

OAK RIDGE CITY COUNCIL MEETING
Municipal Building Courtroom

June 8, 2015—7:00 p.m.

AGENDA

- I. INVOCATION
Joseph Westfall, Itinerate Minister with Christian Church Disciples of Christ
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPEARANCE OF CITIZENS
- V. PROCLAMATIONS AND PUBLIC RECOGNITIONS
(NONE)
- VI. SPECIAL REPORTS
(NONE)
- VII. CONSENT AGENDA
 - a. Approval of the May 21, 2015 City Council Special Meeting Minutes.
 - b. Adoption of a resolution waiving competitive bids and making an award to Waste Management for the disposal of biosolids at the Chestnut Ridge Landfill for the Public Works Department for Fiscal Year 2016 in the estimated amount of \$125,000.00.
 - c. Adoption of a resolution waiving competitive bids and making awards to Rogers Group, Inc., J.G. Mullins Construction Company, APAC Tennessee, and other suitable companies as needed for emergency street resurfacing for the public works department for Fiscal Year 2016 in the estimated amount of \$175,000.00.
 - d. Adoption of a resolution waiving competitive bids and making awards to Poore's Tree Service, Blank's Tree Service, Wolf Tree Experts, Inc., and other suitable companies as needed for tree removal and trimming services for the Public Works Department for Fiscal Year 2016 in the estimated amount of \$30,000.00.
 - e. Adoption of a resolution a resolution waiving competitive bids and making an award to Spillman Technologies, Inc., Salt Lake City, Utah, for furnishing maintenance services for the public safety computer system software for Fiscal Year 2016 in the estimated amount of \$45,000.00.
 - f. Adoption of a resolution waiving competitive bids and making an award to Motorola Communications and Electronics, Inc., for furnishing of maintenance of the 800 MHz trunked communications system for Fiscal Year 2016 in the estimated amount of \$84,000.00.
- VIII. RESOLUTIONS
 - a. A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) TRACK LOADER, ONE (1) MINI EXCAVATOR, ONE (1) PORTABLE CCTV INSPECTION SYSTEM AND ONE (1) DUMP TRUCK FOR THE PUBLIC WORKS DEPARTMENT IN THE ESTIMATED

TOTAL AMOUNT OF \$270,293.44.

- b. A RESOLUTION WAIVING COMPETITIVE BIDS AND MAKING AWARDS TO STOWERS, BOBCAT, CONTRACTORS MACHINERY, UNITED RENTALS, NORTRAX, AND OTHER SUITABLE COMPANIES AS NEEDED FOR THE RENTAL OF HEAVY EQUIPMENT FOR THE PUBLIC WORKS DEPARTMENT FOR FISCAL YEAR 2016 IN THE ESTIMATED AMOUNT OF \$70,000.00.
- c. A RESOLUTION AWARDED A BID IN THE ESTIMATED AMOUNT OF \$169,221.00 TO SWIFT INDUSTRIES, INC. OF KNOXVILLE, TENNESSEE FOR BATTERY SYSTEM REPLACEMENT AT ELECTRIC SUBSTATIONS IN OAK RIDGE.
- d. A RESOLUTION AWARDED BIDS IN THE ESTIMATED AMOUNT OF \$155,848.00.00 TO WESCO DISTRIBUTION, INC., CHATTANOOGA, TENNESSEE, AND IN THE ESTIMATED AMOUNT OF \$24,084.00.00 TO ERMCO DISTRIBUTION TRANSFORMERS, DYERSBURG, TENNESSEE, FOR THE FURNISHING OF SINGLE-PHASE POLE MOUNTED TRANSFORMERS FOR USE BY THE ELECTRIC DEPARTMENT.
- e. A RESOLUTION AWARDED A BID IN THE ESTIMATED AMOUNT OF \$55,000.00 TO BAKER AND TAYLOR BOOKS, CHARLOTTE, NORTH CAROLINA FOR THE FURNISHING OF BOOKS FOR THE OAK RIDGE PUBLIC LIBRARY.

IX. PUBLIC HEARINGS AND FIRST READING OF ORDINANCES

Public Hearing and First Reading of an Ordinance

AN ORDINANCE TO CARRY-OVER A TEMPORARY TAX RATE FOR MUNICIPAL PURPOSES FOR THE FISCAL YEAR BEGINNING JULY 1, 2015, BY IMPOSING A TEMPORARY TAX RATE ON ALL PROPERTY WITHIN THE CITY, AND ADOPTING APPROPRIATIONS.

First Reading of an Ordinance

AN ORDINANCE TO AMEND TITLE 5, TITLED "MUNICIPAL FINANCE AND TAXATION," CHAPTER 1, TITLED "MISCELLANEOUS," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE," BY DELETING SECTION 5-102, TITLED "WHEN DUE, DELINQUENT," AND SUBSTITUTING THEREFOR A NEW SECTION 5-102, WITH THE SAME TITLE, TO ALLOW COUNCIL, AT THE REQUEST OF THE CITY MANAGER AND FINANCE DIRECTOR, TO MODIFY, BY RESOLUTION, THE DUE DATE AND DELINQUENT DATE OF CITY TAXES WHEN THE STATE OR COUNTY RE-APPRAISAL TIMETABLE FOR ANY FISCAL YEAR FALLS BEHIND THE CITY'S DUE DATE AND DELINQUENT DATE.

X. FINAL ADOPTION OF ORDINANCES

AN ORDINANCE TO REPEAL ORDINANCE NO. 05-11 WHICH ADOPTED THE RULES AND REGULATIONS GOVERNING DISTRIBUTION OF ELECTRIC POWER, AND TO ADOPT NEW RULES AND REGULATIONS GOVERNING DISTRIBUTION OF ELECTRIC POWER WITHIN THE CITY OF OAK RIDGE, TENNESSEE.

XI. ELECTIONS/APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING

- a. Elections/Appointments
- b. Announcements

- c. Scheduling
- XII. COUNCIL REQUESTS FOR NEW BUSINESS ITEMS OR FUTURE BRIEFINGS
- XIII. SUMMARY OF CURRENT EVENTS
 - a. CITY MANAGER'S REPORT
 - b. CITY ATTORNEY'S REPORT
- XIV. ADJOURNMENT

CONSENT AGENDA

**MINUTES OF THE
OAK RIDGE CITY COUNCIL
SPECIAL MEETING**

May 21, 2015

The special meeting of the City Council of the City of Oak Ridge convened at 6:00 p.m. on May 21, 2015 in the Courtroom of the Municipal Building with Mayor Warren L. Gooch presiding.

ROLL CALL

Upon roll call the following councilmembers were present: Councilmember Trina Baughn; Councilmember Kelly Callison; Councilmember Rick Chinn, Jr.; Mayor Warren L. Gooch; Councilmember L. Charles Hensley; Councilmember Charles J. Hope, Jr.; Mayor Pro Tem Ellen D. Smith

Also present were Mark S. Watson, City Manager; Kenneth R. Krushenski, City Attorney; and Bruce M. Applegate, Jr., Assistant to the City Manager.

CONSIDERATION

Resolution No. 05-49-2015

A RESOLUTION APPROVING A NEW PROFESSIONAL SERVICES AGREEMENT WITH THE MUNICIPAL TECHNICAL ADVISORY SERVICE (MTAS) THAT SHALL ACCOMMODATE THE SCOPE OF WORK AS OUTLINED IN RESOLUTION NO. 04-40-2015 AND INCLUDE THE ASSUMPTIONS OUTLINED IN AN MTAS E-MAIL DATED MAY 11, 2015 FOR A REVIEW OF THE OAK RIDGE POLICE DEPARTMENT WITH A PARTICULAR FOCUS ON TURNOVER, MORAL, AND ADMINISTRATIVE POLICIES FOR AN ESTIMATED COST OF \$26,200.00.

Mayor Gooch moved, seconded by Councilmember Hensley, to approve the resolution.

Mayor Gooch began by proposing two amendments to the presented resolution.

First, Mayor Gooch moved to amend the resolution by deleting paragraph number 2—"Designate the Director of Human Resources Department (Personnel Department) as the point of contact for MTAS so as to provide the schedules and contact information of officers to MTAS (as outlined in Resolution No. 04-40-2015)"—and substituting in lieu thereof "Designate the director of the Personnel Department as the point-of-contact for MTAS, and all interviews of current employees and former employees shall be scheduled by the Personnel Director of the Personnel Department based upon availability of the MTAS Consultants." The amendment was seconded by Mayor Pro Tem Smith

The Mayor indicated that the above referenced item was discussed at a City Council Work Session, and based on this recommendation from MTAS, would provide cost savings that could be utilized from performing this scope of work internally.

The amendment passed by board vote with Councilmembers Callison, Hensley, Hope, Mayor Pro Tem Smith, and Mayor Gooch voting "Aye," and Councilmembers Baughn and Chinn voting "Nay."

Second, Mayor Gooch moved to further amend the resolution by deleting paragraph number 5—"Establish a temporary email account that allows input from other interested citizens. E-mails will only be considered from those who provide their name and full address (including city). The e-mails shall be monitored, reviewed, and assembled by an affiliate of MTAS and submitted to Mr. Rex Barton for possible inclusion in the MTAS report (as outlined in Resolution No. 04-40-201 5),"—in its entirety and substituting in lieu thereof "20 interviews shall be conducted from a pool of current and former employees randomly selected by the consultants with the randomly selected pool being interviewed before the remaining employees and former employees." The motion was seconded by Mayor Pro Tem Smith.

City Council held discussions regarding the benefit and intent of performing a random sample as recommended by MTAS.

During discussions as to whether MTAS would be providing an initial report following the conclusion of the randomly selected interviews and the benefits of such report, Councilmember Callison moved to amend the amendment presented by Mayor Gooch by adding an additional parameter that MTAS would provide a “snapshot” (summary) report from the random sample performed and note any major concerns that should be brought to the attention of Council. The motion was seconded by Councilmember Hensley.

Following discussions amongst City Council, Mayor Gooch opened the floor to receive comments from the public:

Mr. Jack Mansfield, 103 Hendrix Drive, expressed concern over the random sample and his opinion that he does not believe it be a fair process.

