak contract demand or the highest offpeak billing demand established during the preceding 12 months.

## Minimum Bill

The monthly bill under this rate schedule, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge, (2) the portion of the base demand charge, as adjusted, (but excluding the additional portion thereof applicable to excess of billing demand over contract demand) applicable to onpeak billing demand applied to the customer's onpeak billing demand, (3) the portion of the base demand charge, as adjusted, (but excluding the additional portion thereof applicable to excess of billing demand over contract demand) applicable to any excess of offpeak over onpeak billing demand applied to the amount, if any, by which the customer's offpeak billing demand exceeds its onpeak billing demand, (4) the base onpeak energy charge, as adjusted, applied to the customer's onpeak energy takings, and (5) the base offpeak energy charge, as adjusted, applied to the higher of customer's actual offpeak energy takings or the minimum offpeak energy takings amount provided for in the first paragraph of the section of this rate schedule entitled "Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts". It is recognized that no Offpeak Hours Use of Demand Adjustment would apply to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.

Distributor may require minimum bills higher than those stated above, including, without limitation, charges to cover any additional metering and related costs.

## Contract Requirement

The contract requirement of the schedule (MSD or TMSD) for which this rate schedule is selected as an alternative shall continue to apply, both during the time this alternative rate schedule is in effect under that contract and afterwards. In addition, at the time that this rate schedule becomes effective for billing, there must be at least one year remaining on the contract required by such Schedule MSD or TMSD. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective onpeak or offpeak contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to

adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

At the end of the period of service under this rate schedule, the customer, subject to appropriate amendments to its power contract with Distributor, may receive service under Schedule MSD or TMSD for any required contract term then remaining; provided, however, that the contract demand for any such service under Schedule MSD shall not be less than the onpeak contract demand in effect when service was taken under this rate schedule.

## Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

## Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

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Service is subject to Rules and Regulations of Distributor.

# OAK RIDGE

# PILOT SEASONAL DEMAND AND ENERGY GENERAL POWER RATE--SCHEDULE PSGSB

(October 2010)

## Availability

This rate shall be available for firm electric power requirements where the customer's currently effective contract demand is greater than 5,000 kW but not more than 15,000 kW and where this rate schedule is elected as an alternative to service under Schedules GSB or TGSB for a 12-month period beginning no earlier than October 1, 2010, and no later than March 1, 2011.

Unless otherwise provided for in a written agreement between TVA and the distributor providing service under this rate schedule, for customers served under this rate schedule, the customer's "meter-reading time" shall be 0000 hours CST or CDT, whichever is currently effective, on the first day of the calendar month following the month for which a bill under this rate schedule is being calculated. Further, unless otherwise provided for in a written agreement between TVA and the distributor providing service under this rate schedule, in accordance with TVA furnished or approved guidelines or specifications, TVA shall have unrestricted remote access to the metering data at all times, as well as unrestricted physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA.

## Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

## Base Charges

| | |
|---|---|
| Customer Charge: | $1,500 per delivery point per month |
| Administrative Charge: | $350 per delivery point per month |
| Demand Charge: | |
| Summer Period | $15.26 per kW per month of the customer's billing demand, plus |
| | $15.26 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand |
| Winter Period | $10.90 per kW per month of the customer's billing demand, plus |
| | $10.90 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand |
| Transition Period | $7.61 per kW per month of the customer's billing demand, plus |
| | $7.61 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand |
| Energy Charge: | |
| Summer Period | 3.119¢ per kWh per month |
| Winter Period | 2.835¢ per kWh per month |
| Transition Period | 2.773¢ per kWh per month |

## Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. In addition, such charges shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 2 or Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.

## Facilities Rental Charge

There shall be no facilities rental charge under this rate schedule for delivery at bulk transmission voltage levels of 161 kV or higher. For delivery at less than 161 kV, there shall be added to the customer's bill a facilities rental charge. This charge shall be 36¢ per kW per month except for delivery at voltages below 46 kV, in which case the charge shall be 93¢ per kW per month for the first 10,000 kW and 73¢ per kW per month for the excess over 10,000 kW. Such charge shall be applied to the higher of (1) the highest billing demand established during the latest 12-consecutive-month period or (2) the customer's currently effective contract demand and shall be in addition to all other charges under this rate schedule, including minimum bill charges.

## Reactive Demand Charges

If the reactive demand (in kVAR) is lagging during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's highest metered demand occurs, there shall be added to the customer's bill a reactive charge of $1.46 per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of such metered demand. If the reactive demand (in kVAR) is leading during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's lowest metered demand (excluding any metered demands which are less than 25 percent of the highest metered demand) occurs, there shall be added to the customer's bill a reactive charge of $1.14 per kVAR of the amount of reactive demand. Such charges shall be in addition to all other charges under this rate schedule, including minimum bill charges.

## Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

## Determination of Demand

Distributor shall meter the demands in kW of all customers served under this rate schedule. The metered demand for any month shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour of the month of the load metered in kW, and such amount shall be used as the billing demand, except that the billing demand for any month shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW and (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective contract demand or the highest billing demand established during the preceding 12 months.

## Minimum Bill

The monthly bill under this rate schedule, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge, (2) the base demand charge, as adjusted (but excluding the additional portion thereof applicable to excess of billing demand over contract demand) applied to the customer's billing demand, and (3) the base energy charge, as adjusted, applied to the customer's energy takings.

Distributor may require minimum bills higher than those stated above.

## Contract Requirement

The contract requirement of the schedule (GSB or TGSB) for which this rate schedule is selected as an alternative shall continue to apply, both during the time this alternative rate schedule is in effect under that contract and afterwards. In addition, at the time that this rate schedule becomes effective for billing, there must be at least one year remaining on the contract required by such Schedule GSB or TGSB. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

At the end of the period of service under this rate schedule, the customer, subject to appropriate amendments in its power contract with Distributor, may receive service under Schedule GSB or TGSB for any required contract term then remaining; provided, however, that the onpeak contract demand for any such service under Schedule TGSB shall not be less than the contract demand in effect when service was taken under this rate schedule.

## Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

## Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

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Service is subject to Rules and Regulations of Distributor.

# OAK RIDGE

## PILOT SEASONAL DEMAND AND ENERGY GENERAL POWER RATE--SCHEDULE PSGSC

(October 2010)

### Availability

This rate shall be available for firm electric power requirements where the customer's currently effective contract demand is greater than 15,000 kW but not more than 25,000 kW and where this rate schedule is elected as an alternative to service under Schedules GSC or TGSC for a 12-month period beginning no earlier than October 1, 2010, and no later than March 1, 2011.

Unless otherwise provided for in a written agreement between TVA and the distributor providing service under this rate schedule, for customers served under this rate schedule, the customer's "meter-reading time" shall be 0000 hours CST or CDT, whichever is currently effective, on the first day of the calendar month following the month for which a bill under this rate schedule is being calculated. Further, unless otherwise provided for in a written agreement between TVA and the distributor providing service under this rate schedule, in accordance with TVA furnished or approved guidelines or specifications, TVA shall have unrestricted remote access to the metering data at all times, as well as unrestricted physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA.

### Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

### Base Charges

| | |
|---|---|
| Customer Charge: | $1,500 per delivery point per month |
| Administrative Charge: | $350 per delivery point per month |
| Demand Charge: | |
| Summer Period | $14.75 per kW per month of the customer's billing demand, plus |
| | $14.75 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand |
| Winter Period | $10.39 per kW per month of the customer's billing demand, plus |
| | $10.39 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand |
| Transition Period | $7.10 per kW per month of the customer's billing demand, plus |
| | $7.10 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand |
| Energy Charge: | |
| Summer Period | 3.127¢ per kWh per month |
| Winter Period | 2.838¢ per kWh per month |
| Transition Period | 2.777¢ per kWh per month |

## Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. In addition, such charges shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 2 or Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.

## Facilities Rental Charge

There shall be no facilities rental charge under this rate schedule for delivery at bulk transmission voltage levels of 161 kV or higher. For delivery at less than 161 kV, there shall be added to the customer's bill a facilities rental charge. This charge shall be 36¢ per kW per month except for delivery at voltages below 46 kV, in which case the charge shall be 93¢ per kW per month for the first 10,000 kW and 73¢ per kW per month for the excess over 10,000 kW. Such charge shall be applied to the higher of (1) the highest billing demand established during the latest 12-consecutive-month period or (2) the customer's currently effective contract demand and shall be in addition to all other charges under this rate schedule, including minimum bill charges.

## Reactive Demand Charges

If the reactive demand (in kVAR) is lagging during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's highest metered demand occurs, there shall be added to the customer's bill a reactive charge of $1.46 per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of such metered demand. If the reactive demand (in kVAR) is leading during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's lowest metered demand (excluding any metered demands which are less than 25 percent of the highest metered demand) occurs, there shall be added to the customer's bill a reactive charge of $1.14 per kVAR of the amount of reactive demand. Such charges shall be in addition to all other charges under this rate schedule, including minimum bill charges.

## Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

## Determination of Demand

Distributor shall meter the demands in kW of all customers served under this rate schedule. The metered demand for any month shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour of the month of the load metered in kW, and such amount shall be used as the billing demand, except that the billing demand for any month shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW, (2) 40 percent of the next 20,000 kW, and (3) 50 percent of any kW in excess of 25,000 kW of the higher of the currently effective contract demand or the highest billing demand established during the preceding 12 months.

## Minimum Bill

The monthly bill under this rate schedule, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge, (2) the base demand charge, as adjusted (but excluding the additional portion thereof applicable to excess of billing demand over contract demand) applied to the customer's billing demand, and (3) the base energy charge, as adjusted, applied to the customer's energy takings.

Distributor may require minimum bills higher than those stated above.

## Contract Requirement

The contract requirement of the schedule (GSC or TGSC) for which this rate schedule is selected as an alternative shall continue to apply, both during the time this alternative rate schedule is in effect under that contract and afterwards. In addition, at the time that this rate schedule becomes effective for billing, there must be at least one year remaining on the contract required by such Schedule GSC or TGSC. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

At the end of the period of service under this rate schedule, the customer, subject to appropriate amendments in its power contract with Distributor, may receive service under Schedule GSC or TGSC for any required contract term then remaining; provided, however, that the onpeak contract demand for any such service under Schedule TGSC shall not be less than the contract demand in effect when service was taken under this rate schedule.

## Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

## Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

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Service is subject to Rules and Regulations of Distributor.

# OAK RIDGE

## PILOT SEASONAL DEMAND AND ENERGY GENERAL POWER RATE--SCHEDULE PSGSD

(October 2010)

### Availability

This rate shall be available for firm electric power requirements where the customer's currently effective contract demand is greater than 25,000 kW and where this rate schedule is elected as an alternative to service under Schedules GSD or TGSD for a 12-month period beginning no earlier than October 1, 2010, and no later than March 1, 2011.

Unless otherwise provided for in a written agreement between TVA and the distributor providing service under this rate schedule, for customers served under this rate schedule, the customer's "meter-reading time" shall be 0000 hours CST or CDT, whichever is currently effective, on the first day of the calendar month following the month for which a bill under this rate schedule is being calculated. Further, unless otherwise provided for in a written agreement between TVA and the distributor providing service under this rate schedule, in accordance with TVA furnished or approved guidelines or specifications, TVA shall have unrestricted remote access to the metering data at all times, as well as unrestricted physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA.

### Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

### Base Charges

| | |
|---|---|
| Customer Charge: | $1,500 per delivery point per month |
| Administrative Charge: | $350 per delivery point per month |
| Demand Charge: | |
| Summer Period | $17.11 per kW per month of the customer's billing demand, plus |
| | $17.11 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand |
| Winter Period | $12.73 per kW per month of the customer's billing demand, plus |
| | $12.73 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand |
| Transition Period | $9.45 per kW per month of the customer's billing demand, plus |
| | $9.45 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand |
| Energy Charge: | |
| Summer Period | 2.640¢ per kWh per month |
| Winter Period | 2.388¢ per kWh per month |
| Transition Period | 2.332¢ per kWh per month |

## Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. In addition, such charges shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 2 or Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.

## Facilities Rental Charge

There shall be no facilities rental charge under this rate schedule for delivery at bulk transmission voltage levels of 161 kV or higher. For delivery at less than 161 kV, there shall be added to the customer's bill a facilities rental charge. This charge shall be 36¢ per kW per month except for delivery at voltages below 46 kV, in which case the charge shall be 93¢ per kW per month for the first 10,000 kW and 73¢ per kW per month for the excess over 10,000 kW. Such charge shall be applied to the higher of (1) the highest billing demand established during the latest 12-consecutive-month period or (2) the customer's currently effective contract demand and shall be in addition to all other charges under this rate schedule, including minimum bill charges.

## Reactive Demand Charges

If the reactive demand (in kVAR) is lagging during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's highest metered demand occurs, there shall be added to the customer's bill a reactive charge of $1.46 per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of such metered demand. If the reactive demand (in kVAR) is leading during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's lowest metered demand (excluding any metered demands which are less than 25 percent of the highest metered demand) occurs, there shall be added to the customer's bill a reactive charge of $1.14 per kVAR of the amount of reactive demand. Such charges shall be in addition to all other charges under this rate schedule, including minimum bill charges.

## Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

## Determination of Demand

Distributor shall meter the demands in kW of all customers served under this rate schedule. The metered demand for any month shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour of the month of the load metered in kW, and such amount shall be used as the billing demand, except that the billing demand for any month shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW, (2) 40 percent of the next 20,000 kW, (3) 50 percent of the next 25,000 kW, (4) 60 percent of the next 50,000 kW, (5) 70 percent of the next 100,000 kW, (6) 80 percent of the next 150,000 kW, and (7) 85 percent of all kW in excess of 350,000 kW of the higher of the currently effective contract demand or the highest billing demand established during the preceding 12 months.

## Minimum Bill

The monthly bill under this rate schedule, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge, (2) the base demand charge, as adjusted (but excluding the additional portion thereof applicable to excess of billing demand over contract demand) applied to the customer's billing demand, and (3) the base energy charge, as adjusted, applied to the customer's energy takings.

Distributor may require minimum bills higher than those stated above.

## Contract Requirement

The contract requirement of the schedule (GSD or TGSD) for which this rate schedule is selected as an alternative shall continue to apply, both during the time this alternative rate schedule is in effect under that contract and afterwards. In addition, at the time that this rate schedule becomes effective for billing, there must be at least one year remaining on the contract required by such Schedule GSD or TGSD. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

At the end of the period of service under this rate schedule, the customer, subject to appropriate amendments in its power contract with Distributor, may receive service under Schedule GSD or TGSD for any required contract term then remaining; provided, however, that the onpeak contract demand for any such service under Schedule TGSD shall not be less than the contract demand in effect when service was taken under this rate schedule.

## Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

## Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

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Service is subject to Rules and Regulations of Distributor.

# OAK RIDGE

## PILOT SEASONAL DEMAND AND ENERGY MANUFACTURING SERVICE RATE--SCHEDULE PSMSB

(October 2010)

### Availability

This rate shall be available for firm electric power requirements where (a) a customer's currently effective contract demand is greater than 5,000 kW but not more than 15,000 kW, (b) the major use of electricity is for activities conducted at the delivery point serving that customer which are classified with a 2-digit Standard Industrial Classification Code between 20 and 39, inclusive, or classified with 2002 North American Industry Classification System (NAICS) code 5181, or 2007 NAICS codes 5182, 522320, and 541214; provided, however, customers qualifying for service under this schedule on the basis of such a NAICS code shall have an average monthly load factor of at least 80 percent during the preceding 12 months; provided further, however, that for the first 12 months of service to a new customer this load factor requirement shall be based on the customer's expected load factor for those 12 months as projected before the customer begins taking service, and (c) this rate schedule is elected as an alternative to service under Schedules MSB or TMSB for a 12-month period beginning no earlier than October 1, 2010, and no later than March 1, 2011. As used in the previous sentence "monthly load factor" shall mean a percentage calculated by dividing the total metered energy for a month by the product of the metered demand for that month and the number of clock hours in that month, exclusive of any hours during which power was unavailable due to an interruption or curtailment of the customer's service and of any hours in which the customer was unable to use power due to a Force Majeure event reasonably beyond the customer's control.

Prior to initially taking any service under this schedule, and from time to time thereafter as may be required by Distributor or the Tennessee Valley Authority (TVA), a customer shall certify to both Distributor and TVA that it meets the requirements set forth in condition (b) above. The certification form to be used shall be (i) furnished or approved by TVA, (ii) provided by Distributor to the customer, and (iii) signed and promptly returned by the customer to Distributor. Further, such customer shall promptly certify any change in the status of any of the information contained in the certification form to Distributor.

Service during any period for which a customer does not meet the eligibility requirements set forth in condition (b) above will be made available by Distributor under, and billed in accordance with, the applicable General Power schedule.

Unless otherwise provided for in a written agreement between TVA and the distributor providing service under this rate schedule, for customers served under this rate schedule, the customer's "meter-reading time" shall be 0000 hours CST or CDT, whichever is currently effective, on the first day of the calendar month following the month for which a bill under this rate schedule is being calculated. Further, unless otherwise provided for in a written agreement between TVA and the distributor providing service under this rate schedule, in accordance with TVA furnished or approved guidelines or specifications, TVA shall have unrestricted remote access to the metering data at all times, as well as unrestricted physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA.

### Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

## Base Charges

| | |
|---|---|
| Customer Charge: | $1,500 per delivery point per month |
| Administrative Charge: | $350 per delivery point per month |
| Demand Charge: | |
| Summer Period | $13.26 per kW per month of the customer's billing demand, plus |
| | $13.26 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand |
| Winter Period | $8.89 per kW per month of the customer's billing demand, plus |
| | $8.89 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand |
| Transition Period | $5.60 per kW per month of the customer's billing demand, plus |
| | $5.60 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand |
| Energy Charge: | |
| Summer Period | 2.589¢ per kWh per month |
| Winter Period | 2.268¢ per kWh per month |
| Transition Period | 2.194¢ per kWh per month |

## Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. In addition, such charges shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 2 or Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.

## Facilities Rental Charge

There shall be no facilities rental charge under this rate schedule for delivery at bulk transmission voltage levels of 161 kV or higher. For delivery at less than 161 kV, there shall be added to the customer's bill a facilities rental charge. This charge shall be 36¢ per kW per month except for delivery at voltages below 46 kV, in which case the charge shall be 93¢ per kW per month for the first 10,000 kW and 73¢ per kW per month for the excess over 10,000 kW. Such charge shall be applied to the higher of (1) the highest billing demand established during the latest 12-consecutive-month period or (2) the customer's currently effective contract demand and shall be in addition to all other charges under this rate schedule, including minimum bill charges.

## Reactive Demand Charges

If the reactive demand (in kVAR) is lagging during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's highest metered demand occurs, there shall be added to the customer's bill a reactive charge of $1.46 per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of such metered demand. If the reactive demand (in kVAR) is leading during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's lowest metered demand (excluding any metered demands which are less than 25 percent of the highest metered demand) occurs, there shall be added to the customer's bill a reactive charge of $1.14 per kVAR of the amount of reactive demand. Such charges shall be in addition to all other charges under this rate schedule, including minimum bill charges.

## Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

## Determination of Demand

Distributor shall meter the demands in kW of all customers served under this rate schedule. The metered demand for any month shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour of the month of the load metered in kW, and such amount shall be used as the billing demand, except that the billing demand for any month shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW and (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective contract demand or the highest billing demand established during the preceding 12 months.

## Minimum Bill

The monthly bill under this rate schedule, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge, (2) the base demand charge, as adjusted (but excluding the additional portion thereof applicable to excess of billing demand over contract demand) applied to the customer's billing demand, and (3) the base energy charge, as adjusted, applied to the customer's energy takings.

Distributor may require minimum bills higher than those stated above.

## Contract Requirement

The contract requirement of the schedule (MSB or TMSB) for which this rate schedule is selected as an alternative shall continue to apply, both during the time this alternative rate schedule is in effect under that contract and afterwards. In addition, at the time that this rate schedule becomes effective for billing, there must be at least one year remaining on the contract required by such Schedule MSB or TMSB. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

At the end of the period of service under this rate schedule, the customer, subject to appropriate amendments in its power contract with Distributor, may receive service under Schedule MSB or TMSB for any required contract term then remaining; provided, however, that the onpeak contract demand for any such service under Schedule TMSB shall not be less than the contract demand in effect when service was taken under this rate schedule.

## Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

## Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

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Service is subject to Rules and Regulations of Distributor.

# OAK RIDGE

## PILOT SEASONAL DEMAND AND ENERGY MANUFACTURING SERVICE RATE--SCHEDULE PSMSC

(October 2010)

## Availability

This rate shall be available for firm electric power requirements where (a) a customer's currently effective contract demand is greater than 15,000 kW but not more than 25,000 kW, (b) the major use of electricity is for activities conducted at the delivery point serving that customer which are classified with a 2-digit Standard Industrial Classification Code between 20 and 39, inclusive, or classified with 2002 North American Industry Classification System (NAICS) code 5181, or 2007 NAICS codes 5182, 522320, and 541214; provided, however, customers qualifying for service under this schedule on the basis of such a NAICS code shall have an average monthly load factor of at least 80 percent during the preceding 12 months; provided further, however, that for the first 12 months of service to a new customer this load factor requirement shall be based on the customer's expected load factor for those 12 months as projected before the customer begins taking service, and (c) this rate schedule is elected as an alternative to service under Schedules MSC or TMSC for a 12-month period beginning no earlier than October 1, 2010, and no later than March 1, 2011. As used in the previous sentence "monthly load factor" shall mean a percentage calculated by dividing the total metered energy for a month by the product of the metered demand for that month and the number of clock hours in that month, exclusive of any hours during which power was unavailable due to an interruption or curtailment of the customer's service and of any hours in which the customer was unable to use power due to a Force Majeure event reasonably beyond the customer's control.

Prior to initially taking any service under this schedule, and from time to time thereafter as may be required by Distributor or the Tennessee Valley Authority (TVA), a customer shall certify to both Distributor and TVA that it meets the requirements set forth in condition (b) above. The certification form to be used shall be (i) furnished or approved by TVA, (ii) provided by Distributor to the customer, and (iii) signed and promptly returned by the customer to Distributor. Further, such customer shall promptly certify any change in the status of any of the information contained in the certification form to Distributor.

Service during any period for which a customer does not meet the eligibility requirements set forth in condition (b) above will be made available by Distributor under, and billed in accordance with, the applicable General Power schedule.

Unless otherwise provided for in a written agreement between TVA and the distributor providing service under this rate schedule, for customers served under this rate schedule, the customer's "meter-reading time" shall be 0000 hours CST or CDT, whichever is currently effective, on the first day of the calendar month following the month for which a bill under this rate schedule is being calculated. Further, unless otherwise provided for in a written agreement between TVA and the distributor providing service under this rate schedule, in accordance with TVA furnished or approved guidelines or specifications, TVA shall have unrestricted remote access to the metering data at all times, as well as unrestricted physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA.

## Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

## Base Charges

| | |
|---|---|
| Customer Charge: | $1,500 per delivery point per month |
| Administrative Charge: | $350 per delivery point per month |
| Demand Charge: | |
| Summer Period | $12.75 per kW per month of the customer's billing demand, plus |
| | $12.75 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand |
| Winter Period | $8.38 per kW per month of the customer's billing demand, plus |
| | $8.38 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand |
| Transition Period | $5.09 per kW per month of the customer's billing demand, plus |
| | $5.09 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand |
| Energy Charge: | |
| Summer Period | 2.569¢ per kWh per month |
| Winter Period | 2.268¢ per kWh per month |
| Transition Period | 2.196¢ per kWh per month |

## Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. In addition, such charges shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 2 or Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.

## Facilities Rental Charge

There shall be no facilities rental charge under this rate schedule for delivery at bulk transmission voltage levels of 161 kV or higher. For delivery at less than 161 kV, there shall be added to the customer's bill a facilities rental charge. This charge shall be 36¢ per kW per month except for delivery at voltages below 46 kV, in which case the charge shall be 93¢ per kW per month for the first 10,000 kW and 73¢ per kW per month for the excess over 10,000 kW. Such charge shall be applied to the higher of (1) the highest billing demand established during the latest 12-consecutive-month period or (2) the customer's currently effective contract demand and shall be in addition to all other charges under this rate schedule, including minimum bill charges.

## Reactive Demand Charges

If the reactive demand (in kVAR) is lagging during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's highest metered demand occurs, there shall be added to the customer's bill a reactive charge of $1.46 per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of such metered demand. If the reactive demand (in kVAR) is leading during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's lowest metered demand (excluding any metered demands which are less than 25 percent of the highest metered demand) occurs, there shall be added to the customer's bill a reactive charge of $1.14 per kVAR of the amount of reactive demand. Such charges shall be in addition to all other charges under this rate schedule, including minimum bill charges.

## Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

## Determination of Demand

Distributor shall meter the demands in kW of all customers served under this rate schedule. The metered demand for any month shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour of the month of the load metered in kW, and such amount shall be used as the billing demand, except that the billing demand for any month shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW, (2) 40 percent of the next 20,000 kW, and (3) 50 percent of any kW in excess of 25,000 kW of the higher of the currently effective contract demand or the highest billing demand established during the preceding 12 months.

## Minimum Bill

The monthly bill under this rate schedule, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge, (2) the base demand charge, as adjusted (but excluding the additional portion thereof applicable to excess of billing demand over contract demand) applied to the customer's billing demand, and (3) the base energy charge, as adjusted, applied to the customer's energy takings.

Distributor may require minimum bills higher than those stated above.

## Contract Requirement

The contract requirement of the schedule (MSC or TMSC) for which this rate schedule is selected as an alternative shall continue to apply, both during the time this alternative rate schedule is in effect under that contract and afterwards. In addition, at the time that this rate schedule becomes effective for billing, there must be at least one year remaining on the contract required by such Schedule MSC or TMSC. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

At the end of the period of service under this rate schedule, the customer, subject to appropriate amendments in its power contract with Distributor, may receive service under Schedule MSC or TMSC for any required contract term then remaining; provided, however, that the onpeak contract demand for any such service under Schedule TMSC shall not be less than the contract demand in effect when service was taken under this rate schedule.

## Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

## Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

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Service is subject to Rules and Regulations of Distributor.

# OAK RIDGE

## PILOT SEASONAL DEMAND AND ENERGY MANUFACTURING SERVICE RATE--SCHEDULE PSMSD

(October 2010)

### Availability

This rate shall be available for firm electric power requirements where (a) a customer's currently effective contract demand is greater than 25,000 kW, (b) the major use of electricity is for activities conducted at the delivery point serving that customer which are classified with a 2-digit Standard Industrial Classification Code between 20 and 39, inclusive, or classified with 2002 North American Industry Classification System (NAICS) code 5181, or 2007 NAICS codes 5182, 522320, and 541214; provided, however, customers qualifying for service under this schedule on the basis of such a NAICS code shall have an average monthly load factor of at least 80 percent during the preceding 12 months; provided further, however, that for the first 12 months of service to a new customer this load factor requirement shall be based on the customer's expected load factor for those 12 months as projected before the customer begins taking service, and (c) this rate schedule is elected as an alternative to service under Schedules MSD or TMSD for a 12-month period beginning no earlier than October 1, 2010, and no later than March 1, 2011. As used in the previous sentence "monthly load factor" shall mean a percentage calculated by dividing the total metered energy for a month by the product of the metered demand for that month and the number of clock hours in that month, exclusive of any hours during which power was unavailable due to an interruption or curtailment of the customer's service and of any hours in which the customer was unable to use power due to a Force Majeure event reasonably beyond the customer's control.

Prior to initially taking any service under this schedule, and from time to time thereafter as may be required by Distributor or the Tennessee Valley Authority (TVA), a customer shall certify to both Distributor and TVA that it meets the requirements set forth in condition (b) above. The certification form to be used shall be (i) furnished or approved by TVA, (ii) provided by Distributor to the customer, and (iii) signed and promptly returned by the customer to Distributor. Further, such customer shall promptly certify any change in the status of any of the information contained in the certification form to Distributor.

Service during any period for which a customer does not meet the eligibility requirements set forth in condition (b) above will be made available by Distributor under, and billed in accordance with, the applicable General Power schedule.

Unless otherwise provided for in a written agreement between TVA and the distributor providing service under this rate schedule, for customers served under this rate schedule, the customer's "meter-reading time" shall be 0000 hours CST or CDT, whichever is currently effective, on the first day of the calendar month following the month for which a bill under this rate schedule is being calculated. Further, unless otherwise provided for in a written agreement between TVA and the distributor providing service under this rate schedule, in accordance with TVA furnished or approved guidelines or specifications, TVA shall have unrestricted remote access to the metering data at all times, as well as unrestricted physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA.

### Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

## Base Charges

| | |
|---|---|
| Customer Charge: | $1,500 per delivery point per month |
| Administrative Charge: | $350 per delivery point per month |
| Demand Charge: | |
| Summer Period | $14.64 per kW per month of the customer's billing demand, plus |
| | $14.64 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand |
| Winter Period | $10.28 per kW per month of the customer's billing demand, plus |
| | $10.28 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand |
| Transition Period | $6.99 per kW per month of the customer's billing demand, plus |
| | $6.99 per kW per month of the amount, if any, by which the customer's billing demand exceeds its contract demand |
| Energy Charge: | |
| Summer Period | 2.076¢ per kWh per month |
| Winter Period | 1.836¢ per kWh per month |
| Transition Period | 1.778¢ per kWh per month |

## Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. In addition, such charges shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 2 or Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.

## Facilities Rental Charge

There shall be no facilities rental charge under this rate schedule for delivery at bulk transmission voltage levels of 161 kV or higher. For delivery at less than 161 kV, there shall be added to the customer's bill a facilities rental charge. This charge shall be 36¢ per kW per month except for delivery at voltages below 46 kV, in which case the charge shall be 93¢ per kW per month for the first 10,000 kW and 73¢ per kW per month for the excess over 10,000 kW. Such charge shall be applied to the higher of (1) the highest billing demand established during the latest 12-consecutive-month period or (2) the customer's currently effective contract demand and shall be in addition to all other charges under this rate schedule, including minimum bill charges.

## Reactive Demand Charges

If the reactive demand (in kVAR) is lagging during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's highest metered demand occurs, there shall be added to the customer's bill a reactive charge of $1.46 per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of such metered demand. If the reactive demand (in kVAR) is leading during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's lowest metered demand (excluding any metered demands which are less than 25 percent of the highest metered demand) occurs, there shall be added to the customer's bill a reactive charge of $1.14 per kVAR of the amount of reactive demand. Such charges shall be in addition to all other charges under this rate schedule, including minimum bill charges.

## Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

## Determination of Demand

Distributor shall meter the demands in kW of all customers served under this rate schedule. The metered demand for any month shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour of the month of the load metered in kW, and such amount shall be used as the billing demand, except that the billing demand for any month shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW, (2) 40 percent of the next 20,000 kW, (3) 50 percent of the next 25,000 kW, (4) 60 percent of the next 50,000 kW, (5) 70 percent of the next 100,000 kW, (6) 80 percent of the next 150,000 kW, and (7) 85 percent of all kW in excess of 350,000 kW of the higher of the currently effective contract demand or the highest billing demand established during the preceding 12 months.

## Minimum Bill

The monthly bill under this rate schedule, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge, (2) the base demand charge, as adjusted (but excluding the additional portion thereof applicable to excess of billing demand over contract demand) applied to the customer's billing demand, and (3) the base energy charge, as adjusted, applied to the customer's energy takings.

Distributor may require minimum bills higher than those stated above.

## Contract Requirement

The contract requirement of the schedule (MSD or TMSD) for which this rate schedule is selected as an alternative shall continue to apply, both during the time this alternative rate schedule is in effect under that contract and afterwards. In addition, at the time that this rate schedule becomes effective for billing, there must be at least one year remaining on the contract required by such Schedule MSD or TMSD. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

At the end of the period of service under this rate schedule, the customer, subject to appropriate amendments in its power contract with Distributor, may receive service under Schedule MSD or TMSD for any required contract term then remaining; provided, however, that the onpeak contract demand for any such service under Schedule TMSD shall not be less than the contract demand in effect when service was taken under this rate schedule.

## Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

## Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

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Service is subject to Rules and Regulations of Distributor.

**Exhibit B**

## OAK RIDGE, TENNESSEE

## SUPPLEMENTAL ADJUSTMENT ADDENDUM

The following adjustments shall be deemed to be a part of the Adjustment Addendum to Schedule of Rates and Charges for Distributor dated October 1, 2009. As provided for by the previous Adjustment Addendum dated October 1, 2003 (Environmental Adjustment), the amounts listed under each column (1) are designated, subject to any future Rate Adjustment or Rate Change, to remain in effect for ten (10) years from the effective date of said Environmental Adjustment.

| | Wholesale Power Rate - Schedule WS | | | Resale Schedules | | |
|---|---|---|---|---|---|---|
| **TIME DIFFERENTIATED HOURS USE OF DEMAND SERVICE** | (1) | (2) | (3) | (1) | (2) | (3) |
| **General Power Service** | | | | | | |
| Schedule TDGSB | | | | | | |
| Demand Charge | | | | | | |
| Summer Period | | | | | | |
| Onpeak | Add $0.54 | + $3.55 | | Add $0.56 | + $3.66 | |
| Excess Offpeak | Add $0.11 | + $0.70 | | Add $0.11 | + $0.72 | |
| Winter Period | | | | | | |
| Onpeak | Add $0.29 | + $1.92 | | Add $0.30 | + $1.98 | |
| Excess Offpeak | Add $0.11 | + $0.70 | | Add $0.11 | + $0.72 | |
| Transition Period | Add $0.11 | + $0.70 | | Add $0.11 | + $0.72 | |
| Energy Charge | | | | | | |
| Summer Period | | | | | | |
| Onpeak | Add 0.329¢ | + 2.140¢ | + $A_q$ | Add 0.339¢ | + 2.204¢ | + (1.03 x $A_q$) |
| Offpeak | Add 0.195¢ | + 1.270¢ | + $A_q$ | Add 0.201¢ | + 1.308¢ | + (1.03 x $A_q$) |
| Winter Period | | | | | | |
| Onpeak | Add 0.220¢ | + 1.428¢ | + $A_q$ | Add 0.227¢ | + 1.471¢ | + (1.03 x $A_q$) |
| Offpeak | Add 0.195¢ | + 1.270¢ | + $A_q$ | Add 0.201¢ | + 1.308¢ | + (1.03 x $A_q$) |
| Transition Period | Add 0.195¢ | + 1.270¢ | + $A_q$ | Add 0.201¢ | + 1.308¢ | + (1.03 x $A_q$) |
| Offpeak Hours Use of Demand Adjustment | | | | | | |
| Summer Period and Winter Period | | | | | | |
| First 425 hours | Add 0.010¢ | + 0.068¢ | | Add 0.010¢ | + 0.068¢ | |
| Next 195 hours | Add -0.058¢ | + -0.379¢ | | Add -0.058¢ | + -0.379¢ | |
| Additional kWh | Add -0.116¢ | + -0.757¢ | | Add -0.116¢ | + -0.757¢ | |
| Transition Period | | | | | | |
| First 425 hours | Add 0.010¢ | + 0.068¢ | | Add 0.010¢ | + 0.068¢ | |
| Next 195 hours | Add -0.058¢ | + -0.379¢ | | Add -0.058¢ | + -0.379¢ | |
| Additional kWh | Add -0.116¢ | + -0.757¢ | | Add -0.116¢ | + -0.757¢ | |

| | Wholesale Power Rate - Schedule WS (1) | (2) | (3) | Resale Schedules (1) | (2) | (3) |
|---|---|---|---|---|---|---|
| **Schedule TDGSC** | | | | | | |
| Demand Charge | | | | | | |
| Summer Period | | | | | | |
| Onpeak | Add $0.54 | + $3.55 | | Add $0.56 | + $3.66 | |
| Excess Offpeak | Add $0.11 | + $0.70 | | Add $0.11 | + $0.72 | |
| Winter Period | | | | | | |
| Onpeak | Add $0.29 | + $1.92 | | Add $0.30 | + $1.98 | |
| Excess Offpeak | Add $0.11 | + $0.70 | | Add $0.11 | + $0.72 | |
| Transition Period | Add $0.11 | + $0.70 | | Add $0.11 | + $0.72 | |
| Energy Charge | | | | | | |
| Summer Period | | | | | | |
| Onpeak | Add 0.316¢ | + 2.056¢ | + $A_q$ | Add 0.325¢ | + 2.118¢ | + (1.03 x $A_q$) |
| Offpeak | Add 0.186¢ | + 1.210¢ | + $A_q$ | Add 0.192¢ | + 1.246¢ | + (1.03 x $A_q$) |
| Winter Period | | | | | | |
| Onpeak | Add 0.210¢ | + 1.363¢ | + $A_q$ | Add 0.216¢ | + 1.404¢ | + (1.03 x $A_q$) |
| Offpeak | Add 0.186¢ | + 1.210¢ | + $A_q$ | Add 0.192¢ | + 1.246¢ | + (1.03 x $A_q$) |
| Transition Period | Add 0.186¢ | + 1.210¢ | + $A_q$ | Add 0.192¢ | + 1.246¢ | + (1.03 x $A_q$) |
| Offpeak Hours Use of Demand Adjustment | | | | | | |
| Summer Period and Winter Period | | | | | | |
| First 425 hours | Add 0.010¢ | + 0.068¢ | | Add 0.010¢ | + 0.068¢ | |
| Next 195 hours | Add -0.058¢ | + -0.379¢ | | Add -0.058¢ | + -0.379¢ | |
| Additional kWh | Add -0.116¢ | + -0.757¢ | | Add -0.116¢ | + -0.757¢ | |
| Transition Period | | | | | | |
| First 425 hours | Add 0.010¢ | + 0.068¢ | | Add 0.010¢ | + 0.068¢ | |
| Next 195 hours | Add -0.058¢ | + -0.379¢ | | Add -0.058¢ | + -0.379¢ | |
| Additional kWh | Add -0.116¢ | + -0.757¢ | | Add -0.116¢ | + -0.757¢ | |
| **Schedule TDGSD** | | | | | | |
| Demand Charge | | | | | | |
| Summer Period | | | | | | |
| Onpeak | Add $0.54 | + $3.55 | | Add $0.56 | + $3.66 | |
| Excess Offpeak | Add $0.11 | + $0.70 | | Add $0.11 | + $0.72 | |
| Winter Period | | | | | | |
| Onpeak | Add $0.29 | + $1.92 | | Add $0.30 | + $1.98 | |
| Excess Offpeak | Add $0.11 | + $0.70 | | Add $0.11 | + $0.72 | |
| Transition Period | Add $0.11 | + $0.70 | | Add $0.11 | + $0.72 | |
| Energy Charge | | | | | | |
| Summer Period | | | | | | |
| Onpeak | Add 0.310¢ | + 2.022¢ | + $A_q$ | Add 0.319¢ | + 2.083¢ | + (1.03 x $A_q$) |
| Offpeak | Add 0.176¢ | + 1.151¢ | + $A_q$ | Add 0.181¢ | + 1.186¢ | + (1.03 x $A_q$) |
| Winter Period | | | | | | |
| Onpeak | Add 0.201¢ | + 1.308¢ | + $A_q$ | Add 0.207¢ | + 1.347¢ | + (1.03 x $A_q$) |
| Offpeak | Add 0.176¢ | + 1.151¢ | + $A_q$ | Add 0.181¢ | + 1.186¢ | + (1.03 x $A_q$) |
| Transition Period | Add 0.176¢ | + 1.151¢ | + $A_q$ | Add 0.181¢ | + 1.186¢ | + (1.03 x $A_q$) |

| | Wholesale Power Rate - Schedule WS (1) | (2) | (3) | Resale Schedules (1) | (2) | (3) |
|---|---|---|---|---|---|---|
| Offpeak Hours Use of Demand Adjustment | | | | | | |
| Summer Period and Winter Period | | | | | | |
| First 425 hours | Add 0.010¢ + | 0.068¢ | | Add 0.010¢ + | 0.068¢ | |
| Next 195 hours | Add -0.058¢ + | -0.379¢ | | Add -0.058¢ + | -0.379¢ | |
| Additional kWh | Add -0.116¢ + | -0.757¢ | | Add -0.116¢ + | -0.757¢ | |
| Transition Period | | | | | | |
| First 425 hours | Add 0.010¢ + | 0.068¢ | | Add 0.010¢ + | 0.068¢ | |
| Next 195 hours | Add -0.058¢ + | -0.379¢ | | Add -0.058¢ + | -0.379¢ | |
| Additional kWh | Add -0.116¢ + | -0.757¢ | | Add -0.116¢ + | -0.757¢ | |
| **Manufacturing Service** | | | | | | |
| Schedule TDMSB | | | | | | |
| Demand Charge | | | | | | |
| Summer Period | | | | | | |
| Onpeak | Add $0.54 + | $3.55 | | Add $0.56 + | $3.66 | |
| Excess Offpeak | Add $0.11 + | $0.70 | | Add $0.11 + | $0.72 | |
| Winter Period | | | | | | |
| Onpeak | Add $0.29 + | $1.92 | | Add $0.30 + | $1.98 | |
| Excess Offpeak | Add $0.11 + | $0.70 | | Add $0.11 + | $0.72 | |
| Transition Period | Add $0.11 + | $0.70 | | Add $0.11 + | $0.72 | |
| Energy Charge | | | | | | |
| Summer Period | | | | | | |
| Onpeak | Add 0.276¢ + | 1.787¢ + | $A_q$ | Add 0.284¢ + | 1.841¢ + | (1.03 x $A_q$) |
| Offpeak | Add 0.143¢ + | 0.927¢ + | $A_q$ | Add 0.147¢ + | 0.955¢ + | (1.03 x $A_q$) |
| Winter Period | | | | | | |
| Onpeak | Add 0.168¢ + | 1.091¢ + | $A_q$ | Add 0.173¢ + | 1.124¢ + | (1.03 x $A_q$) |
| Offpeak | Add 0.143¢ + | 0.927¢ + | $A_q$ | Add 0.147¢ + | 0.955¢ + | (1.03 x $A_q$) |
| Transition Period | Add 0.143¢ + | 0.927¢ + | $A_q$ | Add 0.147¢ + | 0.955¢ + | (1.03 x $A_q$) |
| Offpeak Hours Use of Demand Adjustment | | | | | | |
| Summer Period and Winter Period | | | | | | |
| First 425 hours | Add 0.010¢ + | 0.068¢ | | Add 0.010¢ + | 0.068¢ | |
| Next 195 hours | Add -0.058¢ + | -0.379¢ | | Add -0.058¢ + | -0.379¢ | |
| Additional kWh | Add -0.116¢ + | -0.757¢ | | Add -0.116¢ + | -0.757¢ | |
| Transition Period | | | | | | |
| First 425 hours | Add 0.010¢ + | 0.068¢ | | Add 0.010¢ + | 0.068¢ | |
| Next 195 hours | Add -0.058¢ + | -0.379¢ | | Add -0.058¢ + | -0.379¢ | |
| Additional kWh | Add -0.116¢ + | -0.757¢ | | Add -0.116¢ + | -0.757¢ | |
| Schedule TDMSC | | | | | | |
| Demand Charge | | | | | | |
| Summer Period | | | | | | |
| Onpeak | Add $0.54 + | $3.55 | | Add $0.56 + | $3.66 | |
| Excess Offpeak | Add $0.11 + | $0.70 | | Add $0.11 + | $0.72 | |
| Winter Period | | | | | | |
| Onpeak | Add $0.29 + | $1.92 | | Add $0.30 + | $1.98 | |
| Excess Offpeak | Add $0.11 + | $0.70 | | Add $0.11 + | $0.72 | |
| Transition Period | Add $0.11 + | $0.70 | | Add $0.11 + | $0.72 | |

| | Wholesale Power Rate - Schedule WS (1) | (2) | (3) | Resale Schedules (1) | (2) | (3) |
|---|---|---|---|---|---|---|
| Energy Charge | | | | | | |
| Summer Period | | | | | | |
| Onpeak | Add 0.279¢ + | 1.806¢ + | $A_q$ | Add 0.287¢ + | 1.860¢ + | (1.03 x $A_q$) |
| Offpeak | Add 0.143¢ + | 0.924¢ + | $A_q$ | Add 0.147¢ + | 0.952¢ + | (1.03 x $A_q$) |
| Winter Period | | | | | | |
| Onpeak | Add 0.169¢ + | 1.094¢ + | $A_q$ | Add 0.174¢ + | 1.127¢ + | (1.03 x $A_q$) |
| Offpeak | Add 0.143¢ + | 0.924¢ + | $A_q$ | Add 0.147¢ + | 0.952¢ + | (1.03 x $A_q$) |
| Transition Period | Add 0.143¢ + | 0.924¢ + | $A_q$ | Add 0.147¢ + | 0.952¢ + | (1.03 x $A_q$) |
| Offpeak Hours Use of Demand Adjustment | | | | | | |
| Summer Period and Winter Period | | | | | | |
| First 425 hours | Add 0.010¢ + | 0.068¢ | | Add 0.010¢ + | 0.068¢ | |
| Next 195 hours | Add -0.058¢ + | -0.379¢ | | Add -0.058¢ + | -0.379¢ | |
| Additional kWh | Add -0.116¢ + | -0.757¢ | | Add -0.116¢ + | -0.757¢ | |
| Transition Period | | | | | | |
| First 425 hours | Add 0.010¢ + | 0.068¢ | | Add 0.010¢ + | 0.068¢ | |
| Next 195 hours | Add -0.058¢ + | -0.379¢ | | Add -0.058¢ + | -0.379¢ | |
| Additional kWh | Add -0.116¢ + | -0.757¢ | | Add -0.116¢ + | -0.757¢ | |
| **Schedule TDMSD** | | | | | | |
| Demand Charge | | | | | | |
| Summer Period | | | | | | |
| Onpeak | Add $0.54 + | $3.55 | | Add $0.56 + | $3.66 | |
| Excess Offpeak | Add $0.11 + | $0.70 | | Add $0.11 + | $0.72 | |
| Winter Period | | | | | | |
| Onpeak | Add $0.29 + | $1.92 | | Add $0.30 + | $1.98 | |
| Excess Offpeak | Add $0.11 + | $0.70 | | Add $0.11 + | $0.72 | |
| Transition Period | Add $0.11 + | $0.70 | | Add $0.11 + | $0.72 | |
| Energy Charge | | | | | | |
| Summer Period | | | | | | |
| Onpeak | Add 0.271¢ + | 1.768¢ + | $A_q$ | Add 0.279¢ + | 1.821¢ + | (1.03 x $A_q$) |
| Offpeak | Add 0.136¢ + | 0.886¢ + | $A_q$ | Add 0.140¢ + | 0.913¢ + | (1.03 x $A_q$) |
| Winter Period | | | | | | |
| Onpeak | Add 0.161¢ + | 1.052¢ + | $A_q$ | Add 0.166¢ + | 1.084¢ + | (1.03 x $A_q$) |
| Offpeak | Add 0.136¢ + | 0.886¢ + | $A_q$ | Add 0.140¢ + | 0.913¢ + | (1.03 x $A_q$) |
| Transition Period | Add 0.136¢ + | 0.886¢ + | $A_q$ | Add 0.140¢ + | 0.913¢ + | (1.03 x $A_q$) |
| Offpeak Hours Use of Demand Adjustment | | | | | | |
| Summer Period and Winter Period | | | | | | |
| First 425 hours | Add 0.010¢ + | 0.068¢ | | Add 0.010¢ + | 0.068¢ | |
| Next 195 hours | Add -0.058¢ + | -0.379¢ | | Add -0.058¢ + | -0.379¢ | |
| Additional kWh | Add -0.116¢ + | -0.757¢ | | Add -0.116¢ + | -0. 757¢ | |
| Transition Period | | | | | | |
| First 425 hours | Add 0.010¢ + | 0.068¢ | | Add 0.010¢ + | 0.068¢ | |
| Next 195 hours | Add -0.058¢ + | -0.379¢ | | Add -0.058¢ + | -0.379¢ | |
| Additional kWh | Add -0.116¢ + | -0.757¢ | | Add -0.116¢ + | -0.757¢ | |

## OAK RIDGE, TENNESSEE

## SUPPLEMENTAL ADJUSTMENT ADDENDUM

The following adjustments shall be deemed to be a part of the Adjustment Addendum to Schedule of Rates and Charges for Distributor dated October 1, 2009. As provided for by the previous Adjustment Addendum dated October 1, 2003 (Environmental Adjustment), the amounts listed under each column (1) are designated, subject to any future Rate Adjustment or Rate Change, to remain in effect for ten (10) years from the effective date of said Environmental Adjustment.

| | Wholesale Power Rate - Schedule WS | | | Resale Schedules | | |
|---|---|---|---|---|---|---|
| **PILOT SEASONAL DEMAND AND ENERGY SERVICE** | (1) | (2) | (3) | (1) | (2) | (3) |
| **General Power Service** | | | | | | |
| Schedule PSGSB | | | | | | |
| Demand Charge | | | | | | |
| Summer Period | Add $0.82 | + $4.78 | | Add $0.84 | + $4.92 | |
| Winter Period | Add $0.57 | + $3.31 | | Add $0.59 | + $3.41 | |
| Transition Period | Add $0.38 | + $2.21 | | Add $0.39 | + $2.28 | |
| Energy Charge | | | | | | |
| Summer Period | Add 0.180¢ | + 1.047¢ | + $A_q$ | Add 0.185¢ | + 1.078¢ | + (1.03 x $A_q$) |
| Winter Period | Add 0.164¢ | + 0.952¢ | + $A_q$ | Add 0.169¢ | + 0.981¢ | + (1.03 x $A_q$) |
| Transition Period | Add 0.160¢ | + 0.931¢ | + $A_q$ | Add 0.165¢ | + 0.959¢ | + (1.03 x $A_q$) |
| Schedule PSGSC | | | | | | |
| Demand Charge | | | | | | |
| Summer Period | Add $0.82 | + $4.78 | | Add $0.84 | + $4.92 | |
| Winter Period | Add $0.57 | + $3.31 | | Add $0.59 | + $3.41 | |
| Transition Period | Add $0.38 | + $2.21 | | Add $0.39 | + $2.28 | |
| Energy Charge | | | | | | |
| Summer Period | Add 0.181¢ | + 1.050¢ | + $A_q$ | Add 0.186¢ | + 1.082¢ | + (1.03 x $A_q$) |
| Winter Period | Add 0.164¢ | + 0.953¢ | + $A_q$ | Add 0.169¢ | + 0.982¢ | + (1.03 x $A_q$) |
| Transition Period | Add 0.161¢ | + 0.932¢ | + $A_q$ | Add 0.166¢ | + 0.960¢ | + (1.03 x $A_q$) |
| Schedule PSGSD | | | | | | |
| Demand Charge | | | | | | |
| Summer Period | Add $0.96 | + $5.61 | | Add $0.99 | + $5.78 | |
| Winter Period | Add $0.71 | + $4.14 | | Add $0.73 | + $4.26 | |
| Transition Period | Add $0.52 | + $3.04 | | Add $0.54 | + $3.13 | |
| Energy Charge | | | | | | |
| Summer Period | Add 0.152¢ | + 0.886¢ | + $A_q$ | Add 0.157¢ | + 0.913¢ | + (1.03 x $A_q$) |
| Winter Period | Add 0.138¢ | + 0.801¢ | + $A_q$ | Add 0.142¢ | + 0.825¢ | + (1.03 x $A_q$) |
| Transition Period | Add 0.134¢ | + 0.783¢ | + $A_q$ | Add 0.138¢ | + 0.806¢ | + (1.03 x $A_q$) |