Mrs. Anne Garcia Garland, 120 Outer Drive, expressed her disappointment of having to complete a random sample and MTAS not providing rationale for requesting to perform a random sample, as well as recommended utilizing a professional investigator as an alternative.

Mr. Len Hart, 201 West Southwood Lane, commented about his disappointment in the process of the review of the Oak Ridge Police Department and requested that City Council plan for the City’s prosperous future and dispose of the MTAS review.

Mr. Mike Mahathy, 113 Fallberry Street, expressed his disappointment that members of City Council responded to an anonymous e-mail making allegations against the Oak Ridge Police Department.

Mrs. Myra Mansfield, 103 Hendrix Drive, expressed her opposition to the process of the Oak Ridge Police Department review to date.

Mrs. Virginia Jones, 103 Burgess Lane, commented about the personal aspect of the review of the Oak Ridge Police Department and stated that the cost of the review is reasonable.

Mr. Joe Lee, 99 East Pasadena Road, commented that he would like to see this review complete and move to other, future business of the City of Oak Ridge.

Councilmember Callison’s amendment to the primary (Mayor Gooch’s) amendment failed by board vote with Councilmembers Baughn, Chinn, Hope, and Mayor Gooch voting “Nay,” and Councilmembers Callison, Hensley, and Mayor Pro Tem Smith voting “Aye.”

The amendment offered by Mayor Gooch to substitute language in paragraph 5 of the presented resolution passed by board vote with Councilmembers Callison, Hensley, Mayor Pro Tem Smith, and Mayor Gooch voting “Aye,” and Councilmembers Baughn, Chinn, and Hope voting “Nay.”

Ms. Anne Garcia Garland, 120 Outer Drive, commented about receiving public comments regarding the review process.

The City Attorney explained, based on inquiries by City Council, that the Council can authorize expenditure of more than \$25,000.00, while forgoing the competitive bidding process, in accordance with Ordinance No. 11-07. The City Attorney noted that the Professional Services Agreement will outline an amount not to exceed at \$22,700.00 as a result of the reduction of \$3,500.00 that will be applied for the Personnel Department Director performing administrative tasks.

Mrs. Myra Mansfield, 103 Hendrix Drive, inquired about the amount charged by MTAS and the rationale for performing a random sample.

Mr. Joe Lee, 99 East Pasadena Road, requested that if MTAS were able to determine the identity of

“Bobby Hill” that the information be presented in their report.

The resolution, as amended, was approved by board vote with Councilmembers Callison, Hensley, Mayor Pro Tem Smith, and Mayor Gooch voting “Aye,” and Councilmembers Baughn, Chinn, and Hope voting “Nay.”

A resolution requesting MTAS to complete their initial proposal dated March 3, 2015 with the Personnel Department scheduling interviews of personnel of the Oak Ridge Police Department, and City Council initiating the additional City Council parameters outlined in Resolution No. 04-40-2015 following receipt and review of the MTAS initial proposal.

The Mayor indicated that the above item would be withdrawn since the City Council had taken action regarding the first resolution.

Authorization to request that the City of Oak Ridge submit a Request for Qualifications (RFQ) for a review of the Oak Ridge Police Department with a particular focus on turnover, moral, and administrative policies.

The Mayor indicated that the above item would be withdrawn since the City Council had taken action regarding the first resolution.

ADJOURNMENT

The meeting adjourned at 7:15 p.m.

Diana R. Stanley, City Clerk
CITY OF OAK RIDGE, TENNESSEE

PUBLIC WORKS DEPARTMENT MEMORANDUM
15-13

DATE: May 26, 2015
TO: Mark S. Watson, City Manager
FROM: Gary M. Cinder, P.E., Public Works Director
SUBJECT: ANNUAL ORDER – RECYCLED BIOSOLIDS DISPOSAL

Introduction

An item for City Council's consideration is a recommendation for the authority to expend funds for the disposal of recycled biosolids to Waste Management, Chestnut Ridge Landfill, in the estimated amount of \$125,000.

Funding

Funding for this expense is budgeted and available in the waterworks fund.

Background

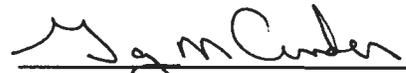
In late 2014, staff evaluated the economic viability of the biosolids land application program and found it lacking. Increased regulation and oversight by the Department of Energy consumed increasing amounts of staff time and reduced the available acreage for land application. Further, new regulations issued by the Tennessee Department of Environment and Conservation (TDEC) added even more restrictions on the program. Historically it was found that approximately one-third of the biosolids generated each year were being land applied due to site or weather conditions, yet all biosolids had to be treated and handled as if they were to be land applied, adding significantly to the cost of the program without benefit. It was determined that a net savings of approximately \$60,000 annually could be realized in ending the land application program, which was done effective January 1 of this year, with all biosolids now being disposed in the Chestnut Ridge Landfill.

Chestnut Ridge Landfill, owned and operated by Waste Management, is an approved solid waste landfill, the closest landfill to the Wastewater Treatment Plant and is in Anderson County. The estimated unit rate for FY2016 is \$32.00 per ton that is applied to the biosolids disposed at Chestnut Ridge. Below is a table of the biosolids disposal cost for the previous three (3) fiscal years.

	FY2013	FY2014	FY2015 (projected)
Annual Cost	\$58,580	\$73,097	\$107,000
Cost per Ton	\$30.23	\$30.23	\$30.83

Recommendation

Staff recommends approval of the attached resolution as submitted. As this recommendation is a waiver of soliciting competitive bids due to Waste Management, Chestnut Ridge Landfill being the best provider based on qualifications and location; Council is reminded that a unanimous vote is required for approval.



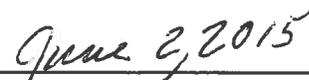
Gary M. Cinder, P.E.

City Manager's Comments:

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



Mark S. Watson



Date

RESOLUTION

A RESOLUTION WAIVING COMPETITIVE BIDS AND MAKING AN AWARD TO WASTE MANAGEMENT FOR THE DISPOSAL OF BIOSOLIDS AT THE CHESTNUT RIDGE LANDFILL FOR THE PUBLIC WORKS DEPARTMENT FOR FISCAL YEAR 2016 IN THE ESTIMATED AMOUNT OF \$125,000.00.

WHEREAS, the City of Oak Ridge has need for certain routine materials, equipment and services during Fiscal Year 2016 (July 1, 2015 through June 30, 2016) that do not lend themselves to the normal competitive bidding procedure; and

WHEREAS, while the City utilizes the DOE Reservation for disposal of biosolids, this use is confined by various permit conditions and weather events, therefore, it is important to plant operations to maintain a backup landfill location; and

WHEREAS, the Chestnut Ridge Landfill, owned and operated by Waste Management, is the closest approved solid waste landfill and has been used for such purposes in the past; and

WHEREAS, the City Manager recommends that competitive bids be waived and award be made to Waste Management for disposal of biosolids.

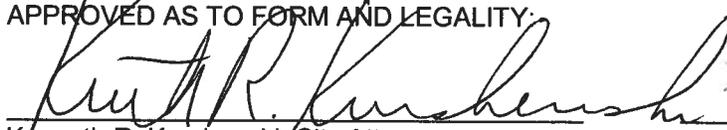
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager that competitive bids be waived is approved and award is hereby made to Waste Management for the disposal of the City's biosolids at the Chestnut Ridge Landfill for the Public Works Department for Fiscal Year 2016 (July 1, 2015 through June 30, 2016) based on a unit rate of \$32.00 per ton and in an estimated amount of \$125,000.00.

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

This the 8th day of June 2015.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Diana R. Stanley, City Clerk

**PUBLIC WORKS DEPARTMENT MEMORANDUM
15-16**

DATE: May 26, 2015
TO: Mark S. Watson, City Manager
FROM: Gary M. Cinder, P.E., Public Works Director
SUBJECT: ANNUAL ORDER – STREET RESURFACING EMERGENCY SERVICE

Introduction

An item for City Council's consideration is a recommendation for the authority to expend funds for the provision of street resurfacing emergency service for the Public Works Department in the estimated amount of \$175,000.

Funding

At times, such as a water break on the Turnpike or other major street, it is required for the street to be resurfaced quickly to allow for daily traffic flow. When these services are required, the appropriate fund will be charged with the expense such as waterworks, state street aid, or state highway maintenance.

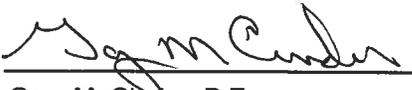
Background

A majority of the emergency street resurfacing services are required because the area is too large or difficult for the City crews and equipment to complete. When the need for these services arises, staff reviews the work with contractors such as Rogers Group, Inc., J.G. Mullins Construction Company, and APAC Tennessee on site and negotiates a price and time schedule for the work. Below is a table of the amounts for emergency street resurfacing services for the previous three (3) fiscal years.

FY2013	FY2014	FY2015 (projected)
\$117,492	\$143,500	\$141,268

Recommendation

Staff recommends approval of the attached resolution as submitted. As this recommendation is a waiver of soliciting competitive bids due to the urgency of completing the work; Council is reminded that a unanimous vote is required for approval.



Gary M. Cinder, P.E.

City Manager's Comments:

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



Mark S. Watson



Date

RESOLUTION

A RESOLUTION WAIVING COMPETITIVE BIDS AND MAKING AWARDS TO ROGERS GROUP, INC., J.G. MULLINS CONSTRUCTION COMPANY, APAC TENNESSEE, AND OTHER SUITABLE COMPANIES AS NEEDED FOR EMERGENCY STREET RESURFACING FOR THE PUBLIC WORKS DEPARTMENT FOR FISCAL YEAR 2016 IN THE ESTIMATED AMOUNT OF \$175,000.00.

WHEREAS, the City of Oak Ridge has need for certain routine materials, equipment and services during Fiscal Year 2016 (July 1, 2015 through June 30, 2016) that do not lend themselves to the normal competitive bidding procedure; and

WHEREAS, there are times—such as a water break on a major street—when emergency street resurfacing must take place in order to allow for daily traffic flow; and

WHEREAS, in the past, the City has utilized the services of Rogers Group, Inc., J.G. Mullins Construction Company, and APAC Tennessee for similar work; and

WHEREAS, the City Manager recommends that competitive bids be waived and awards be made to Rogers Group, Inc., J.G. Mullins Construction Company, APAC Tennessee, and other suitable companies for as needed emergency street resurfacing for the Public Works Department.