| | Wholesale Power Rate - Schedule WS (1) | (2) | (3) | Resale Schedules (1) | (2) | (3) |
|---|---|---|---|---|---|---|
| **Manufacturing Service** | | | | | | |
| Schedule PSMSB | | | | | | |
| Demand Charge | | | | | | |
| Summer Period | Add $0.71 | + $4.11 | | Add $0.73 | + $4.23 | |
| Winter Period | Add $0.46 | + $2.64 | | Add $0.47 | + $2.72 | |
| Transition Period | Add $0.27 | + $1.54 | | Add $0.28 | + $1.59 | |
| Energy Charge | | | | | | |
| Summer Period | Add 0.150¢ | + 0.869¢ | + $A_q$ | Add 0.154¢ | + 0.895¢ | + (1.03 x $A_q$) |
| Winter Period | Add 0.132¢ | + 0.762¢ | + $A_q$ | Add 0.136¢ | + 0.785¢ | + (1.03 x $A_q$) |
| Transition Period | Add 0.127¢ | + 0.737¢ | + $A_q$ | Add 0.131¢ | + 0.759¢ | + (1.03 x $A_q$) |
| Schedule PSMSC | | | | | | |
| Demand Charge | | | | | | |
| Summer Period | Add $0.71 | + $4.11 | | Add $0.73 | + $4.23 | |
| Winter Period | Add $0.46 | + $2.64 | | Add $0.47 | + $2.72 | |
| Transition Period | Add $0.27 | + $1.54 | | Add $0.28 | + $1.59 | |
| Energy Charge | | | | | | |
| Summer Period | Add 0.149¢ | + 0.862¢ | + $A_q$ | Add 0.153¢ | + 0.888¢ | + (1.03 x $A_q$) |
| Winter Period | Add 0.132¢ | + 0.761¢ | + $A_q$ | Add 0.136¢ | + 0.784¢ | + (1.03 x $A_q$) |
| Transition Period | Add 0.127¢ | + 0.737¢ | + $A_q$ | Add 0.131¢ | + 0.759¢ | + (1.03 x $A_q$) |
| Schedule PSMSD | | | | | | |
| Demand Charge | | | | | | |
| Summer Period | Add $0.82 | + $4.78 | | Add $0.84 | + $4.92 | |
| Winter Period | Add $0.57 | + $3.31 | | Add $0.59 | + $3.41 | |
| Transition Period | Add $0.38 | + $2.21 | | Add $0.39 | + $2.28 | |
| Energy Charge | | | | | | |
| Summer Period | Add 0.120¢ | + 0.697¢ | + $A_q$ | Add 0.124¢ | + 0.718¢ | + (1.03 x $A_q$) |
| Winter Period | Add 0.106¢ | + 0.616¢ | + $A_q$ | Add 0.109¢ | + 0.634¢ | + (1.03 x $A_q$) |
| Transition Period | Add 0.103¢ | + 0.597¢ | + $A_q$ | Add 0.106¢ | + 0.615¢ | + (1.03 x $A_q$) |

# Exhibit C

# RIDER TO WHOLESALE POWER RATE--SCHEDULE WS
# OAK RIDGE, TENNESSEE

Wholesale Power Rate--Schedule WS is hereby amended by (a) adding the following under "Demand and Energy Charges" as a reference to additional resale schedules applicable to OAK RIDGE, TENNESSEE and (b) revising the section headed "Adjustments" in said Schedule WS as further described below.

## TIME DIFFERENTIATED HOURS USE OF DEMAND SERVICE

**General Power Service**

Schedule TDGSB

| | |
|---|---|
| Administrative Charge: | $350 per delivery point per month |
| Demand Charge: | |
| Summer Period | $10.52 per kW of metered onpeak demand per month<br>$2.08 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand |
| Winter Period | $5.70 per kW of metered onpeak demand per month<br>$2.08 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand |
| Transition Period | $2.08 per kW of metered offpeak demand per month |
| Energy Charge: | |
| Summer Period | 6.224¢ per kWh per month for all metered onpeak kWh<br>3.696¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all metered offpeak kWh |
| Winter Period | 4.156¢ per kWh per month for all metered onpeak kWh<br>3.696¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all metered offpeak kWh |
| Transition Period | 3.696¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all metered kWh |
| Offpeak Hours Use of Demand Adjustment: | |
| Summer Period and Winter Period | 0.195¢ per kWh for up to 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy<br>-1.101¢ per kWh for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy<br>-2.202¢ per kWh for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy |
| Transition Period | 0.195¢ per kWh for up to 425 hours use of maximum metered demand<br>-1.101¢ per kWh for the next 195 hours use of maximum metered demand<br>-2.202¢ per kWh for the hours use of maximum metered demand in excess of 620 hours |

Schedule TDGSC

| | |
|---|---|
| Administrative Charge: | $350 per delivery point per month |
| Demand Charge: | |
| Summer Period | $10.52 per kW of metered onpeak demand per month<br>$2.08 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand |
| Winter Period | $5.70 per kW of metered onpeak demand per month<br>$2.08 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand |
| Transition Period | $2.08 per kW of metered offpeak demand per month |
| Energy Charge: | |
| Summer Period | 5.981¢ per kWh per month for all metered onpeak kWh<br>3.518¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all metered offpeak kWh |
| Winter Period | 3.963¢ per kWh per month for all metered onpeak kWh<br>3.518¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all metered offpeak kWh |
| Transition Period | 3.518¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all metered kWh |
| Offpeak Hours Use of Demand Adjustment: | |
| Summer Period and Winter Period | 0.195¢ per kWh for up to 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy<br>-1.101¢ per kWh for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy<br>-2.202¢ per kWh for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy |
| Transition Period | 0.195¢ per kWh for up to 425 hours use of maximum metered demand<br>-1.101¢ per kWh for the next 195 hours use of maximum metered demand<br>-2.202¢ per kWh for the hours use of maximum metered demand in excess of 620 hours |

Schedule TDGSD

| | |
|---|---|
| Administrative Charge: | $350 per delivery point per month |
| Demand Charge: | |
| Summer Period | $10.52 per kW of metered onpeak demand per month<br>$2.08 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand |
| Winter Period | $5.70 per kW of metered onpeak demand per month<br>$2.08 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand |
| Transition Period | $2.08 per kW of metered offpeak demand per month |

Energy Charge:

| | |
|---|---|
| Summer Period | 5.877¢ per kWh per month for all metered onpeak kWh<br>3.343¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all metered offpeak kWh |
| Winter Period | 3.801¢ per kWh per month for all metered onpeak kWh<br>3.343¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all metered offpeak kWh |
| Transition Period | 3.343¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all metered kWh |

Offpeak Hours Use of Demand Adjustment:

| | |
|---|---|
| Summer Period and Winter Period | 0.195¢ per kWh for up to 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy<br>-1.101¢ per kWh for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy<br>-2.202¢ per kWh for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy |
| Transition Period | 0.195¢ per kWh for up to 425 hours use of maximum metered demand<br>-1.101¢ per kWh for the next 195 hours use of maximum metered demand<br>-2.202¢ per kWh for the hours use of maximum metered demand in excess of 620 hours |

**Manufacturing Service**

Schedule TDMSB

| | |
|---|---|
| Administrative Charge: | $350 per delivery point per month |
| Demand Charge: | |
| Summer Period | $10.52 per kW of metered onpeak demand per month<br>$2.08 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand |
| Winter Period | $5.70 per kW of metered onpeak demand per month<br>$2.08 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand |
| Transition Period | $2.08 per kW of metered offpeak demand per month |

Energy Charge:

| | |
|---|---|
| Summer Period | 5.200¢ per kWh per month for all metered onpeak kWh<br>2.697¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all metered offpeak kWh |
| Winter Period | 3.175¢ per kWh per month for all metered onpeak kWh<br>2.697¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all metered offpeak kWh |

| | |
|---|---|
| Transition Period | 2.697¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all metered kWh |
| Offpeak Hours Use of Demand Adjustment: | |
| Summer Period and Winter Period | 0.195¢ per kWh for up to 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy<br>-1.101¢ per kWh for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy<br>-2.202¢ per kWh for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy |
| Transition Period | 0.195¢ per kWh for up to 425 hours use of maximum metered demand multiplied<br>-1.101¢ per kWh for the next 195 hours use of maximum metered demand<br>-2.202¢ per kWh for the hours use of maximum metered demand in excess of 620 hours |

<u>Schedule TDMSC</u>

| | |
|---|---|
| Administrative Charge: | $350 per delivery point per month |
| Demand Charge: | |
| Summer Period | $10.52 per kW of metered onpeak demand per month<br>$2.08 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand |
| Winter Period | $5.70 per kW of metered onpeak demand per month<br>$2.08 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand |
| Transition Period | $2.08 per kW of metered offpeak demand per month |
| Energy Charge: | |
| Summer Period | 5.256¢ per kWh per month for all metered onpeak kWh<br>2.689¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all metered offpeak kWh |
| Winter Period | 3.184¢ per kWh per month for all metered onpeak kWh<br>2.689¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all metered offpeak kWh |
| Transition Period | 2.689¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all metered kWh |
| Offpeak Hours Use of Demand Adjustment: | |
| Summer Period and Winter Period | 0.195¢ per kWh for up to 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy<br>-1.101¢ per kWh for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy |

| | |
|---|---|
| | -2.202¢ per kWh for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy |
| Transition Period | 0.195¢ per kWh for up to 425 hours use of maximum metered demand |
| | -1.101¢ per kWh for the next 195 hours use of maximum metered demand |
| | -2.202¢ per kWh for the hours use of maximum metered demand in excess of 620 hours |

<u>Schedule TDMSD</u>

| | |
|---|---|
| Administrative Charge: | $350 per delivery point per month |
| Demand Charge: | |
| Summer Period | $10.52 per kW of metered onpeak demand per month |
| | $2.08 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand |
| Winter Period | $5.70 per kW of metered onpeak demand per month |
| | $2.08 per kW per month of the amount, if any, by which metered offpeak demand exceeds metered onpeak demand |
| Transition Period | $2.08 per kW of metered offpeak demand per month |
| Energy Charge: | |
| Summer Period | 5.143¢ per kWh per month for all metered onpeak kWh |
| | 2.578¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all metered offpeak kWh |
| Winter Period | 3.060¢ per kWh per month for all metered onpeak kWh |
| | 2.578¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all metered offpeak kWh |
| Transition Period | 2.578¢ per kWh (adjusted for hours use of maximum metered demand as provided below) per month for all metered kWh |
| Offpeak Hours Use of Demand Adjustment: | |
| Summer Period and Winter Period | 0.195¢ per kWh for up to 425 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy |
| | -1.101¢ per kWh for the next 195 hours use of maximum metered demand multiplied by the ratio of offpeak energy to total energy |
| | -2.202¢ per kWh for the hours use of maximum metered demand in excess of 620 hours multiplied by the ratio of offpeak energy to total energy |
| Transition Period | 0.195¢ per kWh for up to 425 hours use of maximum metered demand |
| | -1.101¢ per kWh for the next 195 hours use of maximum metered demand |
| | -2.202¢ per kWh for the hours use of maximum metered demand in excess of 620 hours |

## Adjustments

Schedule WS is further amended by replacing item 3 in the section headed "Adjustments" with the following:

3. In any case in which a bill involving a metered demand less than the billing demand is applicable to a customer of Distributor with a contract demand in excess of 5,000 kW, Distributor's bill under this rate schedule shall be adjusted by adding thereto for each such customer an amount computed as provided below. When such bill involves a customer served under a standard schedule, the amount added shall be computed by multiplying (except as provided in the last paragraph of this section) 50 percent of the amount by which the customer's billing demand exceeds the metered demand times the appropriate base demand charge, as adjusted, of this rate schedule. When such bill involves a customer served under a time-of-day rate schedule or a Time Differentiated Hours Use of Demand rate schedule, the amount added shall be (except as provided in the last paragraph of this section) 50 percent of the amount by which (a) the amount computed by applying the appropriate base demand charges of this rate schedule, as adjusted, to the customer's onpeak billing demand and to its excess of offpeak billing demand over onpeak billing demand exceeds (b) the amount computed by applying the appropriate base demand charges of this rate schedule, as adjusted, to the customer's metered onpeak demand and to its excess of metered offpeak demand over metered onpeak demand.

For any customer of Distributor served under a Time Differentiated Hours Use of Demand rate schedule, in any case in which a bill involving metered offpeak energy less than the billed offpeak energy is applicable to such a customer with a contract demand in excess of 5,000 kW, Distributor's bill under this rate schedule shall be adjusted by adding thereto for each such customer an amount which shall be (except as provided in the last paragraph of this section) 50 percent of the amount by which (a) the amount computed by applying the appropriate base offpeak energy charges of this rate schedule, as adjusted, to the customer's billed offpeak energy exceeds (b) the amount computed by applying the appropriate base offpeak energy charges of this rate schedule, as adjusted, to the customer's metered offpeak energy.

For purposes of applying these adjustments with respect to customers with contract demands in excess of 25,000 kW, all references to the term "50 percent" in the preceding paragraphs shall be replaced with the term "75 percent."

# RIDER TO WHOLESALE POWER RATE--SCHEDULE WS
# OAK RIDGE, TENNESSEE

Wholesale Power Rate--Schedule WS is hereby amended by adding the following under "Demand and Energy Charges" as a reference to additional resale schedules applicable to OAK RIDGE, TENNESSEE.

## PILOT SEASONAL DEMAND AND ENERGY SERVICE

**General Power Service**

Schedule PSGSB

| | |
|---|---|
| Administrative Charge: | $350 per delivery point per month |
| Demand Charge: | |
| Summer Period | $13.83 per kW of metered demand per month |
| Winter Period | $9.59 per kW of metered demand per month |
| Transition Period | $6.40 per kW of metered demand per month |
| Energy Charge: | |
| Summer Period | 3.028¢ per kWh per month |
| Winter Period | 2.752¢ per kWh per month |
| Transition Period | 2.692¢ per kWh per month |

Schedule PSGSC

| | |
|---|---|
| Administrative Charge: | $350 per delivery point per month |
| Demand Charge: | |
| Summer Period | $13.83 per kW of metered demand per month |
| Winter Period | $9.59 per kW of metered demand per month |
| Transition Period | $6.40 per kW of metered demand per month |
| Energy Charge: | |
| Summer Period | 3.036¢ per kWh per month |
| Winter Period | 2.755¢ per kWh per month |
| Transition Period | 2.696¢ per kWh per month |

Schedule PSGSD

| | |
|---|---|
| Administrative Charge: | $350 per delivery point per month |
| Demand Charge: | |
| Summer Period | $16.22 per kW of metered demand per month |
| Winter Period | $11.97 per kW of metered demand per month |
| Transition Period | $8.79 per kW of metered demand per month |
| Energy Charge: | |
| Summer Period | 2.563¢ per kWh per month |
| Winter Period | 2.318¢ per kWh per month |
| Transition Period | 2.264¢ per kWh per month |

**Manufacturing Service**

Schedule PSMSB

| | |
|---|---|
| Administrative Charge: | $350 per delivery point per month |
| Demand Charge: | |
| Summer Period | $11.88 per kW of metered demand per month |
| Winter Period | $7.64 per kW of metered demand per month |
| Transition Period | $4.45 per kW of metered demand per month |
| Energy Charge: | |
| Summer Period | 2.514¢ per kWh per month |
| Winter Period | 2.202¢ per kWh per month |
| Transition Period | 2.130¢ per kWh per month |

Schedule PSMSC

| | |
|---|---|
| Administrative Charge: | $350 per delivery point per month |
| Demand Charge: | |
| Summer Period | $11.88 per kW of metered demand per month |
| Winter Period | $7.64 per kW of metered demand per month |
| Transition Period | $4.45 per kW of metered demand per month |
| Energy Charge: | |
| Summer Period | 2.494¢ per kWh per month |
| Winter Period | 2.202¢ per kWh per month |
| Transition Period | 2.132¢ per kWh per month |

Schedule PSMSD

| | |
|---|---|
| Administrative Charge: | $350 per delivery point per month |
| Demand Charge: | |
| Summer Period | $13.83 per kW of metered demand per month |
| Winter Period | $9.59 per kW of metered demand per month |
| Transition Period | $6.40 per kW of metered demand per month |
| Energy Charge: | |
| Summer Period | 2.016¢ per kWh per month |
| Winter Period | 1.783¢ per kWh per month |
| Transition Period | 1.726¢ per kWh per month |

**ADMINISTRATIVE SERVICES MEMORANDUM**
**10-03**

**DATE:** **August 31, 2010**

**TO:** **Mark S. Watson, City Manager**

**FROM:** **Steven W. Jenkins, Deputy City Manager**

**SUBJECT:** **ELECTRIC RATE ADJUSTMENT**

An item for the agenda of Monday, September 13, 2010, is a resolution authorizing a contract amendment between the City of Oak Ridge and the Tennessee Valley Authority (TVA) to establish new retail rates for the City's electric system. If approved, the new electric retail rates will be effective with the October 1, 2010 billings. This rate adjustment of approximately 1.9 percent would be an increase of $2.00 per month for a residential customer and $3.98 per month for an average small commercial customer.

TVA, the City's electric system regulatory agency, has approved the proposed increase. The contract amendment, along with a summary of the new rates, is attached. The need for this proposed rate increase was discussed in detail at two separate Budget and Finance Committee work sessions during the spring. The primary reason is to prepare for TVA's restructuring of their wholesale pricing structure. TVA's rate restructure will increase the financial risk for the City's electric system; therefore, an increase in the cash reserves is prudent. Based on current projections, the proposed rate increase will provide just over $920,000 in annual revenue to the electric fund.