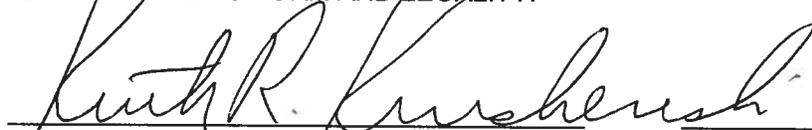
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager that competitive bids be waived is approved and awards are hereby made to Rogers Group, Inc., J.G. Mullins Construction Company, APAC Tennessee, and other suitable companies for as needed emergency street resurfacing for the Public Works Department for FY2016 (July 1, 2015 through June 30, 2016) in the estimated amount of \$175,000.00

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

This the 8th day of June 2015.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Diana R. Stanley, City Clerk

PUBLIC WORKS DEPARTMENT MEMORANDUM
15-14

DATE: May 26, 2015
TO: Mark S. Watson, City Manager
FROM: Gary M. Cinder, P.E., Public Works Director
SUBJECT: ANNUAL ORDER – TREE REMOVAL AND TRIMMING SERVICES

Introduction

An item for City Council's consideration is a recommendation for the authority to expend funds for the provision of tree removal and trimming services for the Public Works Department in the estimated amount of \$30,000.

Funding

Trees are periodically required to be removed or trimmed from sewer easements, water main easements, street right-of-way and City properties. When a tree is removed or trimmed, the appropriate fund will be charged with the expense, such as the waterworks, general maintenance or state street aid.

Background

It is the responsibility of the Public Works Department for tree removal and trimming services for trees located in the sewer easements, water main easements, street right-of-way and on City property. The removal and trimming of the trees are usually in response to a complaint or an observation by staff.

When it is determined that tree removal or trimming services are required, Public Works personnel solicit quotes from area contractors such as Poore's Tree Service, Clinton, TN, Blank's Tree Service, Harriman, TN and Wolf Tree Experts, Inc., Knoxville, TN. The contractors are required to provide liability insurance information to the Legal Department and must be willing to perform the work and wait until the City issues them payment. It is not common for small contractors to provide the necessary information to the Legal Department (with no guarantee of work) and be able to wait for payment.

Once the quotes are received for tree removal or trimming services, the award is made based on price and availability. Historically, the work for these services has been awarded to Poore's Tree Service based on price. It is not known year to year how many trees will need to be trimmed or removed. Below is a table with the amount paid for the previous three (3) fiscal years for these services.

FY2013	FY2014	FY2015 (projected)
\$29,650	\$30,505	\$27,000

Recommendation

Staff recommends approval of the attached resolution as submitted. As the recommendation is a waiver of soliciting sealed bids due to the uncertainty of how many trees will require removal or trimming; Council is reminded that a unanimous vote is required for approval.


Gary M. Cinder, P.E.

City Manager's Comments:	
I have reviewed the above issue and recommend Council action as outlined in this document.	
 Mark S. Watson	Date <u>June 2, 2015</u>

RESOLUTION

A RESOLUTION WAIVING COMPETITIVE BIDS AND MAKING AWARDS TO POORE'S TREE SERVICE, BLANK'S TREE SERVICE, WOLF TREE EXPERTS, INC., AND OTHER SUITABLE COMPANIES AS NEEDED FOR TREE REMOVAL AND TRIMMING SERVICES FOR THE PUBLIC WORKS DEPARTMENT FOR FISCAL YEAR 2016 IN THE ESTIMATED AMOUNT OF \$30,000.00.

WHEREAS, the City of Oak Ridge has need for certain routine materials, equipment and services during Fiscal Year 2015 (July 1, 2015 through June 30, 2016) that do not lend themselves to the normal competitive bidding procedure; and

WHEREAS, the Public Works Department is responsible for tree removal and trimming services for trees located in the sewer easements, water main easements, street rights-of-way, and on City property; and

WHEREAS, when a need for service arises, the Public Works Department solicits quotes from area contractors that are willing and able to provide the City with the required proof of liability insurance and are willing and able to follow the City's payment process, and then award is made based upon price and availability; and

WHEREAS, in the past, those companies have been Poore's Tree Service, Blank's Tree Service, and Wolf Tree Experts, Inc.; and

WHEREAS, the City Manager recommends that competitive bids be waived and awards be made to Poore's Tree Service, Blank's Tree Service, and Wolf Tree Experts, Inc., and other suitable companies for as needed tree removal and trimming services for the Public Works Department.

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

That the recommendation of the City Manager that competitive bids be waived is approved and awards are hereby made to Poore's Tree Service, Blank's Tree Service, Wolf Tree Experts, Inc., and other suitable companies for as needed tree removal and trimming services for the Public Works Department for FY2016 (July 1, 2015 through June 30, 2016) in the estimated amount of \$30,000.00

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

This the 8th day of June 2015.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Diana R. Stanley, City Clerk

POLICE DEPARTMENT MEMORANDUM

15-2

DATE: May 20, 2015
TO: Mark S. Watson, City Manager
FROM: James T. Akagi, Chief of Police
SUBJECT: ANNUAL MAINTENANCE SPILLMAN TECHNOLOGIES SOFTWARE SYSTEMS

Introduction

An item for City Council's consideration is a resolution for yearly annual maintenance agreement with Spillman Technologies in the amount of \$45,000. Spillman Technologies is a software systems corporation and the sole source provider of their product and services

Funding

As approved in previous City Council Resolution 2-13-2014, the City of Oak Ridge contracted with Spillman Technologies for implementation and annual maintenance of an enterprise-wide records management system (RMS); which includes, but is not limited to recurring training, software upgrades and enhancements for workstations and mobile servers, and 24/7 critical technical support for remote support connectivity and mobile records management.

Consideration

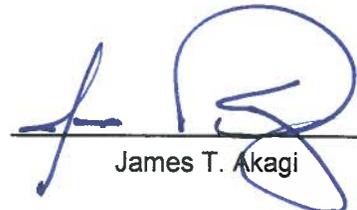
The City has held an agreement with Spillman Technologies since February 2014 to implement and maintain a RMS which includes records management, computer-aided dispatch, mobile reporting and other features. Annual maintenance provides support to ensure system operation and training to ensure users understand the latest features and applications. Based on the essential functions of the records management system, it is necessary that the maintenance contract does not lapse as costs would be significant if a failure were to occur with no contract in placed.

Based on the consideration provided, staff recommends that the competitive bid process be waived and an award made to Spillman Technologies based on the services provided and the critical nature of the records management system. During the 2016 fiscal year, the Police Department and Information Services will be working with Spillman Technologies to implement and utilize all aspects of the new RMS.

Recommendation

Staff recommends approval of the accompanying resolution. As the recommendation is that competitive bids be waived, council is reminded that a unanimous vote is required for approval.

Attachment(s)

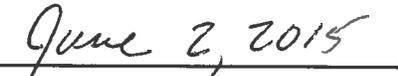

James T. Akagi

City Manager's Comments:

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



Mark S. Watson



Date

RESOLUTION

A RESOLUTION WAIVING COMPETITIVE BIDS AND MAKING AN AWARD TO SPILLMAN TECHNOLOGIES, INC., SALT LAKE CITY, UTAH, FOR FURNISHING MAINTENANCE SERVICES FOR THE PUBLIC SAFETY COMPUTER SYSTEM SOFTWARE FOR FISCAL YEAR 2016 IN THE ESTIMATED AMOUNT OF \$45,000.00.

WHEREAS, the City of Oak Ridge by Resolution 2-13-2014 contracted with Spillman Technologies, Inc. for implementation and annual maintenance of an enterprise-wide records management system (RMS) for the Oak Ridge Police Department; and

WHEREAS, Spillman Technologies, Inc. is the sole source provider of their product and services; and

WHEREAS, the City Manager recommends that competitive bids be waived and award be made to Spillman Technologies, Inc.

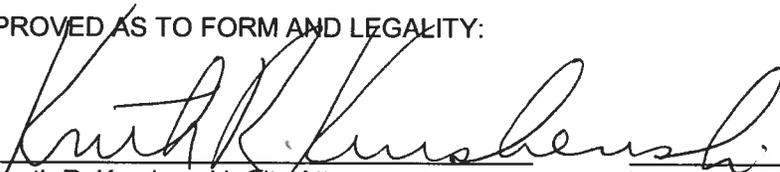
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is approved and award is hereby made to Spillman Technologies, Inc., 4625 Lake Park Blvd, Salt Lake City, Utah 84120, for the furnishing of annual maintenance services to the public safety computer system in the estimated amount of \$45,000.00.

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

This the 8th June 2015.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Diana R. Stanley, City Clerk

POLICE DEPARTMENT MEMORANDUM

15-1

DATE: May 20, 2015
TO: Mark S. Watson, City Manager
FROM: James T. Akagi, Chief of Police
SUBJECT: MOTOROLA SYSTEMS MAINTENANCE AGREEMENT

Introduction

An item for City Council's consideration is a resolution for a maintenance agreement with Motorola for the 800 MHz Trunked Communications System in the estimated amount of \$84,000.00.

Funding

This agreement is funded as part of the Emergency Communications District Fund.

Consideration

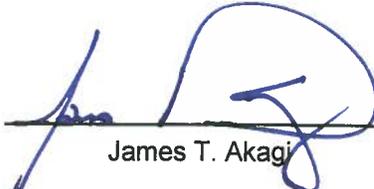
The City has held an agreement with Motorola for a number of years to provide maintenance to a communication system that is critical to providing 911 services to the citizens of Oak Ridge. Based on the critical nature of this communication system, it is imperative that the maintenance contract does not lapse as costs would be significant if a failure were to occur with no contract in place. Advantageously, customers who are on a maintenance plan receive service before non-contractual customers.

Also, City employees rely on this Communication Service to perform their daily tasks and it would create a crisis situation if the Emergency Communication Center was unable to communicate with Public Safety and other departments. Another advantage to this agreement with Motorola Systems is the familiarity and reliability of having a single, consistent vendor. City staff has been pleased with the agreement that has remained in place, as well as the services that have been provided by this company.

Based on the consideration provided, staff recommends that the competitive bid process be waived and an award made to this best provider based on the services provided and the critical nature of the communication systems.

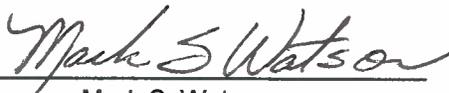
Recommendation

Staff recommends approval of the accompanying resolution. As the recommendation is that competitive bids be waived, council is reminded that a unanimous vote is required for approval.


James T. Akagi

City Manager's Comments:

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


Mark S. Watson


Date

RESOLUTION

A RESOLUTION WAIVING COMPETITIVE BIDS AND MAKING AN AWARD TO MOTOROLA COMMUNICATIONS AND ELECTRONICS, INC., FOR FURNISHING OF MAINTENANCE OF THE 800 MHZ TRUNKED COMMUNICATIONS SYSTEM FOR FISCAL YEAR 2016 IN THE ESTIMATED AMOUNT OF \$84,000.00.

WHEREAS, the City of Oak Ridge has a need for certain routine materials, equipment and services during Fiscal Year 2016 (July 1, 2015 through June 30, 2016) that do not lend themselves to the normal competitive bidding procedure; and

WHEREAS, Motorola is the current supplier of and provides maintenance for all infrastructure, including the tower site, and all individual radios and equipment for Police, Fire, and other City departments; and

WHEREAS, it is critical that maintenance of the 800 MHz Trunked Communications System remain with Motorola for compatibility purposes, local 24/7 service, and it is critical to not have a lapse in service due to higher costs if an incident were to occur outside of a maintenance contract; and

WHEREAS, the City Manager recommends that competitive bids be waived and award be made to Motorola Communications and Electronics, Inc., for maintenance of the 800 MHz Trunked Communication System.

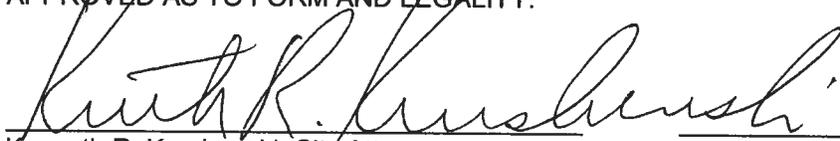
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager that competitive bids be waived is approved and award is hereby made to Motorola Communications and Electronics, Inc., for the furnishing of maintenance of the 800 MHz Trunked Communications System for Fiscal Year 2016 (July 1, 2015 through June 30, 2016), in the estimated amount of \$84,000.00.

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

This the 8th day of June 2015.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Diana R. Stanley, City Clerk

RESOLUTIONS

PUBIC WORKS DEPARTMENT MEMORANDUM
15-11

DATE: May 13, 2015
TO: Mark S. Watson, City Manager
FROM: Gary M. Cinder, P.E., Public Works Director
SUBJECT: PURCHASE OF EQUIPMENT

Introduction

An item for City Council's consideration is a resolution for the purchase of one (1) track loader, one (1) mini excavator, one (1) portable CCTV inspection system and one (1) dump truck for the Public Works Department in the estimated amount of \$270,293.44.

Funding

The recommended trucks will be purchased from the Waterworks Fund with adequate funds available in the FY2015 budget.

Background

Request #143026 – Recommendation to Stowers Machinery, Knoxville, TN - \$66,799

- Replace equipment #454 assigned to the General Maintenance Crew
 - 1999 Skid Steer Loader
 - 1,618 hours as of 5/12/2015
 - Equipment has several attachments to allow for crews to sweep pavement, dress lawns post excavation and milling asphalt
 - Equipment to be retained for use by all crews for work tasks stated above
- Recommended purchase is for a loader with the capacity to operate hydraulic attachments such as a mulching head and brush cutter. This equipment also includes off road tracks that can be used with the manhole adjustment attachment and for clearing water and sewer easements
 - Previously have rented this type of equipment (when required) for an average amount of \$3,400 per month / \$13,000 annually

Request #143039 – Recommendation to Bobcat of Knoxville, Knoxville, TN - \$54,019.44

- Addition to fleet
- Recommended equipment is a mini excavator for use by all crews for work tasks requiring excavation in confined areas such as homeowner's yards
- Recommended equipment is smaller than a standard backhoe
- Previously have rented this type of equipment (when required) for an average amount of \$4,400 per month / \$13,000 annually

Request #143040 – Recommendation to CUES, Orlando, FL - \$99,980

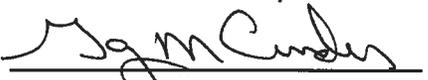
- Addition to fleet
- Recommended equipment is a portable CCTV system that will be mounted on an all-terrain vehicle to be used for sewer CCTV activities
- Equipment will allow crews to reach sewer lines that are impossible to reach with the CCTV truck

Request #143555 – Recommendation to Ford of Murfreesboro, Murfreesboro, TN - \$49,495

- Replace vehicle #305 assigned to the General Maintenance Crew
 - 2000 Ford 1-Ton Dump Truck
 - 173,364 miles as of 5/07/2015
 - Truck will be sold as surplus
- Recommended replacement is for the same type vehicle

Recommendation

Sealed bids were received with award of the bids based on the lowest bid received for the four (4) items of equipment recommended for purchase. The State of Tennessee contracts were reviewed for each item of equipment bid, but none of this equipment is included in the State of Tennessee contracts. Staff recommends approval of the resolution as submitted.



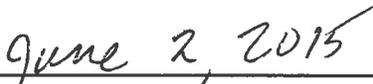
Gary M. Cinder, P.E.

City Manager's Comments:

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



Mark S. Watson



Date

CITY OF OAK RIDGE, TENNESSEE

Abstract of Bids

RFQ #143026

OPENING DATE: April 14, 2015 11:00 A.M.

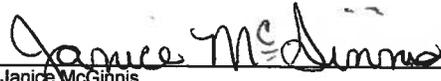
FOR --- Compact Track Loader			BIDDER: Stower's Machinery Corporation 10644 Lexington Drive Knoxville, TN 37932		BIDDER: Skyworks, LLC 2007 Middlebrook Pike Knoxville, TN 37921		BIDDER:		BIDDER:		
DESCRIPTION	ITEM	QUANTITY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	
THE FURNISHING OF A COMPACT TRACK LOADER PER THE SPECIFICATIONS PROVIDED BY THE CITY OF OAK RIDGE PUBLIC WORKS DEPARTMENT	1	1		\$ 66,799.00		\$ 74,205.61					
TOTAL PRICE				\$ 66,799.00		\$ 74,205.61		\$ -		\$ -	
TERMS				Net 30		Net 30					
DELIVERY				4 days		30 days ARO					
F.O.B.				Oak Ridge		Oak Ridge					
VIA				Stower's		Skyworks					
OTHER BIDDERS CONTACTED: Bobcat of Knoxville - Knoxville, TN - Non-Responsive Bid - Did not meet hydraulic specification; required joystick was not included and is wider in width which would require an additional trailer to be purchased Nortrax - Knoxville, TN Gradall - New Philadelphia, OH Tractor & Equipment Company - Calhoun, GA							BIDS OPENED AND RECORDED BY--- <i>Lyn Majeski</i> Lyn Majeski Accounting Division Manager				
REASON FOR AWARD:				RECOMMEND AWARD BE MADE TO:				BIDS REVIEWED BY---			
ONLY BID RECEIVED <input type="checkbox"/> LOW PRICE <input type="checkbox"/> BETTER OR REQUIRED DESIGN <input type="checkbox"/> EARLY DELIVERY <input type="checkbox"/> LOWEST TOTAL COST <input checked="" type="checkbox"/>				Stower's Machinery Corporation 10644 Lexington Drive Knoxville, TN 37932				<i>Janice McGinnis</i> Janice McGinnis Finance Director			

CITY OF OAK RIDGE, TENNESSEE

Abstract of Bids

RFQ #143039

OPENING DATE: April 14, 2015 11:00 A.M.

FOR ---			BIDDER:		BIDDER:		BIDDER:		BIDDER:		
Mini Excavator			Bobcat of Knoxville 4600 Bobcat Lane Knoxville, TN 37921		Stower's Machinery Corporation 10644 Lexington Drive Knoxville, TN 37932		Nortrax, Inc. 2825 John Deere Drive Knoxville, TN		Skyworks, LLC 2007 Middlebrook Pike Knoxville, TN 37921		
DESCRIPTION	ITEM	QUANTITY	UNIT COST	TOTAL	UNIT COST	TOTAL	37874	TOTAL	UNIT COST	TOTAL	
THE FURNISHING OF A MINI EXCAVATOR PER THE SPECIFICATIONS PROVIDED BY THE CITY OF OAK RIDGE PUBLIC WORKS DEPARTMENT	1	1		\$ 54,019.44		\$ 56,684.00		\$ 62,124.00		\$ 64,584.20	
TOTAL PRICE				\$ 54,019.44		\$ 56,684.00		\$ 62,124.00		\$ 64,584.20	
TERMS				Net 30		Net 30		Net 30		Net 30	
DELIVERY				60 days ARO		4 days		2-4 weeks ARO		60-90 days	
F.O.B.				Oak Ridge		Oak Ridge		Oak Ridge		Southaven, MS	
VIA				Bobcat		Stower's		C.C.		Skyworks	
OTHER BIDDERS CONTACTED: Contractor's Machinery - Knoxville, TN CMI Equipment Sales - Nashville, TN Gradall - New Philadelphia, OH Tractor & Equipment Company - Calhoun, GA							BIDS OPENED AND RECORDED BY--  Lyn Majeski Accounting Division Manager				
REASON FOR AWARD:				RECOMMEND AWARD BE MADE TO:							
ONLY BID RECEIVED <input type="checkbox"/>				Bobcat of Knoxville							
LOW PRICE <input type="checkbox"/>				4600 Bobcat Lane							
BETTER OR REQUIRED DESIGN <input type="checkbox"/>				Knoxville, TN 37921							
EARLY DELIVERY <input type="checkbox"/>											
LOWEST TOTAL COST <input checked="" type="checkbox"/>											
							BIDS REVIEWED BY--  Janice McGinnis Finance Director				

**CITY OF OAK RIDGE, TENNESSEE
Abstract of Bids**

RFQ #143040

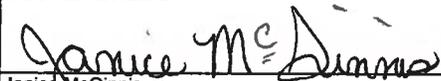
OPENING DATE: April 14, 2015 11:00 A.M.