One of TVA's proposed changes eliminates "end use billing" as the basis for TVA's wholesale power billings to its distributors. The "end use billing" process provides the City with the ability to better match its cash flows, because the amount paid to TVA for purchased power is based on the bills that the City sends its customers. In the future, the payment to TVA will be based on system meter readings. The City will be required to pay the wholesale bill to TVA before the City can collect payments from its customers. This will cause a reduction of the City's cash reserves before they can be replenished from customer payments. This phenomenon is particularly true in months with extreme temperature changes. The additional cash that will be needed during months with high usage could be $1,500,000 for a system with a $54,000,000 budget.

It should be noted that this is not the only rate fluctuation that will occur. TVA adjusts wholesale rates monthly with a fuel cost adjustment (FCA). If the cost of fuel rises then the FCA will rise, and if the cost of fuel declines the FCA will decline. This fluctuation in rates is passed on to the City's customers and can be significantly greater than the proposed rate increase.

The change in TVA's billing process was originally scheduled to take place in October of 2010, but has been delayed until April of 2011. City staff is recommending that the City's rate adjustment be approved at this time to build its cash reserves in preparation for the change in TVA's wholesale pricing structure. The increase in cash reserves will mitigate the risk that TVA's rate restructure will have on the City's system.

In recent years, City staff has purposely allowed cash reserves to decline because of the low interest rates that the City is currently able to earn on its reserves. However, the City's rating

agencies, TVA auditors, and City staff is now recommending that an adjustment to the rates is necessary to strengthen the City cash reserves. There is an attached chart titled "Analysis of Cash and Reserves Ratio. This chart, along with the entire financial analysis, was prepared by Chris Mitchell of Chris Mitchell Management Consultants (CMMC). The chart assumes that this rate adjustment is approved and depicts different scenarios for the direction of cash reserves. The goal is to keep the ratio between 5 percent and 8 percent.

As stated on the chart, there is a positive aspect to the rate restructure. Even though TVA's rate restructure will increase the risk to the electric system's cash flow, the system's wholesale payment to TVA is anticipated to decline by over $400,000 annually. This is less than 1 percent of the total revenues, but will help mitigate future rate increases and provide additional funds to improve the distribution system

The City does have a choice of borrowing money for capital projects or increasing the rates to strengthen the cash reserves of the electric utility. As City Council is aware, the City just borrowed $5,000,000 in "Build America Bonds" to reimburse itself for prior capital projects and complete approved capital projects. Due to the recent bond issue and the total accumulated electric system debt, additional debt is not recommended at this time.

Finally, City staff is recommending a restructure of the City's electric rates to provide more fixed revenue to the City. This is another change that has been necessitated by TVA's proposed rate restructure. TVA is restructuring its wholesale billing system to account for seasonal and time of use rates. This could create significant fluctuations in the City's bills as customers manage their usage differently. To mitigate this risk, the City's rates are being restructured to provide a larger fixed component to the rates. This change will help stabilize future revenues and cash flow. Phase 1 of this rate restructure is included in the proposed retail rates that are attached. Phase 2 will be included in the April 2011 contract amendment with TVA.

Virtually every electric utility in the region is facing the same issue and is also increasing the fixed component of their rates. There is a second chart attached that compares customer charges, which is the fixed component of the rates, for the different distributors in the eastern district of TVA. The City is number 13 on the chart and is in the lower portion of the grouping. It should be noted that in addition to increasing their customer charges, several electric utilities in the region are also proposing retail rate increases.

Over the next few months, TVA is considering additional changes to their wholesale pricing structure. The City staff will be reviewing these changes and will determine if additional changes to the retail rates are needed.

Chris Mitchell will be available to discuss the significant changes to the rates at the September 7, 2010 agenda revenue meeting. He will not be at the City Council meeting on September 13, 2010.

Staff recommends approval of the attached resolution as submitted.

Steven Jenkins

Steven Jenkins

Attachments

City Manager's Comments:

I have reviewed the above issue and recommend Council action as outlined in this document.

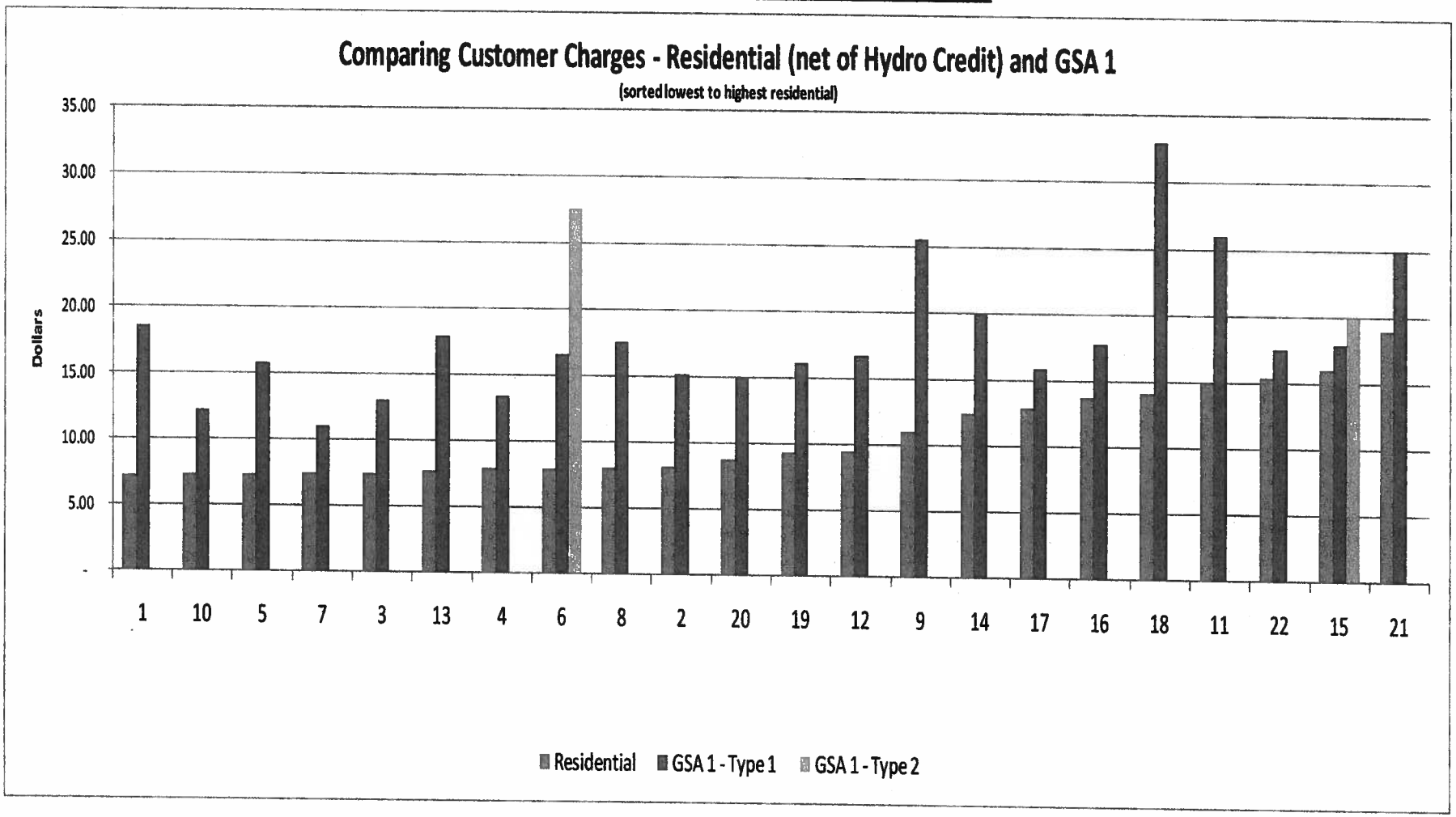
Mark S Watson
Mark S. Watson

9/2/10
Date

# Distributor Management Presentation

**Proposed:**
**Residential $10.7**

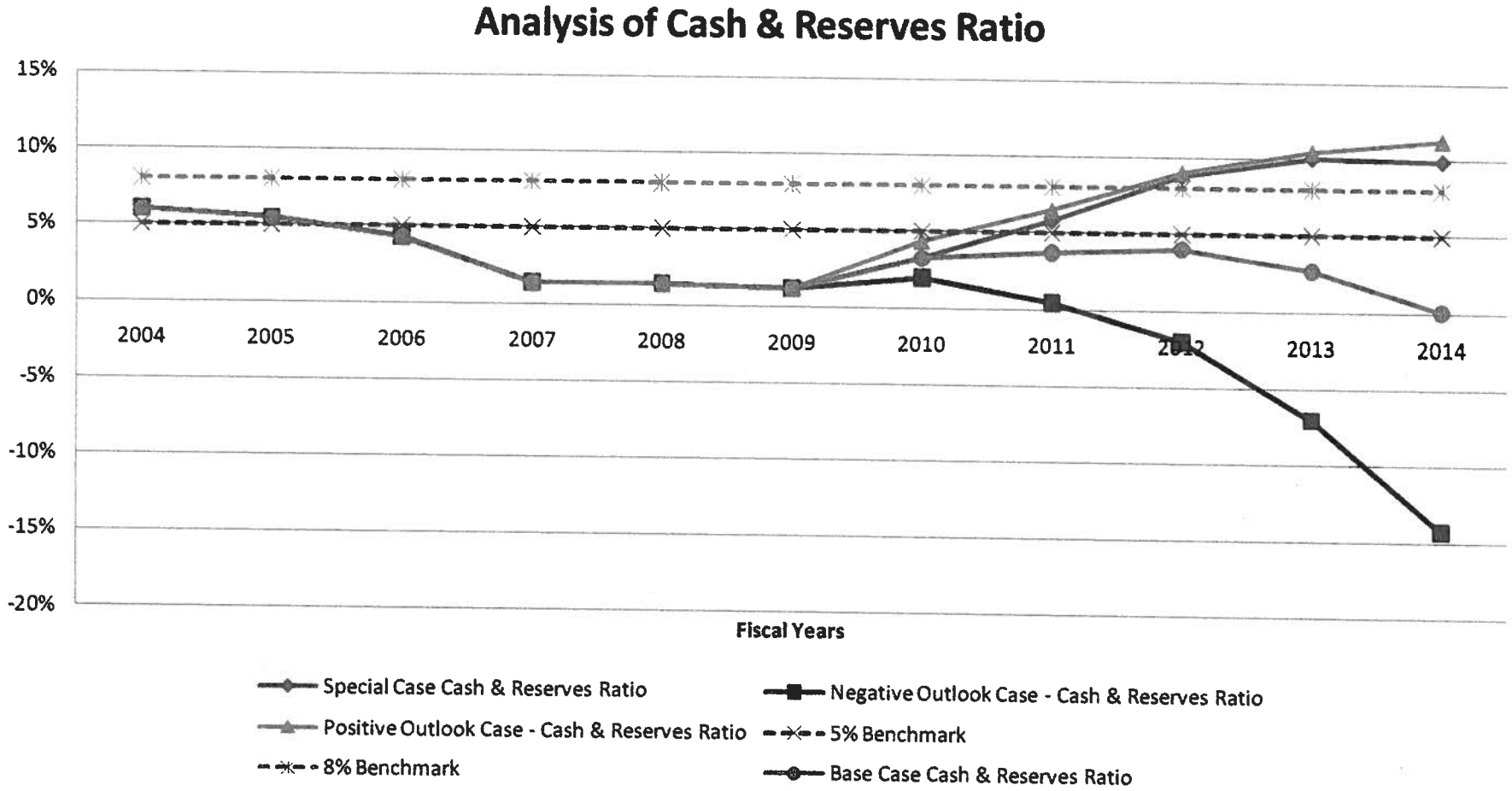
## Retail Rate Comparisons



# Distributor Management Presentation

## Financial Analysis

**Assumes:**
**Rate Increases: FY 2011 1.9%**
**Debt Increase: None**
**Assumes a Wholesale Cost Decrease of $436,387 per year**



CITY OF OAK RIDGE ELECTRIC RATES

EFFECTIVE WITH THE OCTOBER 2010 ELECTRIC BILLINGS

| **Standard Service** | | | Current Rates | Effective Oct-10 Rates | Rate Change |
|---|---|---|---|---|---|
| **Residential** | RS | Base Charge | $ 7.70 | $ 9.70 | $ 2.00 |
| | | All kWh | 0.09038 | 0.09038 | - |
| | GSA1 | Base Charge | $ 17.93 | $ 17.93 | $ - |
| **GSA Part 1** | | All kWh | 0.10041 | 0.10262 | 0.00221 |
| | GSA2 | Base Charge | $ 58.00 | $ 80.00 | $ 22.00 |
| **GSA Part 2** | | 1st 15,000 kWh | 0.10424 | 0.10424 | - |
| General Service | | Additional kWh | 0.05419 | 0.05606 | 0.00187 |
| < 1,000 kW | | kW, 51-1,000 | $ 14.58 | $ 14.58 | $ - |
| | GSA3 | Base Charge | $ 158.19 | $ 200.00 | $ 41.81 |
| **GSA Part 3** | | All kWh | 0.05579 | 0.05744 | 0.00165 |
| General Service | | kW, 0 - 1,000 | $ 14.03 | $ 14.03 | $ - |
| 1,000 to 5,000 kW | | kW, 1,001 - 5,000 | $ 16.75 | $ 16.75 | $ - |

**Tennessee Valley Authority,** 400 West Summit Hill Drive, Knoxville, Tennessee 37902-1401

August 23, 2010

Mr. Jack L. Suggs, Electrical Director
Oak Ridge Electric Department
Post Office Box 1
Oak Ridge, Tennessee 37831-0001

Dear Jack:

**Oak Ridge, TN – PROPOSED RESALE RATE SCHEDULE SUBSTITUTION AGREEMENT**

Enclosed for your review are two duplicate originals of a standard form resale rate schedule substitution agreement to provide for the substitution of Schedule RS (October 2010) for Schedule RS (April 2008) and Schedule GSA (October 2010) for Schedule GSA (April 2008). This substitution will be effective for bills rendered for Oak Ridge's revenue months beginning with the October 2010 revenue month.

Also enclosed is a copy of the October 2009 Adjustment Addendum. Please note that Oak Ridge's resale charges to its customers will be the sum of the base charges in the proposed schedule and the corresponding resale rate adjustment amounts set forth in the October 2009 Adjustment Addendum (including the applicable FCA amounts).

Please have the agreements signed on behalf of Oak Ridge and return both originals to me for further handling. We will return a fully executed original to you for your files.

Sincerely,

Robbie Ansary
Knoxville Customer Service Manager
Northeast District

RA
Enclosures

Printed on recycled paper

NUMBER _____

**RESOLUTION**

WHEREAS, the City of Oak Ridge and the Tennessee Valley Authority (TVA) have heretofore entered into a contract under which electric power and energy is supplied by TVA at wholesale to the City for resale; and

WHEREAS, this contract, as amended, establishes schedules of rates that may be charged to customers and governs the use to which the City may apply revenues realized; and

WHEREAS, the Tennessee Valley Authority is restructuring its wholesale rates and the billing process to its distributors; and

WHEREAS, the change in TVA's billing process will require the City to increase its retail rates to maintain adequate cash reserves and to assure the financial integrity of the Electric Fund; and

WHEREAS, TVA has reviewed and approved the City's proposed retail electric rate increase; and

WHEREAS, the City Manager recommends that the City increase its current electric retail rates.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is hereby approved and the contract between the City of Oak Ridge and the Tennessee Valley Authority for electric power is amended to adopt the new electric rate schedule as developed by the Tennessee Valley Authority, a summary of which is attached hereto, effective with October 2010 electric billings.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the appropriate legal instruments to accomplish the same.

This the 13th day of September 2010.

APPROVED AS TO FORM AND LEGALITY:

Kristi R. Kruschensh

City Attorney

Mayor

City Clerk

October 1, 2010

# RESALE RATE SCHEDULE SUBSTITUTION AGREEMENT
## Between
## OAK RIDGE, TENNESSEE (DISTRIBUTOR)
## And
## TENNESSEE VALLEY AUTHORITY (TVA)

Distributor and TVA agree to substitute the new resale rate schedules specified in (a) below, copies of which are attached, for the resale rate schedules specified in (b) below, which, as adjusted, is/are now in effect as a part of the Schedule of Rates and Charges attached to and made a part of the Power Contract, TV-54097A, dated May 1, 1980, as amended (Power Contract), between TVA and Distributor. This substitution is to be effective for all bills rendered from resale meter readings taken for revenue months of Distributor beginning with the October 2010 revenue month. It is expressly recognized that the adjustments set forth in the applicable Adjustment Addendum to said Schedule of Rates and Charges shall continue to apply to the charges provided for by the attached schedules specified in (a) below.

(a) New resale rate schedules:
Residential Rate--Schedule RS (October 2010)
General Power Rate--Schedule GSA (October 2010)

(b) Existing resale rate schedules:
Residential Rate--Schedule RS (April 2008)
General Power Rate--Schedule GSA (April 2008)

It is understood that, upon execution of this agreement by TVA and Distributor, all references in the Power Contract to the existing resale rate schedules specified in (b) above, or to any predecessor schedules, shall be deemed to refer to the appropriate new resale rate schedules specified in (a) above.

**OAK RIDGE, TENNESSEE**

By _____
Title:

Rate schedule substitution agreed to as of the date first above written.