FOR --- Portable Video Inspection System			BIDDER: Cues 3600 Rio Vista Avenue Orlando, FL 32805		BIDDER: Ingram Equipment 11 Monroe Drive Pelham, AL 35124		BIDDER:		BIDDER:		
DESCRIPTION	ITEM	QUANTITY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	
THE FURNISHING OF A PORTABLE VIDEO INSPECTION SYSTEM PER THE SPECIFICATIONS PROVIDED BY THE CITY OF OAK RIDGE PUBLIC WORKS DEPARTMENT	1	1		\$ 99,980.00		\$ 102,450.00					
TOTAL PRICE			\$	99,980.00	\$	102,450.00	\$	-	\$	-	
TERMS			Net 30		Net @ Receipt of Invoice						
DELIVERY			8-10 weeks ARO		8-10 weeks ARO						
F.O.B.			Oak Ridge		Oak Ridge						
VIA			Best Way		Best Way						
OTHER BIDDERS CONTACTED: Adam's Equipment - Austell, GA Southern Municipal Equipment Company - Lexington, SC							BIDS OPENED AND RECORDED BY--- <i>Lyn Majeski</i> Lyn Majeski Accounting Division Manager				
REASON FOR AWARD:			RECOMMEND AWARD BE MADE TO:				BIDS REVIEWED BY--- <i>Janice McGinnis</i> Janice McGinnis Finance Director				
ONLY BID RECEIVED <input type="checkbox"/> LOW PRICE <input type="checkbox"/> BETTER OR REQUIRED DESIGN <input type="checkbox"/> EARLY DELIVERY <input type="checkbox"/> LOWEST TOTAL COST <input checked="" type="checkbox"/>			Cues 3600 Rio Vista Avenue Orlando, FL 32805								

**CITY OF OAK RIDGE, TENNESSEE
Abstract of Bids**

RFQ #143555

OPENING DATE: May 12, 2015 11:30 A.M.

FOR -- 4 WD 1-Ton Dump Truck			BIDDER: Ford of Murfreesboro 1550 N.W. Broad Street Murfreesboro, TN 37129		BIDDER:		BIDDER:		BIDDER:	
DESCRIPTION	ITEM	QUANTITY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
THE FURNISHING OF A NEW 4 WHEEL DRIVE 1-TON DUMP TRUCK THAT IS THE MANUFACTURER'S LATEST DESIGN AND PRODUCTION, COMPLETE, SERVICED, READY FOR WORK, AND INCLUDES ALL STANDARD EQUIPMENT PER REQUEST FOR QUOTE PROVIDED BY THE CITY OF OAK RIDGE PUBLIC WORKS DEPARTMENT	1	1		\$ 49,495.00						
TOTAL PRICE				\$ 49,495.00		\$ -		\$ -		\$ -
TERMS				Net 30						
DELIVERY				30-Jul-15						
F.O.B.				Oak Ridge						
VIA				Driver						
OTHER BIDDERS CONTACTED:						BIDS OPENED AND RECORDED BY--				
Secret City Dodge - Oak Ridge, TN		Golden Circle Ford - Jackson, TN				 Lyn Majeski Accounting Division Manager				
Oak Ridge Nissan - Oak Ridge, TN		McNelly-Whaley - Sevierville, TN								
Sexton Automotive - Harriman, TN		Rainbow Ford, LLC - La Follette, TN				BIDS REVIEWED BY--  Janice McGinnis Finance Director				
TN Fleet Sales - Columbia, TN		Reeder Chevrolet - Knoxville, TN								
Beaty Chevrolet - Knoxville, TN		Beaman Auto - Nashville, TN								
Allen Vigil Ford - Fayetteville, GA										
REASON FOR AWARD:			RECOMMEND AWARD BE MADE TO:							
ONLY BID RECEIVED <input checked="" type="checkbox"/>			Ford of Murfreesboro 1550 N.W. Broad Street Murfreesboro, TN 37129							
LOW PRICE <input type="checkbox"/>										
BETTER OR REQUIRED DESIGN <input type="checkbox"/>										
EARLY DELIVERY <input type="checkbox"/>										
LOWEST TOTAL COST <input type="checkbox"/>										

RESOLUTION

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) TRACK LOADER, ONE (1) MINI EXCAVATOR, ONE (1) PORTABLE CCTV INSPECTION SYSTEM AND ONE (1) DUMP TRUCK FOR THE PUBLIC WORKS DEPARTMENT IN THE ESTIMATED TOTAL AMOUNT OF \$270,293.44.

WHEREAS, the City of Oak Ridge has issued invitations to bid for the furnishing of various pieces of equipment for the Public Works Department which bids were received and publicly opened; and

WHEREAS, based upon said competitive bids, the City Manager recommends awards be made to the following bidders who have submitted the lowest and best bids, abstracts of which are attached to this Resolution and made a part hereof, for the furnishing of such requested equipment.

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 awards are hereby made as follows:

To Stower's Machinery Corporation, 10644 Lexington Drive, Knoxville, TN 37932 for the furnishing of One(1) Compact Tract Loader in accordance with its bid as submitted and publicly opened on April 14, 2015, as shown on RFQ #143026 in the estimated amount of \$66,799.00.

To Bobcat of Knoxville, 4600 Bobcat Lane, Knoxville, TN 37921 for the furnishing of One (1) Mini Excavator in accordance with its bid as submitted and publicly opened on April 14, 2015, as shown on RFQ #143039 in the estimate amount of \$54,019.44.

To Cues, 3600 Rio Vista Avenue, Orlando, FL 32805 for the furnishing of One (1) Portable Video Inspection System in accordance with its bid as submitted and publicly opened on April 14, 2015, as shown on RFQ #143040 in the estimated amount of \$99,980.00.

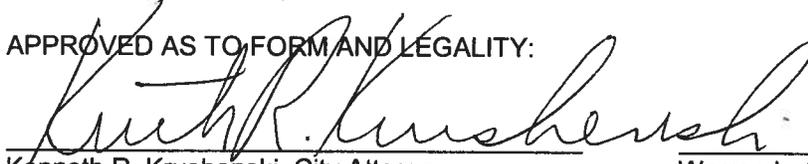
To Ford of Murfreesboro, 1550 N. W. Broad Street, Murfreesboro, TN 37129 for the furnishing of one (1) 4 WD 1-Ton Dump Truck in accordance with its bid as submitted and publicly opened on May 12, 2015, as shown on RFQ #143039 in the estimated amount of \$49,495.00.

Said bids in a total estimated amount of \$270,293.44.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute documents for and on behalf of the City of Oak Ridge in connection with supplying the above materials and services, where required by law.

This the 8th day of June 2015.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Diana R. Stanley, City Clerk

PUBLIC WORKS DEPARTMENT MEMORANDUM
15-15

DATE: May 26, 2015
TO: Mark S. Watson, City Manager
FROM: Gary M. Cinder, P.E., Public Works Director
SUBJECT: ANNUAL ORDER – RENTAL OF HEAVY EQUIPMENT

Introduction

An item for City Council's consideration is a recommendation for the authority to expend funds for the rental of heavy equipment by the Public Works Department in the estimated amount of \$70,000.

Funding

Heavy equipment is rented for a variety of projects throughout the fiscal year. When equipment is rented, the appropriate fund will be charged with the expense, such as the waterworks, general maintenance or state street aid.

Background

The City owns standard heavy equipment such as backhoes and front loaders. Some work tasks occasionally require different equipment such as a dozer, excavator or mini-excavator. In recent years, the City has chosen to rent this specialized equipment instead of purchasing the equipment. Included on this City Council agenda is the recommendation for the purchase of a mini-excavator and loader. Upon approval and purchase of these items of equipment, it is expected the annual cost for rented equipment will be decreased by an estimated \$25,000.

When special heavy equipment is required for a work task, rental prices are negotiated with vendors such as Stowers, Bobcat, Contractors Machinery, United Rentals and Nortrax; all located in Knoxville. The rental period for this equipment can range from a few hours to a few weeks, depending on the project(s). The vendors offer hourly, daily, weekly and monthly rental terms, with the award of the rental agreement based on type of equipment required, price and availability on a case by case basis. Below is a table of the amounts paid for rental of heavy equipment for the previous three (3) fiscal years.

FY2013	FY2014	FY2015 (projected)
\$60,896	\$71,983	\$65,000

Recommendation

Staff recommends approval of the attached resolution as submitted. As the recommendation is a waiver of soliciting sealed bids due to the unknown heavy equipment and duration required; Council is reminded that a unanimous vote is required for approval.



Gary M. Cinder, P.E.

City Manager's Comments:

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



Mark S. Watson

Date June 2, 2015

RESOLUTION

A RESOLUTION WAIVING COMPETITIVE BIDS AND MAKING AWARDS TO STOWERS, BOBCAT, CONTRACTORS MACHINERY, UNITED RENTALS, NORTRAX, AND OTHER SUITABLE COMPANIES AS NEEDED FOR THE RENTAL OF HEAVY EQUIPMENT FOR THE PUBLIC WORKS DEPARTMENT FOR FISCAL YEAR 2016 IN THE ESTIMATED AMOUNT OF \$70,000.00.

WHEREAS, the City has a need for the rental of heavy equipment for various projects which sometimes requires a quick response that may not allow time for competitive bidding and over the fiscal year could exceed the City's sealed bid limit; and

WHEREAS, in the past, the City has utilized Stowers, Bobcat, Contractors Machinery, United Rentals, and Nortrax for as needed heavy equipment rentals; and

WHEREAS, the City Manager recommends that competitive bids be waived and awards be made to Stowers, Bobcat, Contractors Machinery, United Rentals, Nortrax, and other suitable companies for as needed the rental of heavy equipment for the Public Works Department.