**TENNESSEE VALLEY AUTHORITY**

By _____
Senior Vice President
Commercial Operations and Pricing

W081810
0169\C16177 RRS

## Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage.

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Service is subject to Rules and Regulations of Distributor.

# OAK RIDGE

## GENERAL POWER RATE--SCHEDULE GSA

(October 2010)

### Availability

This rate shall apply to the firm power requirements (where a customer's contract demand is 5,000 kW or less) for electric service to commercial, industrial, and governmental customers, and to institutional customers including, without limitation, churches, clubs, fraternities, orphanages, nursing homes, rooming or boarding houses, and like customers. This rate shall also apply to customers to whom service is not available under any other resale rate schedule.

### Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a service voltage available in the vicinity or agreed to by Distributor.

### Base Charges

1. If (a) the higher of (i) the customer's currently effective contract demand, if any, or (ii) its highest billing demand during the latest 12-month period is not more than 50 kW and (b) customer's monthly energy takings for any month during such period do not exceed 15,000 kWh:

   Customer Charge: $17.93 per delivery point per month

   Energy Charge: 7.709¢ per kWh per month

2. If (a) the higher of (i) the customer's currently effective contract demand or (ii) its highest billing demand during the latest 12-month period is greater than 50 kW but not more than 1,000 kW or (b) the customer's billing demand is less than 50 kW and its energy takings for any month during such period exceed 15,000 kWh:

   Customer Charge: $80.00 per delivery point per month

   Demand Charge: First 50 kW of billing demand per month, no demand charge

   Excess over 50 kW of billing demand per month, at $11.13 per kW

   Energy Charge: First 15,000 kWh per month at 7.871¢ per kWh

   Additional kWh per month at 4.170¢ per kWh

3. If the higher of (a) the customer's currently effective contract demand or (b) its highest billing demand during the latest 12-month period is greater than 1,000 kW:

   Customer Charge: $200.00 per delivery point per month

| | |
|---|---|
| Demand Charge: | First 1,000 kW of billing demand per month, at $10.38 per kW |
| | Excess over 1,000 kW of billing demand per month, at $12.42 per kW, plus an additional |
| | $12.42 per kW per month for each kW, if any, of the amount by which the customer's billing demand exceeds the higher of 2,500 kW or its contract demand |
| Energy Charge: | 4.308¢ per kWh per month |

## Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. (In addition, such charges shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 2 or Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.)

## Determination of Demand

Distributor shall meter the demands in kW of all customers having loads in excess of 50 kW. The metered demand for any month shall be the highest average during any 30-consecutive-minute period of the month of the load metered in kW. The measured demand for any month shall be the higher of the highest average during any 30-consecutive-minute period of the month of (a) the load metered in kW or (b) 85 percent of the load in kVA plus an additional 10 percent for that part of the load over 5,000 kVA, and such measured demand shall be used as the billing demand, except that the billing demand for any month shall in no case be less than 30 percent of the higher of the currently effective contract demand or the highest billing demand established during the preceding 12 months.

## Minimum Bill

The monthly bill under this rate schedule shall not be less than the sum of (a) the base customer charge, (b) the base demand charge, as adjusted, applied to the customer's billing demand, and (c) the base energy charge, as adjusted, applied to the customer's energy takings; provided, however, that, under 2 of the Base Charges, the monthly bill shall in no event be less than the sum of (a) the base customer charge and (b) 20 percent of the portion of the base demand charge, as adjusted, applicable to the second block (excess over 50 kW) of billing demand, multiplied by the higher of the customer's currently effective contract demand or its highest billing demand established during the preceding 12 months.

Distributor may require minimum bills higher than those stated above.

## Seasonal Service

Customers who contract for service on a seasonal basis shall be limited to 2,500 kW and shall pay the above charges, as adjusted, plus an additional seasonal use charge equal to (1) 1.33¢ per kWh per month under 1 of the Base Charges, (2) the sum of 1.33¢ per kWh for the first 15,000 kWh per month and $4.00 per kW per month of billing demand in excess of 50 kW under 2 of the Base Charges, and (3) $4.00 per kW per month of billing demand under 3 of the Base Charges. Consistent with Distributor's standard policy, the customer may arrange for seasonal testing of equipment during offpeak hours.

For such customers, the minimum bill provided for above shall not apply. Distributor may require additional charges to provide recovery of costs for customer-specific distribution facilities.

# OAK RIDGE

## RESIDENTIAL RATE--SCHEDULE RS

(October 2010)

### Availability

This rate shall apply only to electric service to a single-family dwelling (including its appurtenances if served through the same meter), where the major use of electricity is for domestic purposes such as lighting, household appliances, and the personal comfort and convenience of those residing therein.

### Character of Service

Alternating current, single-phase, 60 hertz. Power shall be delivered at a service voltage available in the vicinity or agreed to by Distributor. Multiphase service shall be supplied in accordance with Distributor's standard policy.

### Base Charges

Customer Charge: $11.41 per month, less

Hydro Allocation Credit: $1.71 per month

Energy Charge: 6.787¢ per kWh per month

### Adjustment

The base energy charge shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. (In addition, the base energy charge and the hydro allocation credit shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 2 or Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.)

### Minimum Monthly Bill

The base customer charge, as reduced by the hydro allocation credit, constitutes the minimum monthly bill for all customers served under this rate schedule except those customers for which a higher minimum monthly bill is required under Distributor's standard policy because of special circumstances affecting Distributor's cost of rendering service.

### Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

## Contract Requirement

Distributor may require contracts for service provided under this rate schedule. Customers whose demand requirements exceed 50 kW shall be required to execute contracts and such contracts shall be for an initial term of at least 1 year. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

## Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

## Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

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Service is subject to Rules and Regulations of Distributor.

**TENNESSEE VALLEY AUTHORITY**

ADJUSTMENT ADDENDUM
TO
SCHEDULE OF RATES AND CHARGES
FOR
**OAK RIDGE, TENNESSEE**

Effective October 1, 2009

The following table lists the adjustments applicable to the designated rate schedules. All adjustments shall be applicable to bills rendered from meter readings taken for TVA and Distributor's monthly billing cycles scheduled to begin on or after the effective date of this Adjustment Addendum. As provided for by the previous Adjustment Addendum dated October 1, 2003 (Environmental Adjustment), the amounts listed under each column (1) are designated, subject to any future Rate Adjustment or Rate Change, to remain in effect for ten (10) years from the effective date of said Environmental Adjustment.

| | Wholesale Power Rate--Schedule WS | | | Resale Schedules | | |
|---|---|---|---|---|---|---|
| | (1) | (2) | (3) | (1) | (2) | (3) |
| **STANDARD SERVICE** | | | | | | |
| **Residential Service** | | | | | | |
| Schedule RS | | | | | | |
| Energy Charge | Add | 0.283¢ + | 1.818¢ + $A_q$ | Add | 0.305¢ * + | 1.946¢ * + ( 1.07063 x $A_q$ ) * |
| **General Power Service** | | | | | | |
| Schedule GSA | | | | | | |
| Part 1 | | | | | | |
| Energy Charge | Add | 0.333¢ + | 2.088¢ + $A_q$ | Add | 0.353¢ * + | 2.200¢ * + ( 1.05445 x $A_q$ ) * |
| Part 2 | | | | | | |
| Demand Charge | | | | | | |
| First 50 kW | Add | $0.00 + | $0.00 | Add | $0.00 + | $0.00 |
| Excess over 50 kW | Add | $0.46 + | $2.89 | Add | $0.47 + | $2.98 |
| Energy Charge | | | | | | |
| First 15,000 kWh | Add | 0.333¢ + | 2.088¢ + $A_q$ | Add | 0.353¢ + | 2.200¢ + ( 1.05445 x $A_q$ ) |
| Additional kWh | Add | 0.191¢ + | 1.193¢ + $A_q$ | Add | 0.198¢ + | 1.238¢ + ( 1.03599 x $A_q$ ) |
| Part 3 | | | | | | |
| Demand Charge | | | | | | |
| First 1,000 kW | Add | $0.48 + | $3.05 | Add | $0.50 + | $3.15 |
| Excess over 1,000 kW | Add | $0.58 + | $3.61 | Add | $0.59 ** + | $3.74 ** |
| Energy Charge | Add | 0.191¢ + | 1.193¢ + $A_q$ | Add | 0.198¢ * + | 1.238¢ * + ( 1.03599 x $A_q$ ) * |
| Schedule GSB | | | | | | |
| Demand Charge | Add | $0.59 + | $3.70 | Add | $0.61 + | $3.82 |
| Energy Charge | | | | | | |
| First 620 hours use of demand | Add | 0.170¢ + | 1.065¢ + $A_q$ | Add | 0.175¢ + | 1.097¢ + ( 1.03000 x $A_q$ ) |
| Additional kWh | Add | 0.139¢ + | 0.869¢ + $A_q$ | Add | 0.143¢ + | 0.895¢ + ( 1.03000 x $A_q$ ) |
| Schedule GSC | | | | | | |
| Demand Charge | Add | $0.59 + | $3.70 | Add | $0.61 + | $3.82 |
| Energy Charge | | | | | | |
| First 620 hours use of demand | Add | 0.170¢ + | 1.065¢ + $A_q$ | Add | 0.175¢ + | 1.097¢ + ( 1.03000 x $A_q$ ) |
| Additional kWh | Add | 0.139¢ + | 0.869¢ + $A_q$ | Add | 0.143¢ + | 0.895¢ + ( 1.03000 x $A_q$ ) |
| Schedule GSD | | | | | | |
| Demand Charge | Add | $0.73 + | $4.60 | Add | $0.75 + | $4.74 |
| Energy Charge | Add | 0.136¢ + | 0.855¢ + $A_q$ | Add | 0.140¢ + | 0.881¢ + ( 1.03000 x $A_q$ ) |

* Applicable also to additional components of the resale energy charge.
**Applicable also to additional components of the resale demand charge.

| | Wholesale Power Rate--Schedule WS (1) | (2) | (3) | Resale Schedules (1) | (2) | (3) |
|---|---|---|---|---|---|---|
| **Manufacturing Service** | | | | | | |
| Schedule MSB | | | | | | |
| Part 1 | | | | | | |
| Demand Charge | Add $0.50 + | $3.16 | | Add $0.52 + | $3.26 | |
| Energy Charge | | | | | | |
| First 620 hours use of demand | Add 0.145¢ + | 0.907¢ + $A_q$ | | Add 0.149¢ + | 0.934¢ | + ( 1.03000 x $A_q$ ) |
| Additional kWh | Add 0.118¢ + | 0.740¢ + $A_q$ | | Add 0.121¢ + | 0.762¢ | + ( 1.03000 x $A_q$ ) |
| Part 2 | | | | | | |
| Demand Charge | Add $0.48 + | $2.98 | | Add $0.49 + | $3.08 | |
| Energy Charge | | | | | | |
| First 620 hours use of demand | Add 0.138¢ + | 0.861¢ + $A_q$ | | Add 0.142¢ + | 0.887¢ | + ( 1.03000 x $A_q$ ) |
| Additional kWh | Add 0.112¢ + | 0.704¢ + $A_q$ | | Add 0.115¢ + | 0.725¢ | + ( 1.03000 x $A_q$ ) |
| Schedule MSC | | | | | | |
| Demand Charge | Add $0.48 + | $2.98 | | Add $0.49 + | $3.08 | |
| Energy Charge | | | | | | |
| First 620 hours use of demand | Add 0.138¢ + | 0.861¢ + $A_q$ | | Add 0.142¢ + | 0.887¢ | + ( 1.03000 x $A_q$ ) |
| Additional kWh | Add 0.112¢ + | 0.704¢ + $A_q$ | | Add 0.115¢ + | 0.725¢ | + ( 1.03000 x $A_q$ ) |
| Schedule MSD | | | | | | |
| Demand Charge | Add $0.59 + | $3.70 | | Add $0.61 + | $3.81 | |
| Energy Charge | Add 0.110¢ + | 0.691¢ + $A_q$ | | Add 0.113¢ + | 0.712¢ | + ( 1.03000 x $A_q$ ) |
| **Outdoor Lighting Service** | | | | | | |
| Schedule LS Part A and B | | | | | | |
| Energy Charge | Add 0.191¢ + | 1.193¢ + $A_q$ | | Add 0.206¢ + | 1.276¢ | + ( 1.07063 x $A_q$ ) |
| **Drainage Pumping Station** | | | | | | |
| Schedule DPS | | | | | | |
| Energy Charge | Add 0.191¢ + | 1.193¢ + $A_q$ | | Add N/A + | N/A | + ( N/A x $A_q$ ) |
| **TIME-OF-DAY SERVICE** | | | | | | |
| **Residential Service** | | | | | | |
| Schedule TRS | | | | | | |
| Energy Charge | | | | | | |
| Onpeak | Add 0.481¢ + | 3.093¢ + $A_q$ | | Add N/A + | N/A | + ( N/A x $A_q$ ) |
| Offpeak | Add 0.156¢ + | 1.007¢ + $A_q$ | | Add N/A + | N/A | + ( N/A x $A_q$ ) |
| **General Power Service** | | | | | | |
| Schedule TGSA | | | | | | |
| Part 1 | | | | | | |
| Energy Charge | | | | | | |
| Onpeak | Add 0.592¢ + | 3.709¢ + $A_q$ | | Add N/A + | N/A | + ( N/A x $A_q$ ) |
| Offpeak | Add 0.156¢ + | 0.980¢ + $A_q$ | | Add N/A + | N/A | + ( N/A x $A_q$ ) |
| Part 2 | | | | | | |
| Demand Charge | | | | | | |
| Onpeak | Add $0.46 + | $2.88 | | Add N/A + | N/A | |
| Excess Offpeak | Add $0.06 + | $0.35 | | Add N/A + | N/A | |
| Energy Charge | | | | | | |
| Onpeak | Add 0.250¢ + | 1.564¢ + $A_q$ | | Add N/A + | N/A | + ( N/A x $A_q$ ) |
| Offpeak | Add 0.153¢ + | 0.956¢ + $A_q$ | | Add N/A + | N/A | + ( N/A x $A_q$ ) |
| Part 3 | | | | | | |
| Demand Charge | | | | | | |
| Onpeak | Add $0.54 + | $3.35 | | Add N/A + | N/A | |
| Excess Offpeak | Add $0.06 + | $0.35 | | Add N/A + | N/A | |
| Energy Charge | | | | | | |
| Onpeak | Add 0.250¢ + | 1.564¢ + $A_q$ | | Add N/A + | N/A | + ( N/A x $A_q$ ) |
| Offpeak | Add 0.153¢ + | 0.956¢ + $A_q$ | | Add N/A + | N/A | + ( N/A x $A_q$ ) |

N/A indicates not applicable

| | Wholesale Power Rate--Schedule WS (1) | (2) | (3) | Resale Schedules (1) | (2) | (3) |
|---|---|---|---|---|---|---|
| Schedule TGSB | | | | | | |
| Demand Charge | | | | | | |
| Onpeak | Add $0.59 + | $3.70 | | Add $0.61 + | $3.82 | |
| Excess Offpeak | Add $0.05 + | $0.33 | | Add $0.05 + | $0.35 | |
| Energy Charge | | | | | | |
| Onpeak | Add 0.229¢ + | 1.436¢ + $A_q$ | | Add 0.236¢ + | 1.480¢ | + ( 1.03000 x $A_q$ ) |
| Offpeak | Add 0.135¢ + | 0.847¢ + $A_q$ | | Add 0.139¢ + | 0.873¢ | + ( 1.03000 x $A_q$ ) |
| Schedule TGSC | | | | | | |
| Demand Charge | | | | | | |
| Onpeak | Add $0.59 + | $3.70 | | Add $0.61 + | $3.82 | |
| Excess Offpeak | Add $0.05 + | $0.33 | | Add $0.05 + | $0.35 | |
| Energy Charge | | | | | | |
| Onpeak | Add 0.229¢ + | 1.436¢ + $A_q$ | | Add 0.236¢ + | 1.480¢ | + ( 1.03000 x $A_q$ ) |
| Offpeak | Add 0.135¢ + | 0.847¢ + $A_q$ | | Add 0.139¢ + | 0.873¢ | + ( 1.03000 x $A_q$ ) |
| Schedule TGSD | | | | | | |
| Demand Charge | | | | | | |
| Onpeak | Add $0.74 + | $4.63 | | Add $0.76 + | $4.77 | |
| Excess Offpeak | Add $0.09 + | $0.56 | | Add $0.09 + | $0.58 | |
| Energy Charge | | | | | | |
| Onpeak | Add 0.143¢ + | 0.894¢ + $A_q$ | | Add 0.147¢ + | 0.921¢ | + ( 1.03000 x $A_q$ ) |
| Offpeak | Add 0.133¢ + | 0.833¢ + $A_q$ | | Add 0.137¢ + | 0.858¢ | + ( 1.03000 x $A_q$ ) |
| **Manufacturing Service** | | | | | | |
| Schedule TMSB | | | | | | |
| Part 1 | | | | | | |
| Demand Charge | | | | | | |
| Onpeak | Add $0.50 + | $3.16 | | Add $0.52 + | $3.26 | |
| Excess Offpeak | Add $0.04 + | $0.28 | | Add $0.04 + | $0.29 | |
| Energy Charge | | | | | | |
| Onpeak | Add 0.195¢ + | 1.221¢ + $A_q$ | | Add 0.201¢ + | 1.257¢ | + ( 1.03000 x $A_q$ ) |
| Offpeak | Add 0.115¢ + | 0.721¢ + $A_q$ | | Add 0.118¢ + | 0.743¢ | + ( 1.03000 x $A_q$ ) |
| Part 2 | | | | | | |
| Demand Charge | | | | | | |
| Onpeak | Add $0.48 + | $2.98 | | Add $0.49 + | $3.08 | |
| Excess Offpeak | Add $0.04 + | $0.24 | | Add $0.04 + | $0.26 | |
| Energy Charge | | | | | | |
| Onpeak | Add 0.185¢ + | 1.160¢ + $A_q$ | | Add 0.191¢ + | 1.195¢ | + ( 1.03000 x $A_q$ ) |
| Offpeak | Add 0.109¢ + | 0.685¢ + $A_q$ | | Add 0.112¢ + | 0.706¢ | + ( 1.03000 x $A_q$ ) |
| Schedule TMSC | | | | | | |
| Demand Charge | | | | | | |
| Onpeak | Add $0.48 + | $2.98 | | Add $0.49 + | $3.08 | |
| Excess Offpeak | Add $0.04 + | $0.26 | | Add $0.04 + | $0.28 | |
| Energy Charge | | | | | | |
| Onpeak | Add 0.185¢ + | 1.160¢ + $A_q$ | | Add 0.191¢ + | 1.195¢ | + ( 1.03000 x $A_q$ ) |
| Offpeak | Add 0.109¢ + | 0.685¢ + $A_q$ | | Add 0.112¢ + | 0.706¢ | + ( 1.03000 x $A_q$ ) |
| Schedule TMSD | | | | | | |
| Demand Charge | | | | | | |
| Onpeak | Add $0.62 + | $3.85 | | Add $0.64 + | $3.97 | |
| Excess Offpeak | Add $0.07 + | $0.44 | | Add $0.07 + | $0.46 | |
| Energy Charge | | | | | | |
| Onpeak | Add 0.119¢ + | 0.745¢ + $A_q$ | | Add 0.123¢ + | 0.767¢ | + ( 1.03000 x $A_q$ ) |
| Offpeak | Add 0.111¢ + | 0.696¢ + $A_q$ | | Add 0.114¢ + | 0.718¢ | + ( 1.03000 x $A_q$ ) |