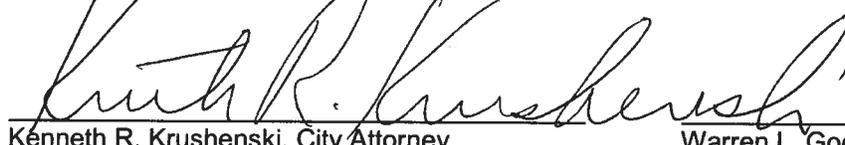
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager that competitive bids be waived is approved and awards are hereby made to Stowers, Bobcat, Contractors Machinery, United Rentals, Nortrax, and other suitable companies for as needed heavy equipment rental for the Public Works Department for FY2016 (July 1, 2015 through June 30, 2016) in the estimated amount of \$70,000.00

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

This the 8th day of June 2015.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Diana R. Stanley, City Clerk

ELECTRIC MEMORANDUM

15-14

DATE: May 22, 2015
TO: Mark S. Watson, City Manager
FROM: Jack L. Suggs, Electric Director
SUBJECT: REPLACEMENT OF SUBSTATION BATTERIES

Introduction

An item for City Council's consideration is a resolution making an award to Swift Industries, Inc. of Knoxville, Tennessee, in the amount of \$169,221.00 for battery system replacement at electric substations in Oak Ridge.

Funding

Funding is through the Electric Fund. Funding was anticipated as part of the current budget year as it is required for a SCADA system.

Review

Electric substations use battery systems to operate their protective devices, such as circuit breakers and relays for safety and reliability reasons. The batteries are very large capacity units, with voltages ranging from 48 to 120 volts DC. Like all batteries, these devices have a defined life and limited capacity.

In 2014 a routine check of battery systems indicated that several had reached the end of their life in several substations. This was indicated as individual cells were failing and the capacity of the banks was decreasing. In some cases, the performance violated safe operating limits and emergency replacement of a few components was made to allow time for a thorough evaluation of the systems.

Complicating the battery replacement is a planned increase in automation at the substations. The replacement batteries are needed to accommodate planned technology.

To aid in the battery specification, Mesa Associates, Inc., was retained and assigned the duty of evaluating battery replacement options, ensuring not only reliability, but also battery capacity for increased load that will be experienced as we make technological improvements to the stations, including SCADA systems.

Mesa Associates, Inc. recommended replacement of battery systems in all substations for both capacity and reliability reasons. As such, specifications were prepared and the project bid. The work to be performed will include establishing a temporary battery system, removing and disposing of the existing battery, battery rack and charger and installation of a new complete battery system.

As indicated on the abstract, in addition to required advertising, five bidders were contacted directly and asked to bid on the project. Despite all efforts, only one bid was received from Swift Industrial Power, Inc., in Knoxville, Tennessee.

In recommending award, Mesa Associates, Inc. in their attached letter indicates that "'no-bid' letters received stated the reason as due to schedule and work load." Since the other providers were contacted and since the engineer considers the bid reasonable, staff recommends acceptance of the bid.

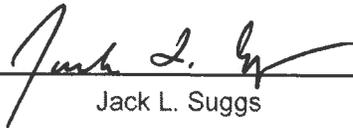
Council should note that the contract contains a contingency amount of \$20,000. This contingency is requested to ensure that the work can be continued despite issues that might arise during construction. Such issues might arise for example when the existing battery racks are removed and some unforeseen condition is found.

Recommendation

Staff recommends approval of the attached resolution.

Attachment

Letter of Recommendation for Battery Award

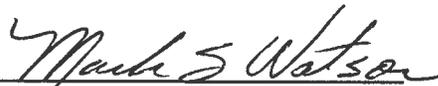


Jack L. Suggs

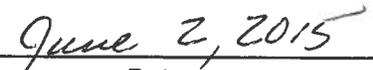
cc: Margaret Elgin, Electric Engineering Division Manager
Lyn Majeski, Accounting Division Manager

City Manager's Comments:

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



Mark S. Watson



Date



Engineers, Consultants,
and Land Surveyors

May 19, 2015

City of Oak Ridge
Electric Department
Attn: Margaret Elgin
100 Woodbury Lane
Oak Ridge, TN 37831

Subject: Recommendation for Battery Award

Ms. Elgin,

After reviewing the responses for the system wide battery upgrade proposals, it was noted only one bidder placed a qualifying bid. The "no bid" letters we received stated the reasons as due to schedule and work load. The bidder of Swift Industrial Power, Inc placed a qualifying bid, met all the specifications, and took no exceptions.

Furthermore, Swift excluded shipping in the original bid, however from subsequent communications have agreed to include shipping as it was stated in the proposal. Swift also provided some optional equipment pricing for additional test, acid absorbing pillows, and alternate C&D charger. It is of my opinion that these are not needed.

Thus, the recommendation is for CORED to contract with Swift Industrial Power Inc to replace all the substation batteries for a total price due to the contractor of \$149,221, with additional amendments when authorized of \$20,000 for grand total of \$169,221.

Respectfully,

A handwritten signature in black ink, appearing to read 'Keith Hurst', is written over a light blue horizontal line.

Keith Hurst, PE
Mesa Associates
khurst@mesainc.com

CITY OF OAK RIDGE, TENNESSEE

Abstract of Bids

FY2015-267

OPENING DATE: May 12, 2015 11:00 A.M.

FOR --- System Substation Batteries Project			BIDDER: Swift Industrial Power, Inc. 10917 McBride Lane Knoxville, TN 37932		BIDDER:		BIDDER:		BIDDER:		
DESCRIPTION	ITEM	SUBSTATION		TOTAL		TOTAL		TOTAL		TOTAL	
FURNISH ALL LABOR, MATERIALS, TOOLS, AND EQUIPMENT NECESSARY TO PERFORM ALL WORK AND SERVICES REQUIRED FOR BATTERIES, CHARGERS, AND ACCESSORIES LABOR AND MATERIALS SPECIFICATION FOR SYSTEM SUBSTATION BATTERIES PROJECT FOR THE CITY OF OAK RIDGE ELECTRIC DEPARTMENT	A	100		\$ 12,839.00							
	B	200		\$ 12,839.00							
	C	300		\$ 12,839.00							
	D	400		\$ 12,944.00							
	E	500		\$ 12,839.00							
	F	600		\$ 24,407.00							
	G	700		\$ 12,839.00							
	H	800		\$ 24,257.00							
	I	900		\$ 23,418.00							
	J	SUBTOTAL			\$ 149,221.00						
	K	AUTHORIZED AMENDMENTS			\$ 20,000.00						
TOTAL PRICE				\$ 169,221.00		\$ -		\$ -		\$ -	
TERMS				Net 30							
DELIVERY				per Contract							
F.O.B.				Oak Ridge							
VIA				Best Way							
OTHER BIDDERS CONTACTED: Liberty Power Service - Rutledge, TN Service Electric - Chattanooga, TN Southwest Electric - Nashville, TN Mesa Technical Associates - Cobleskill, NY							BIDS OPENED AND RECORDED BY-- <i>Lyn Majeski</i> Lyn Majeski Accounting Division Manager				
REASON FOR AWARD				RECOMMEND AWARD BE MADE TO:				BIDS REVIEWED BY-- <i>Janice McGinnis</i> Janice McGinnis Finance Director			
ONLY BID RECEIVED <input checked="" type="checkbox"/> X LOW PRICE <input type="checkbox"/> BETTER OR REQUIRED DESIGN <input type="checkbox"/> EARLY DELIVERY <input type="checkbox"/> LOWEST TOTAL COST <input type="checkbox"/>				Swift Industrial Power, Inc. 10917 McBride Lane Knoxville, TN 37932							

NUMBER _____

RESOLUTION

A RESOLUTION AWARDING A BID IN THE ESTIMATED AMOUNT OF \$169,221.00 TO SWIFT INDUSTRIES, INC. OF KNOXVILLE, TENNESSEE FOR BATTERY SYSTEM REPLACEMENT AT ELECTRIC SUBSTATIONS IN OAK RIDGE.

WHEREAS, the City of Oak Ridge has issued invitations to bid for the battery system replacement at electric substations in Oak Ridge; and

WHEREAS, bids were received and publicly opened on May 12, 2015 with Swift Industries, Inc. Knoxville, Tennessee submitting the lowest and best bid, which bid the City Manager recommends be accepted.

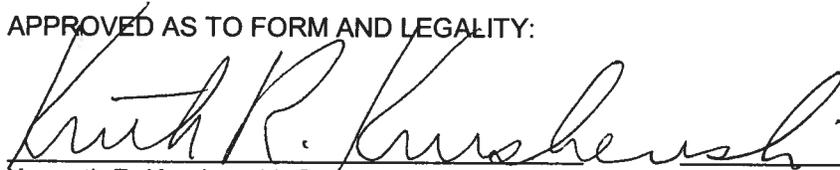
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCILMEN OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is approved and award is hereby made to Swift Industries, Inc., 10917 McBride Lane, Knoxville, Tennessee 37932 for battery system replacement at electric substations in Oak Ridge; said award in strict accordance with Contract FY2015-267, the required specifications and the bid as publicly opened May 12, 2015, and in the estimated amount of \$169,221.00.

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

This the 8th day of June 2015.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Diana R. Stanley, City Clerk

ELECTRIC DEPARTMENT MEMORANDUM

15-13

DATE: May 22, 2015
TO: Mark S. Watson, City Manager
FROM: Jack L. Suggs, Electric Director
SUBJECT: PURCHASE OF POLE MOUNTED TRANSFORMERS

Introduction

An item for City Council's consideration is a resolution making two awards, one to WESCO Distribution, Chattanooga, Tennessee in the estimated amount of \$155,848.00 and one to ERMCO Distribution Transformers, Dyersburg, Tennessee in the estimated amount of \$24,084.00, for the provision of pole mounted, single-phase transformers.

Funding

Funding for this purchase is through the Electric Fund.

Consideration

The electric system uses distribution transformers to provide power at voltages needed by its customers. Single-phase pole mounted transformers are used primarily to serve residential customers and small commercial loads. They can also be combined into banks of three to serve larger customers in overhead areas. The units being ordered will be placed in stock for new loads, and will also be used for system maintenance and emergency replacement purposes.

The rate of pole mount transformer usage has increased over the last two years, as a focus on system maintenance has resulted in the removal of older units on deteriorated poles to be replaced with newer, more efficient and reliable units. We believe the units purchased will meet our needs for the next 12 to 18 months.

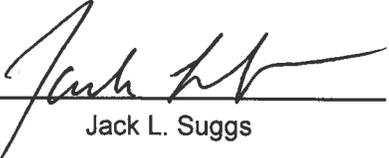
Transformer bids are not evaluated on the basis of low bid but rather based on the Total Life Cycle Cost. Total Life Cycle Cost includes not only the purchase price of the unit, but also the value of the energy used by the unit itself over its lifetime (termed losses). Typically, more efficient transformers cost more to manufacture than those that have poor energy efficiency. Using Total Life Cycle Cost as the award criteria balances the two factors to the economic benefit of the system. As a side benefit, more efficient transformers are generally quieter and may resist mechanical failure better. This technique for transformer award is a standard industry practice of which the bidders are advised before the bid.

In this particular case, the bid has been split among two bidders to obtain the best Total Life Cycle Cost for the City. One particular size of one transformer (75 kVA bid by WESCO) was also disqualified for not meeting the specification requirements.

Failure to approve this resolution will result in the Electric Department either making purchases at higher cost under emergency conditions or not meeting customer electric needs.

Recommendation

Staff recommends approval of the attached resolution.

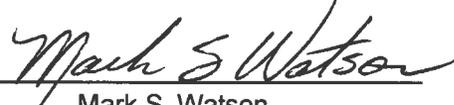


Jack L. Suggs

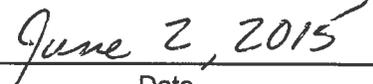
cc: Margaret Elgin, Electric Engineering Division Manager
Lyn Majeski, Accounting Division Manager

City Manager's Comments:

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



Mark S. Watson



Date

CITY OF OAK RIDGE, TENNESSEE

Abstract of Bids

OPENING DATE: May 12, 2015 2:30 P.M.

FOR: SINGLE PHASE POLE MOUNTED TRANSFORMERS			BIDDER: ERMCO Distribution Transformers 2225 Industrial Blvd Dyersburg, TN 38024		BIDDER: WESCO Distribution Inc. 1709 North Orchard Knob Avenue Chattanooga, TN 37406		BIDDER: Irby Utilities 1284 Heil Quaker Blvd. La Vergne, TN 37086		BIDDER:	
DESCRIPTION	ITEM #	QUANTITY	UNIT COST / LIFE CYCLE UNIT COST	TOTAL	UNIT COST / LIFE CYCLE UNIT COST	TOTAL	UNIT COST / LIFE CYCLE UNIT COST	TOTAL	UNIT COST / LIFE CYCLE UNIT COST	TOTAL
THE FURNISHING OF SINGLE PHASE POLE MOUNTED TRANSFORMERS FOR FY14 PER THE SPECIFICATIONS PROVIDED BY THE CITY OF OAK RIDGE ELECTRIC DEPARTMENT										
MANUFACTURER			ERMCO		COOPER		HOWARD			
1-POL-0005.0-13 5 kVA <i>Evaluated Life Cost (Memo Only)</i>	1	3	\$ 482.00 \$ 756.75	\$ 1,446.00 \$ 2,270.25	\$ 464.00 \$ 764.45	\$ 1,392.00 \$ 2,293.35	\$ 513.00 \$ 844.75	\$ 1,539.00 \$ 2,534.25		
1-POL-0010.0-13 10 kVA <i>Evaluated Life Cost (Memo Only)</i>	2	7	\$ 543.00 \$ 980.20	\$ 3,801.00 \$ 6,861.40	\$ 553.00 \$ 1,007.95	\$ 3,871.00 \$ 7,055.65	\$ 682.00 \$ 1,146.15	\$ 4,774.00 \$ 8,023.05		
1-POL-0015.0-13 15 kVA <i>Evaluated Life Cost (Memo Only)</i>	3	18	\$ 992.00 \$ 1,607.35	\$ 17,856.00 \$ 28,932.30	\$ 643.00 \$ 1,238.30	\$ 11,574.00 \$ 22,289.40	\$ 1,562.00 \$ 2,145.25	\$ 28,116.00 \$ 38,614.50		
1-POL-0025.0-13 25 kVA <i>Evaluated Life Cost (Memo Only)</i>	4	60	\$ 1,123.00 \$ 2,059.20	\$ 67,380.00 \$ 123,552.00	\$ 833.00 \$ 1,776.85	\$ 49,980.00 \$ 106,611.00	\$ 1,317.00 \$ 2,369.96	\$ 79,020.00 \$ 142,197.60		
1-POL-0025.0-16 25 kVA <i>Evaluated Life Cost (Memo Only)</i>	5	6	\$ 1,077.00 \$ 2,062.75	\$ 6,462.00 \$ 12,376.50	\$ 899.00 \$ 1,751.80	\$ 5,394.00 \$ 10,510.80	\$ 1,365.00 \$ 2,304.65	\$ 8,190.00 \$ 13,827.90		
1-POL-0037.5-13 37.5 kVA <i>Evaluated Life Cost (Memo Only)</i>	6	50	\$ 1,333.00 \$ 2,580.15	\$ 66,650.00 \$ 129,007.50	\$ 986.00 \$ 2,314.00	\$ 49,300.00 \$ 115,700.00	\$ 1,668.00 \$ 3,097.50	\$ 83,400.00 \$ 154,875.00		
1-POL-0037.5-16 37.5 kVA <i>Evaluated Life Cost (Memo Only)</i>	7	6	\$ 1,359.00 \$ 2,580.40	\$ 8,154.00 \$ 15,482.40	\$ 1,350.00 \$ 2,315.60	\$ 8,100.00 \$ 13,893.60	\$ 2,233.00 \$ 3,511.50	\$ 13,398.00 \$ 21,069.00		
1-POL-0050.0-13 50 kVA <i>Evaluated Life Cost (Memo Only)</i>	8	25	\$ 1,523.00 \$ 3,038.05	\$ 38,075.00 \$ 75,951.25	\$ 1,260.00 \$ 2,925.70	\$ 31,500.00 \$ 73,142.50	\$ 2,089.00 \$ 3,603.95	\$ 52,225.00 \$ 90,098.75		
1-POL-0075.0-13 75 kVA <i>Evaluated Life Cost (Memo Only)</i>	9	9	\$ 2,093.00 \$ 4,194.30	\$ 18,837.00 \$ 37,748.70	\$ 1,709.00 \$ 3,742.30	\$ 15,381.00 \$ 33,680.70	\$ 2,461.00 \$ 4,509.25	\$ 22,149.00 \$ 40,583.25		
TOTAL PRICE			\$ 24,084.00		\$ 155,848.00		\$ 292,811.00			
TOTAL LIFE CYCLE COST			\$ 46,880.35		\$ 342,147.30		\$ 511,823.30			
TERMS			NET 30 DAYS		NET 30 DAYS		NET 30 DAYS			
DELIVERY			8 WEEKS ARO		7-8 WEEKS ARO		8-10 WEEKS ARO			
F.O.B.			OAK RIDGE, TN		OAK RIDGE, TN		OAK RIDGE, TN			
VIA			BEST WAY		BEST WAY		BEST WAY			
OTHER BIDDERS CONTACTED: HD Supply Power Solutions - Knoxville, TN - Manufacturer: ABB Border States- Jackson, TN - Manufacturer: GE Prolec Maloney Electric, Inc. - Toronto, Ontario Canada - Manufacturer: Maloney Electric Power Supply Company - Chattanooga, TN - Manufacturer: Central Maloney Gray Bar - Knoxville, TN - Manufacturer: Square D							BIDS OPENED AND RECORDED BY-- <i>Lyn Majeski</i> Lyn Majeski Accounting Division Manager			
REASON FOR AWARD: ONLY BID RECEIVED <input type="checkbox"/> LOW PRICE <input type="checkbox"/> BETTER OR REQUIRED DESIGN <input type="checkbox"/> EARLY DELIVERY <input type="checkbox"/> LOWEST TOTAL COST <input checked="" type="checkbox"/> EVALUATED LIFE COST <input checked="" type="checkbox"/>			RECOMMEND AWARD, BASED ON LOWEST TOTAL COST AND LIFE CYCLE COST, BE MADE TO: ITEMS #s 1, 2, 9 ERMCO Distribution Transformers 2225 Industrial Blvd Dyersburg, TN 38024				ITEM #s 3 thru 8 WESCO Distribution Inc. 1709 North Orchard Knob Avenue Chattanooga, TN 37406			
							BIDS REVIEWED BY-- <i>Janice McGinnis</i> Janice McGinnis Finance Director			

RESOLUTION

A RESOLUTION AWARDING BIDS IN THE ESTIMATED AMOUNT OF \$155,848.00.00 TO WESCO DISTRIBUTION, INC., CHATTANOOGA, TENNESSEE, AND IN THE ESTIMATED AMOUNT OF \$24,084.00.00 TO ERMCO DISTRIBUTION TRANSFORMERS, DYERSBURG, TENNESSEE, FOR THE FURNISHING OF SINGLE-PHASE POLE MOUNTED TRANSFORMERS FOR USE BY THE ELECTRIC DEPARTMENT.

WHEREAS, the City of Oak Ridge operates an electric distribution utility, providing electricity to its citizens, such system requiring transformers for the delivery of electric power at usable voltages; and

WHEREAS, the City of Oak Ridge has issued invitations to bid for the purchase of single-phase pole mounted transformers for use in its electric distribution system; and

WHEREAS, bids were received and publicly opened on May 12, 2015, with WESCO Distribution, Inc., Chattanooga, Tennessee, and ERMCO Distribution Transformers, Dyersburg, Tennessee, submitting the best bids with the lowest total cost of ownership for various single-phase pole mounted transformers; which bids 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 awards are hereby made as follows:

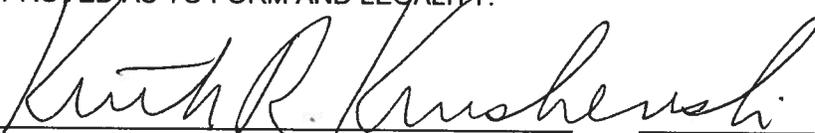
To WESCO Distribution, Inc., 1709 North Orchard Knob Avenue, Chattanooga, Tennessee 37406, for the furnishing of 15kVA, 25 kVA, 37.5kVA and 50kVA single-phase pole mounted transformers; said award in strict accordance with the bid as received and publicly opened on May 12, 2015, and the required specifications, and in the estimated amount of \$155,848.00.