The amounts applicable for Aq under column (3) in this Adjustment Addendum shall be determined each month by applying data from TVA's forecasts of TVA's actual operations, as well as actual data when it becomes available in accordance with the formula below. TVA will endeavor to publish the calculated amounts 20 days in advance of the month of application (but shall in no event publish these calculated amounts any later than 15 days in advance of the month of application), and such amounts will be applicable to bills rendered from meter readings taken for TVA and Distributor monthly billing cycles beginning on and after the first day of each month beginning as of the effective date of this Adjustment Addendum.

$$A_q = \frac{CF_m + DAR_m + L_m}{95\%}$$

**$A_q$** = The monthly FCA adjustment to be applied to the kilowatthour sales during the current monthly billing period and rounded to the nearest one-thousandth of a cent per kilowatthour.

**m** = a particular month

**$CF_m$** = The core FCA adjustment for a particular month. $CF_m = (FF_m / SF_m) - B_m$

FF = TVA's estimate of FA (as described below) for month m, based on the latest TVA Financial Forecast.

SF = TVA's estimate of SA (as described below) for month m, based on the latest TVA Financial Forecast.

B = The monthly cents per kWh Base Fuel Rates are as follows:

| | |
|---|---|
| October, November, December | 1.646 |
| January, February, March | 1.695 |
| April, May, June | 1.736 |
| July, August, September | 1.932 |

**$DAR_m$** = The adjustment that collects a portion of DA (as described below) in a month, rounded to the nearest one-thousandth of a cent. $DAR_m = R \times DA_m / FiSF_m$

R = The collection ratio of 50%.

FiSF = TVA's estimate of FiSA (as described below) for month m, based on the latest TVA Financial Forecast.

DA = The deferred account that provides the true-up adjustment necessary to reconcile prior estimates to actual data, which shall be computed with the formulas below.

$$DA_m = \overbrace{DA_{m-1}}^{\text{Accumulated DA}} + \overbrace{TU_{m-2}}^{\text{Core FCA true-up}} - \overbrace{DAR_{m-1} \times FiSF_{m-1}}^{\text{Estimate of DAR collections}} - \overbrace{DAR_{m-2} \times (FiSA_{m-2} - FiSF_{m-2}) + TUL + Rev}^{\text{Collections estimate or other true-up amounts}}$$

FiSA = Actual TVA firm-based rate energy sales (in kWh) for month m, as recorded in TVA's General Ledger with specific accounts 442, 445, 447, 447.1, and 448 (or such similar or successor accounts as may be prescribed by FERC in the future).

Rev = Any additional revisions needed because of any inaccuracies in previous months. Any remedy of a previous inaccuracy will be reported by the TVA Chief Financial Officer.

$TU_m$ = The core true-up amount. $TU_m = FiSA_m \times ((FA_m / SA_m) - (FF_m / SF_m))$

FA = Actual total fuel and purchased power expenses (in cents) under the framework and accounts provided below (or such similar or successor accounts as may be prescribed by FERC in the future).

(1) Fossil Fuel Expense - Account 501 - Direct cost of fuel burned in TVA coal plants, including transportation and fuel treatments. Costs to be excluded are lease payments for rail cars, maintenance on rail cars, sampling and fuel analysis, and fuel handling expenses in unloading fuel from shipping media and the handling of fuel up to the point where fuel enters the bunker or other boiler-house structure.

(2) Reagents Expense - Account 501.L - Cost of emission reagents such as limestone and ammonia that are directly related to the level of generation output.

(3) Allowances Expense - Account 509 - Cost of emission allowance expense such as SO2 and NOx that are directly related to the level of generation output.

(4) Nuclear Fuel Expense - Account 518 - Cost of nuclear fuel amortization expense dependent upon burn, including DOE spent fuel disposal charges.

(5) Gas Turbine Fuel Expense - Account 547 - Direct cost of gas and oil burned in TVA plants, including transportation. Costs to be excluded are costs of gas storage facilities and sampling and fuel analysis that do not vary with changes in generation volume.

(6) Purchased Power Expense - Account 555 - Energy cost of purchased power to serve native load demand or to displace higher cost generation. Costs to be excluded are fixed demand or capacity payments in tolling agreements and purchased power agreements that do not vary with volume and costs of purchased power linked to off-system sales transactions.

SA = Actual total TVA energy sales (in kWh) for month m, as recorded in TVA's General Ledger with specific accounts 442, 445, 447, 447.1, and 448 (or such similar or successor accounts as may be prescribed by FERC in the future), excluding any displacement sales reflected in account 447.1.

**Liquidation of Prior Deferred Balance:**

**L** = The amount each month (in cents per kWh) that represents a percentage (according to the schedule below) of the Deferred Account balance remaining from quarterly application of the FCA.

$$L_m = \frac{LP_m \times (DAL + 12{,}250{,}648{,}000 \text{ cents})}{FiSF_m}$$; provided that for October 2009, $L_{OCT}$ will be -1.124635 cents per kWh*

**LP**= Liquidation rate following the schedule:

| | |
|---|---|
| Nov-09 | 18.75% |
| Dec-09 | 18.75% |
| Jan-10 | 18.75% |
| Feb-10 | 12.50% |
| Mar-10 | 12.50% |
| Apr-10 | 6.25% |
| May-10 | 6.25% |
| Jun-10 | 6.25% |

**DAL** = Deferred Account Liquidation balance from the application of the quarterly FCA formula as approved in the October 1, 2008 Adjustment Addendum ("Quarterly FCA"). The DAL amount is based on the deferred balance remaining from the Quarterly FCA. The DA for the first quarter of FY 2010 ($DA_{Q110}$) will be determined as per the Quarterly FCA formula. The DA for the second quarter of FY 2010 ($DA_{Q210}$) will be determined as per the Quarterly FCA, with the Q110 estimate of DAR collections being zero. This $DA_{Q210}$ amount will be the final DAL amount.

**$L_m$ True Up**

**TUL** = A true-up of $L_m$ to reconcile forecast firm sales to actual firm sales. The true-up will be applied as the TUL term in the $DA_m$ calculation above. The liquidation true-up formula will be inapplicable after August 2010.

**$TUL_m$**= $(L_{m-2} \times FiSF_{m-2}) \times (1-(FiSA_{m-2}/FiSF_{m-2}))$; provided that for December 2009,

$TUL_{DEC}$ will be 12,250,648,000 cents x $(1-(FiSA_{Oct}/FiSF_{Oct}))$**

---

* The October L has been calculated using an estimate of the total Deferred Account Liquidation (DAL) balance because actual data to be used for the $L_m$ calculation will not be available until $L_{NOV}$ is calculated. Twenty percent (20%) of the expected DAL balance will be credited in October 2009, totaling 12,250,648,000 cents. For November and later months, the credit will be based on the actual DAL balance, less October's expected collections.

** To calculate $TUL_{DEC}$, the first term ($L_{m-2}$ x FiSF) is replaced with 12,250,648,000 cents to match the $L_{OCT}$ calculation.

**PUBLIC WORKS MEMORANDUM**
**10-20**

**DATE:** August 26, 2010

**TO:** Mark S. Watson, City Manager

**FROM:** Gary M. Cinder, Director of Public Works

**SUBJECT:** **REPLACEMENT OF 4 MILLION GALLON RESERVOIR COVER AT THE WATER TREATMENT PLANT**

The accompanying resolution authorizes a contract in the estimated amount of $262,700 to W & O Construction Company, Inc., Livingston, TN 38570 for the replacement of the 4 million gallon (MG) reservoir cover at the Water Treatment Plant.

The existing cover is a membrane "floating cover" which has exceeded its design life. It is approximately 20 years old and was in place when the City assumed ownership of the water plant 10 years ago. The cover must be replaced to provide the protection required by drinking water regulations. Maintenance issues continue to be repairing tears in the membrane and removing ponded rain water from the top of the cover.

In February 2009, Council approved a professional services contract with Lamar Dunn and Associates, Inc. (LD&A) to develop a feasibility report reviewing three options and combinations previously discussed with staff and to provide a recommendation based on findings of their investigation. The options were to:

- replace the floating cover with a similar material,
- design a custom truss system (external or internal) with a clear span,
- use a pre-engineered/manufactured bent system with a clear span.

In assessing the various options, it was determined that due to the age of the reservoir structure, no structural elements should be added to the existing reservoir. This resulted in the need for an external support structure for the clear span options. These options were further complicated by interference with two existing twenty-four inch water mains. Relocation of these mains would have been very costly making the most economical choice to be the replacement of the existing cover with a similar membrane cover.

Funds for this project are available in the Waterworks Fund budget. Staff recommends approval of the accompanying resolution.

Gary M. Cinder

ks

**City Manager's Comments:**

I have reviewed the above issue and recommend council action as outlined in this document.

Mark S. Watson — Date: 9/1/10

# CITY OF OAK RIDGE, TENNESSEE
## Abstract of Bids

COR # 10-03
OPENING DATE: August 19, 2010 2:00 P.M.

| FOR --- Y-12 Water Treatment Plant Improvements 4 MG Clearwell Cover | | | BIDDER: W & O Construction Company, Inc. 150 Construction Drive Livingston, TN 38570 | | BIDDER: Jack Southard Co., LLC 278 Joe Byrd Lane Clinton, TN 37716 | | BIDDER: Technical Construction & Consulting, LLC P. O. Box 58 Louisville, TN 37777 | | BIDDER: | |
|---|---|---|---|---|---|---|---|---|---|---|
| DESCRIPTION | ITEM | UNIT(S) | UNIT COST | TOTAL | UNIT COST | TOTAL | UNIT COST | TOTAL | UNIT COST | TOTAL |
| FURNISH ALL LABOR, MATERIALS, TOOLS, AND EQUIPMENT NECESSARY TO PERFORM ALL WORK AND SERVICES FOR Y-12 WATER TREATMENT PLANT IMPROVEMENTS 4MG CLEARWELL COVER PER THE SPECIFICATIONS PROVIDED BY THE CITY OF OAK RIDGE PUBLIC WORKS DEPARTMENT | | | | $ 262,700.00 | | $ 364,850.00 | | $ 390,898.00 | | $ - |
| TOTAL PRICE | | | | $ 262,700.00 | | $ 364,850.00 | | $ 390,898.00 | | $ - |
| TERMS | | | | Net 30 | | Net 30 | | Net 30 | | |
| DELIVERY | | | | per Contract | | per Contract | | per Contract | | |
| F.O.B. | | | | Oak Ridge | | Oak Ridge | | Oak Ridge | | |
| VIA | | | | Best Way | | Best Way | | Best Way | | |

OTHER BIDDERS CONTACTED:
RTD Enterprises

BIDS OPENED AND RECORDED BY---
Lyn Dowlen
Lyn Dowlen
Accounting Division Manager

BIDS REVIEWED BY---
Janice McGinnis
Janice McGinnis
Finance Director

REASON FOR AWARD

| | |
|---|---|
| ONLY BID RECEIVED | |
| LOW PRICE | |
| BETTER OR REQUIRED DESIGN | |
| EARLY DELIVERY | |
| LOWEST TOTAL COST | X |

RECOMMEND AWARD BE MADE TO:

W & O Construction Company, Inc.
150 Construction Drive
Livingston, TN 38570

NUMBER _____

**RESOLUTION**

WHEREAS, the City of Oak Ridge has issued invitations to bid for the furnishing of all labor, tools, materials, equipment and supplies necessary for replacement of the 4 million gallon reservoir cover at the Water Treatment Plant; and

WHEREAS, bids were received and publicly opened on August 19, 2010, with W & O Construction Company, Inc., Livingston, Tennessee, submitting the lowest and best bid, which bid the City Manager recommends be accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is approved and award is hereby made to W & O Construction Company, Inc., 150 Construction Drive, Livingston, Tennessee 38570, for the furnishing of all labor, tools, materials, equipment and supplies necessary for replacement of the 4 million gallon reservoir cover at the Water Treatment Plant; said award in strict accordance with COR 10-03, the required specifications, and the bid as publicly opened on August 19, 2010, and in the estimated amount of $262,700.00.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the appropriate legal instruments to accomplish the same.

This the 13th day of September 2010.

APPROVED AS TO FORM AND LEGALITY:

Kristi R. Kruschensk

City Attorney

_____

Mayor

_____

City Clerk

# ELECTIONS

# ENVIRONMENTAL

# QUALITY ADVISORY

# BOARD

CITY OF OAK RIDGE, TENNESSEE
BOARDS AND COMMISSIONS

# TIME IN OFFICE AND ATTENDANCE RECORD

NAME: Patricia M. Fain

BOARD OR COMMISSION: Environmental Quality Advisory Board

TIME IN OFFICE:

Term of Office 3 Years

Date Appointed 8/20/07

Number of Terms Served 1

ATTENDANCE RECORD (MOST RECENT TERM OF OFFICE):

Number of Meetings Held 27

Number of Absences 3

Date Prepared 7/31/10

Attachment: Resume

Form 1-5-10

RECEIVED

2010 AUG 31 AM 9:58

OFFICE OF THE CITY CLERK

To: The Honorable Mayor and Members of the City Council

From: Pat Fain

Re: Appointment to EQAB

I am hereby requesting that the City Council reappoint me to a second three year term as a member of EQAB.

It has been both an honor and a lot of work to serve on the city's Environmental Quality Advisory Board for the past three years. However, it is always a great pleasure to be a part of such a dynamic group of citizens when given the excellent task and goals that we received from City Council in July 2008. We successfully developed a set of greenhouse gas emissions/reduction standards and a targeted and comprehensive Climate Action Plan for the city. I am very pleased with these accomplishments and especially happy that I was able to be a part of this Board at this juncture in our history.

However, in our study we came to believe that there are many other issues of sustainability that also need to be addressed by the city. I am very hopeful that having asked us to begin this work, the Council will request that we continue our work in related areas. I look forward to further involvement with this dedicated group of Oak Ridgers.

Thank you for the opportunity to serve the community in this manner and I hope you will give me the opportunity to continue this service in the future.

Patricia M. Fain
926 W. Outer Drive
Oak Ridge, Tn 37930
865-712-5820
parfain@juno.com

RECEIVED
2007 AUG -6 AM 10: 04
OFFICE OF THE CITY CLERK

Oak Ridge City Council
Oak Ridge, Tennessee

Ladies and Gentlemen of the Council:

When I was thirteen years old I journeyed from Miami, Florida to Murphy, North Carolina to spend the summer with my aunt and uncle. I had never seen a hill, much less a mountain or a mountain stream. I had never felt the gentle coolness of early morning or evenings in the mountain air. I had never seen a firefly. I thought this would be the most wonderful place on earth to live.

As the years went on, I came to the mountains of east Tennessee for vacations and brought my children here for camping adventures many times. Then in 1995 I moved to Oak Ridge and found all of the pine trees dying; many of the Dogwood diseased and slowly dying; acid rain killing the wonderful hardwoods of the deep forest; air so polluted you could hardly see the mountains from a distance; a town with a bizarre mall just built; a federal government land grab seemingly controlled by a small group of individuals whose only interest was personal profit; a city with a land use plan that was being ignored; and discontent widespread and growing amongst the population.

Today, the pines are gone, the dogwood in my yard continue to die, the air is still polluted and the discontent of the people continues to grow unabated. It is time to revisit Einstein's definition of insanity: **doing the same thing over and over and expecting a different result.** How did we get from the idyllic wonder of the mountains of the 1950's to the disintegrating environment of the 21st century? How can we reverse this trend and recapture the beauty and the peace of the place most of us valued so greatly a half century ago.

I am asking for the opportunity to make a difference in the environment of Oak Ridge and to be appointed to the EQUAB board.

Thank you for your consideration.

Pat Fain

2007 AUG -6 PM 12: 28

OFFICE OF THE CITY CLERK

*Patricia M. Fain*
*865-712-5820*

*926 W. Outer Drive*
*Oak Ridge, TN 37830*

## *Work Experience:*

***Self-Employed***
***Harriman, Tennessee***
**Mediator, Rule 31 Listed** *2003-current*

Met all requirements of the Tennessee Supreme Court Rule 31 to be listed as a Family and Civil Mediator. In 2006 appointed to a three year term as special education mediator for Tennessee Department of Education.

***Self-Employed*** ***Harriman, Tennessee***
**Direct Support for Individual with Disability** *1997 to 2004*

Managed full care for developmentally disabled, quadriplegic step-son, including hiring and supervision of caretakers, medical care and legal representation. Acted as relief caretaker during hours and days when caretakers not available. Responsibilities include direct physical care of individual; assuring appropriate funding to meet needs; arranging and assuring all therapies and medical care; attending all planning meetings and representing individual in all legal matters pertaining to disability rights and funding.

***Retired*** ***Oak Ridge, Tennessee***
*1994 to 1997*

***The Arc of Georgia*** ***Atlanta, Georgia***
**Executive Director** *1987 to 1994*

Managed non-profit agency with a $700,000 budget and 19 employees. Responsibilities included program development; grant writing; and implementation of programs for direct services to over 5000 children with disabilities and their families. Provided legal consultation and representation and mediation for families; lobbying for supportive legislation; consultation on human and disability rights, state and federal laws, such as, the Americans With Disabilities Act and conducted seminars on these issues. Directed a regional (eleven-state) technical assistance project to support federally funded programs designed to educate families of individuals with disabilities on issues of rights (ADA) and entitlements (Individuals with Disabilities Education Act) under federal

law.

*Private Practice* — *Marietta, Georgia*

**Lawyer** — *1984 to 1987*

Primary concentration of practice in Education Law, representing families on issues pertaining to the education of their children with disabilities. (Including administrative proceedings, state and federal court proceedings, mediation and appeals court practice.) Representing disabled individuals in the criminal justice system (state and federal), including appeals in capital cases. Testified as expert witness in criminal trials on disability issues. Represented individuals with disability related claims: ADA, social security and Medicaid claims; Family Law: divorce, adoption, wills and custody cases.

Pro bono practice: representation of Cuban detainees at Atlanta Penitentiary; member of appeals team in capital case of individual with mental retardation; guardian ad litum for individual with mental retardation pursuant to parole requirements; partnered with Georgia Legal Services to represent indigent individuals with disabilities in certain civil and criminal actions

*Self-Employed* — *Marietta, Georgia*

**Lobbyist** — *1978 to 1994*

Represented various organizations and interests in influencing legislation and budgets at both the federal and state levels. Interacted with both administrative and legislative branches of government. Activities included drafting legislation, influencing voting and educating officials on issues.

*Self-employed* — *Marietta, Georgia*

**Educational Consultant** — *1980 to 1984*

Assisted families to identify needs of their disabled children; to analyze educational programs; to access appropriate educational programs and represented families in administrative hearings to secure appropriate education for their children.

## *Education:*

*Woodrow Wilson College of Law* — *Atlanta, Georgia*

**Juris Doctor**

- HONORS: American Jurisprudence awards in Constitutional Law and Equity

*Florida Atlantic University* — *Boca Raton, Florida*
**Master of Education in Human Behavior**

*University of Florida* — *Gainesville, Florida*
**Bachelor of Arts in Education**

## *Other Training:*

Ford Foundation-Dade County Brd of Ed – Partners in Policy Making Project
Miami, Florida 1974-77

| | |
|---|---|
| Rule 31 Family and Civil Mediation | Knoxville,TN2003-4 |
| ADA Mediation | Louisville, KY 2003 |
| Domestic Violence Mediation | Knoxville, TN 2006 |
| Nonviolent Communication in Mediation | Knoxville, TN 2007 |

CITY OF OAK RIDGE, TENNESSEE
BOARDS AND COMMISSIONS

# TIME IN OFFICE AND ATTENDANCE RECORD

NAME: Joan B. Nelson

BOARD OR COMMISSION: Environmental Quality Advisory Board

TIME IN OFFICE:

Term of Office 3 Years

Date Appointed 8/20/07

Number of Terms Served 1

ATTENDANCE RECORD (MOST RECENT TERM OF OFFICE):

Number of Meetings Held 27

Number of Absences 2

Date Prepared 7/31/10

Attachment: Resume

Form 1-5-10

**Application for a position on the Environmental Quality Advisory Board of Oak Ridge, Tennessee**

**August 1, 2007**


**JOAN B. NELSON**
106 Olney Lane•Oak Ridge, TN 37830
Home phone: 865-482-1591•ridgejoan@gmail.com


**EDUCATION:**

B.S. in Early Childhood Development from Virginia Polytechnic Institute and State University, 1971.

Certified in Childbirth Education with American Society for Prophylaxis in Obstetrics, 1979.

A.S. in Medical Laboratory Technology from Roane State Community College, 1994 (valedictorian).

**EMPLOYMENT:**

1972-1994: Childbirth Educator; Preschool Teacher.

1994-2005: Medical Lab Technician, Methodist Medical Center of Oak Ridge.

Januray 2006 until present: Lab Technician at Roane State Community College in Oak Ridge.

**REFERENCES:**

Bruce Fisher
Head of the Biology Department
Roane State Community College, Oak Ridge Campus
701 Briarcliff Avenue
Oak Ridge, TN 37803
481-2000

Tom Burns
(Associate in a community organization)
447 East Drive
Oak Ridge, TN, 37830
865-482-5735 (H)

Liz Goodlaxson
(Personal Friend)
106 Concord Road
Oak Ridge, TN 37830
865-482-0302 (H)

CITY OF OAK RIDGE, TENNESSEE
BOARDS AND COMMISSIONS

# TIME IN OFFICE AND ATTENDANCE RECORD

NAME: Fred Stephens

BOARD OR COMMISSION: Environmental Quality Advisory Board

TIME IN OFFICE: Term of Office 3 Years

Date Appointed 5/19/08

Number of Terms Served No full term

ATTENDANCE RECORD (MOST RECENT TERM OF OFFICE):

Number of Meetings Held 24

Number of Absences 0

Date Prepared 7/31/10

Attachment: Resume

Form 1-5-10

2010 AUG 30 PM 2:37

OFFICE OF THE CITY CLERK

**FRED L. STEPHENS**
109 Caldwell Drive, Oak Ridge, Tennessee 37830

Moved to Oak Ridge in 1992 due to wife's employment. Have lived in Oak Ridge since that time.

**Business Experience**

**1977 – 1982** Stephens Supply Company, Inc., Fuquay-Varina, NC
Management of building materials retail and wholesale business.

**1978 – 2010** Member of Board of Directors of Stephens Supply, Fuquay-Varina, NC.

**1995 – 2010** The Managing Partner of Stephens Realty Company, LLC
Active management of purchasing, sales, and development of mostly commercial real estate, rentals, and retail buildings. All properties are in North Carolina.

**Employment in Software Industry**

2003 – 2009 Independent Software Engineer Contracting

Oct 1999 to Oct 7, 2002 Anderson News Company, Knoxville, TN
Programmer Analyst

Nov 1997 to Oct 1999 Environmental Systems Corporation, Knoxville, TN
Programmer Analyst for Continuous Emissions Monitoring software

July 1996 to Oct 1997 Oak Ridge National Lab (independent contractor)
Software engineer for In-Vehicle Information Systems.

Oct. 1986 to Aug. 1992 Electronic Data Systems (EDS) Raleigh, NC. Advanced Software System Engineer
Project leader for the development of new Tax Collections software.
Leading analyst and programmer for the public Utilities Billing Systems.

**Social Work**

9/09 to 12/09 Knoxville Area Urban League, Internship
01/10 to 05/10 Volunteer Ministries Center, Internship
05/10 to 08/10 Volunteer Ministries Center, Volunteer
August 2010 Cherokee Health Systems, Internship in Clinical Therapy

**Education**

B.A, 1977
University of North Carolina, Chapel Hill, North Carolina.

Computer Science Post Batchelor Certificate, 1985
North Carolina State University, Raleigh, North Carolina.

1995- 1996, Computer Science Masters program, Incomplete
University of Tennessee, Knoxville

2009-2011, Masters of Science in Social Work
Clinical Social Work degree to be complete in May 2011
University of Tennessee, Knoxville

# ENVIRONMENTAL QUALITY ADVISORY BOARD

# (ORHS STUDENT)

RECEIVED

2010 SEP -1 AM 10: 11

OFFICE OF THE CITY CLERK

August 31, 2010

Mr. Tom Beehan

Oak Ridge County Clerk's Office

728 Emory Valley Road

Oak Ridge, TN 37830

Phone: 865.483.0541

Dear Mr. Tom Beehan:

Please find attached to this letter my resume which I submit in hopeful expectation to be able to serve as an environmental consultant representing the environmental concerns of the Oak Ridge High School student body. I would bring to this position my enthusiasm and creative problem solving skills to help our community achieve a higher level of environmental awareness. I have always had an interest in preserving our earth's natural resources and recycling therefore when this opportunity presented itself I was very eager to join.

Currently I am working on a personal recycling research project focusing on local fast food business recycling habits. I have come up with several recycling ideas that could benefit the Oak Ridge Community in the future. I consider myself to be a leader, and I have many circles of friends to which I relate. Therefore, I can obtain a well rounded inside view of the environmental concerns that present themselves to the high school students daily.

I hope that you will consider me for this position as I feel that I and the high school could both greatly benefit from this inspiring opportunity.

Thank you very much for your time on this matter,

Sincerely,

Lindsey Chávez

**Note** Ms. Chavez is a Junior at Oak Ridge High School.

# Lindsey Joy Chávez

RECEIVED

2010 AUG 31 PM 4:09

OFFICE OF THE CITY CLERK

108 Morgan Road
Oak Ridge
Tennessee, 37830
Phone: 865-483-8288

E-mail: oceankid2012@rocketmail.com

**ELEVENTH GRADE**

**Activities:**

Member, Heritage Fellowship Youth Group
Employee, Chick-fila
Certified lifeguard
Attended Southwestern Believers Convention
Participated Summer Outreach
Winner, 3rd place School Poetry contest
Placed 2nd in the State of TN National Spanish Exam

**TENTH GRADE**

**Activities:**

Member, ORHS Wildband & Concert Band
Employee, Chick-Fil-a

**NINTH GRADE**

**Activities:**

Member, ORHS Wildband /Color guard
C.R.E.S.O. field work employee
Member, ORHS Swim Team
O.R.C.A. Swimmer

**EIGHTH GRADE**

**Activities:**

Homeroom representative for Student Council
Representative for Superintendant' s Student Council
O.R.C.A. Swimmer
Robertsville Ski Club

**References**

John Gann, Team Leader, Chick-fila, Oak Ridge TN 865-617-3291
Jeremy Unthank Heritage Fellowship Youth Pastor, Oak Ridge TN 865-382-3963

**Bernard, Jacquelyn**

**From:** Ben Terpstra [bent360@hotmail.com]
**Sent:** Saturday, August 28, 2010 10:18 AM
**To:** Beehan, Tom; Jimmy Groton; Bernard, Jacquelyn
**Subject:** EQAB Application
**Attachments:** Resume Wizard.doc

RECEIVED
2010 AUG 30 PM 2:34
OFFICE OF THE CITY CLERK

Mayor Beehan,

I'm applying for the position of EQAB High School Representative. I am doing this because I am very interested in encouraging the use of alternative energy sources, particularly photo-voltaic, and would like to see solar panels in high visibility places in the Oak Ridge community, such as at Oak Ridge High School and the Civic Center.

My interest in this area began at the beginning of last summer when I participated in the High School Intern Program at the Howard Baker Center for Public Policy. In this program, we had two weeks to research an issue important to us and attempt to address it using policy measures. My partner and I researched alternative energy use in education. This made me realize that the biggest obstacle to the viability of alternative energies is lack of public support; if people believe that alternative energies like solar are not yet practical in today's world, it is a self-fulfilling prophecy. My partner and I decided that the solution to this problem is the incorporation of alternative energies into educational settings. I believe that if people see solar panels functioning and producing power on their high school or civic center or city hall, they will begin to buy into the concept. Changing public opinion is the first and most important step toward a cleaner, more independent future in energy.

My partner and I also realized that Oak Ridge, particularly the high school, where rising generations would see solar power in effective use, seems the perfect place to start. With our history in science, it only makes sense for Oak Ridge, as a city, not just a laboratory, to be a pioneer in alternative energies as well. I tried to make a solar ORHS happen all last year, but with limited success. There is only so much one high school kid can do on his own, and for this reason I want to be on EQAB. I feel certain that I can contribute to the board and hope that my becoming a High School Representative can help bring us closer to achieving my dream of a Solar Oak Ridge.

Attached is a short resume to help show you who I am as a high school student.

Thank you for your time,
-Ben Terpstra

**Note** Mr. Terpstra is a Senior at Oak Ridge High School.

127 Newport Dr.
Oak Ridge, TN
37830

Phone (865) 483-4835
E-mail bent360@hotmail.com

RECEIVED
2010 AUG 30 PM 2:34
OFFICE OF THE CITY CLERK

# Ben Terpstra

**Objective** Position as EQAB High School Representative

**Education**

2007-current Oak Ridge High School Oak Ridge, TN

**Interests and activities**

Martial Arts- Tae Kwon Do, Judo

Soccer

Hiking, being outdoors

**Work experience**

June 2009 Howard Baker Center for Public Policy Knoxville, TN
**Intern**

July 2010-current Oak Ridge City Pools Oak Ridge, TN
**Lifeguard**

**References**

Jimmy Groton grotonj@saic.com

Tim Myrick myrickte@comcast.net

Matt Reedy MReedy@cortn.org

**Extracurricular activities**

Science Olympiad

U.S. Invitational Young Physicist's Tournament

Student Council

National Honors Society

ORHS Band

# NOTICE OF ELECTIONS

**CITY CLERK MEMORANDUM**
10-63

DATE: September 2, 2010

TO: Honorable Mayor and Members of City Council

FROM: Jacquelyn J. Bernard, City Clerk

SUBJECT: ELECTIONS – October 11, 2010

The following elections are scheduled for the October 11, 2010 City Council meeting:

Convention and Visitors Bureau

There is one (1) vacancy on the Board of Directors of the Oak Ridge Convention and Visitors Bureau due to the resignation of Mr. Thomas H. Row whose term of office would have ended on June 30, 2012. There are no special qualifications for this seat and as of this date, there are no candidates.

Highland View Redevelopment Advisory Board

Two (2) seats remain vacant on the Highland View Redevelopment Advisory Board. Those are the seats designated for a social services representative and a realtor; however, if no individuals meeting these criteria apply, the Council may appoint persons who do not possess such qualifications. The incumbents, Elizabeth Herbes (social services) and JoAnn Owens (realtor and Highland View resident), have indicated that they do not choose to serve again and as of this date, there are no new candidates. The term of office is three years.

Oak Ridge Heritage Railroad Authority

The term of office of Mr. Gordon Fee, who serves as the Director-at-Large on the Oak Ridge Heritage Railroad, will end on October 9, 2010. Mr. Fee will be contacted to determine if he wishes to serve again and the vacancy has been posted in case there are others in the community who may wish to serve on this board. The term of office is three years.

Board of Plumbing Examiners

There is one (1) vacant seat on the Board of Plumbing Examiners due to the resignation of Mr. Gary M. Adkins. There are no special qualifications for this seat and as of this date, there are no candidates. This unexpired term of office will end on March 10, 2012.

Traffic Safety Advisory Board

On May 31, 2010, one (1) seat became vacant on the Traffic Safety Advisory Board. It is the seat designated for an Oak Ridge High School student. The incumbent, Sonja Solomon, has graduated and is thus not eligible to serve again and as of this date, there are no new candidates. The term of office is one year.

Deadline for Filing

The deadline for filing is 5:00 p.m. on Tuesday, September 28, 2010.

Jacquelyn J. Bernard
City Clerk

# Upcoming Meetings Major Issues

**CITY COUNCIL MEMORANDUM**
**10-25**

DATE: September 2, 2010

TO: Honorable Mayor and Members of City Council

FROM: Mark S. Watson, City Manager

SUBJECT: UPCOMING MEETINGS/MAJOR ISSUES

Monday, September 27, 2010, 6:30 p.m. – Work Session, Multipurpose Room, Central Services Complex

- IDB PILOT Reauthorization

Monday, October 4, 2010, 6:30 p.m. – Agenda Review Session, Multipurpose Room, Central Services Complex

Monday, October 11, 2010, 7:00 p.m. – Regular Meeting

- Second Reading:
  - Rezoning – Parcel 60.00, 132 Tyson Road
  - State Route 95 (Oak Ridge Turnpike) – Speed Limit Changes
  - Personnel Ordinance Amendment - Leave
- Climate Action Plan
- Engineering Contract with Lamar Dunn and Associates, Inc.
- Comments on Y-12 Contract

Mark S. Watson