To ERMCO Distribution Transformers, 2225 Industrial Blvd, Dyersburg, Tennessee 38024, for the furnishing of 5kVA, 10kVA, and 75 kVA single-phase pole mounted transformers; said award in strict accordance with the bid as received and publicly opened on May 12, 2015, and the required specifications, and in the estimated amount of \$24,084.00.

Said bids in a total estimated amount of \$179,932.00.

This the 8th day of June 2015.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Diana R. Stanley, City Clerk

LIBRARY MEMORANDUM

15-6

DATE: May 5, 2015
TO: Mark S. Watson, City Manager
FROM: Kathy E. McNeilly, Library Director
SUBJECT: LIBRARY BOOK JOBBER CONTRACT

Introduction

The accompanying resolution authorizes a contract between the City of Oak Ridge and the Baker and Taylor Books Company, Charlotte, North Carolina in the estimated amount of \$ 55,000 to furnish new library books for the library.

Funding

Funding for this contract comes from the Library budget.

Background

The contract allows the Library to select new books from reviewing sources, patron requests, etc which will be electronically ordered from the book jobber. The jobber will supply these materials to the library at discount rate specified in their bid. Bid specifications include many different classes of publications: fiction and juvenile, trade; general non-fiction; special non-fiction, trade; juvenile publisher library binding; pedagogical, technical, scientific and college textbooks; school and reference books; special editions; and paperbacks (trade discounted and mass market). The contract runs from July 1, 2015 through June 30, 2016, a one-year period, with the City of Oak Ridge having four one-year options to renew if Baker and Taylor's services are satisfactory.

Bids were advertised and received for this activity from five vendors with Baker and Taylor Books Company, Charlotte, North Carolina submitting the lowest bid (being the highest discount on all materials).

Recommendation

Staff recommends approval of the accompanying resolution.

Attachment(s)

Book Bid Abstract


Kathy E. McNeilly

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

June 2, 2015
Date

CITY OF OAK RIDGE, TENNESSEE

Abstract of Bids

CONTRACT NUMBER: FY2016-003
 OPENING DATE: April 21, 2015 2:00 P.M.

FOR ---		BIDDER:		BIDDER:		BIDDER:		BIDDER:	
New Reference and Library Books		Baker & Taylor, LLC 2550 W Tyvola Rd., Ste 300 Charlotte, NC 28217		Ingram Library Services, Inc. One Ingram Blvd. La Vergne, TN 37086		Emery-Pratt Company 1966 W M 21 Owosso, MI 48867		Sebco Books 2001 SW 31 Avenue Pembroke Park, FL 33009	
DESCRIPTION	ITEM	Base Bid		Base Bid		Base Bid		Base Bid	
THE FURNISHING OF NEW REFERENCE AND LIBRARY BOOKS FOR THE OAK RIDGE PUBLIC LIBRARY PER THE SPECIFICATIONS PROVIDED BY THE ORPL									
<u>Discount from the Publishers' List Prices</u>									
FICTION-ADULT, JUVENILE, TRADE	1	42.50%		43.50%		14-40%		0-30%	
GENERAL NON-FICTION-ADULT, JUVENILE, TRADE	2	42.50%		43.50%		14-40%		0-30%	
SPECIAL NON-FICTION-ADULT, JUVENILE, TRADE	3	42.50%		43.50%		14-40%		0-30%	
JUVENILE BOOKS - PUBLISHER LIBRARY BINDING	4	22.50%		16.00%		0-14%		0-30%	
PEDAGOGICAL, TECHNICAL, SCIENTIFIC AND COLLEGE TEXT BOOKS	5	0-5%		10.00%		0-14%		NO BID	
SCHOOL AND REFERENCE BOOKS	6	0-20%		10.00%		0-14%		0-30%	
SPECIAL EDITION OF TITLES PROCURED FROM PUBLISHERS WHICH DO NOT PERMIT A DEFINITE CLASSIFICATION	7	0%		10.00%		0-14%		0-30%	
PAPERBACKS, TRADE DISCOUNTED PAPER AND MARKET PAPERS	8	40.00%		40.00%		14-40%		0-30%	
ALTERNATE BID	9	38.50%		38.30%		28.00%		0-30%	
TERMS		MONTHLY PAYMENTS		MONTHLY PAYMENTS		MONTHLY PAYMENTS		MONTHLY PAYMENTS	
DELIVERY		AS REQUIRED		AS REQUIRED		AS REQUIRED		AS REQUIRED	
F.O.B.		ORPL		ORPL		ORPL		ORPL	
VIA		VENDOR		VENDOR		VENDOR		VENDOR	
OTHER KNOWN BIDDERS CONTACTED: Saddleback Educational, Inc. - Costa Mesa, CA Midwest Library Service - Bridgeton, MO						BIDS OPENED AND RECORDED BY--- <i>Lyn Majeski</i> Lyn Majeski Accounting Division Manager			
REASON FOR AWARD			RECOMMEND AWARDS BE MADE TO:			BIDS REVIEWED BY---			
ONLY AVAILABLE SOURCE <input type="checkbox"/>			Baker & Taylor, LLC 2550 W Tyvola Rd., Ste 300 Charlotte, NC 28217			<i>Janice McGinnis</i> Janice McGinnis Finance Director			
LOW PRICE <input checked="" type="checkbox"/>									
BETTER OR REQUIRED DESIGN <input type="checkbox"/>									
EARLY DELIVERY <input type="checkbox"/>									
LOWEST TOTAL COST <input type="checkbox"/>									

RESOLUTION

A RESOLUTION AWARDING A BID IN THE ESTIMATED AMOUNT OF \$55,000.00 TO BAKER AND TAYLOR BOOKS, CHARLOTTE, NORTH CAROLINA FOR THE FURNISHING OF BOOKS FOR THE OAK RIDGE PUBLIC LIBRARY.

WHEREAS, the City of Oak Ridge has issued invitations to bid for the purchase of new books for the Oak Ridge Public Library; and

WHEREAS, bids were received and publicly opened on April 21, 2015, with Baker and Taylor Books, Charlotte, North Carolina, 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:

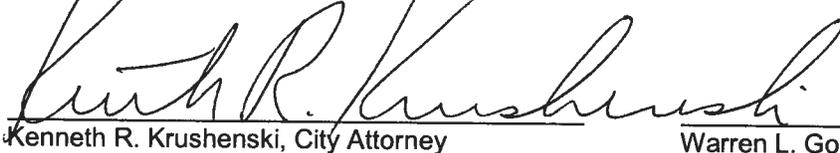
That the recommendation of the City Manager is approved and award is hereby made to Baker and Taylor Books, 2550 W. Tyvola Road, Suite 300, Charlotte, North Carolina 28217, for the purchase of new books for the Oak Ridge Public Library; said award in strict accordance with Contract FY2016-003, the required specifications, and the bid as submitted and publicly opened on April 21, 2015, and in the estimated amount of \$55,000.00.

BE IT FURTHER RESOLVED that said contract is for the period of July 1, 2015 through June 30, 2016, with the City having the option to renew for up to four (4) additional one-year periods.

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

This the 8th day of June 2015.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Diana R. Stanley, City Clerk

**PUBLIC HEARINGS
AND
FIRST READING OF
ORDINANCES**

CITY COUNCIL MEMORANDUM

15-19

DATE: June 3, 2015
TO: Honorable Mayor and Members of City Council
FROM: Mark S. Watson, City Manager
SUBJECT: ADOPTION OF THE APPROPRIATION ORDINANCE FOR FY2016

Introduction

An item for City Council's consideration is an ordinance to carry-over a temporary tax rate for municipal purposes for the Fiscal Year beginning July 1, 2015, by imposing a temporary tax rate on all property within the City, and adopting appropriations.

Review

The overall City budget is presented in an all funds budget amount of \$178,560,808, which includes \$59,591,614 for the Schools. The City General Fund is offered in an amount of \$25,218,403, the Waterworks Fund is budgeted at \$19,579,503, and the Electric Fund is offered in an amount of \$55,169,197. Other funds are presented in the remaining amount of \$19,002,091.

Exact budgetary details are included in the proposed FY2016 City of Oak Ridge Budget.

The goal of this year's budget is to maintain the current level of services while the City continues to see a resurgence of growth and redevelopment in the community. City departments have been asked to retain our current year's levels, review existing budgets and concentrate on the basic mission of local government services. As part of our goals, the City has sought to improve retail opportunities, develop industrial manufacturing jobs, and take steps to maintain, improve, and develop the City's housing stock.

Property taxes will have different concerns for the budget. The City of Oak Ridge has a tax rate that is blended between two counties. Values are established and calculated between the two counties to determine the tax rate against the values that generates the same amount of money as the current year. Discrepancies in Roane County have disrupted that schedule with the completion of assessments anticipated to occur after the new fiscal year which begins on July 1, 2015. This will cause a delay in confirming the tax rate. The City has until June 30, 2015 within which to adopt a budget or a continuing resolution. Presently, plans are being made to adopt the proposed expenditure budget and establishing a property tax rate after the effective tax rate has been received from the State. This is anticipated to be as late as August. In order to establish the tax rate for FY2016, the appropriation ordinance will later be amended to reflect this tax rate.

The City Manager is recommending a tax rate increase of one-cent (\$0.01) above the current rate for the coming year to maintain city services. The Oak Ridge Schools' funding request would necessitate an additional seven-cent (\$0.07). The tax rate adjustments are based on the one-cent generating an additional \$90,000 on a citywide basis.

The Property Tax Revenues presented in the General Fund of the FY2016 Proposed Budget reflect a total of an eight-cent (\$0.08) tax increase above current levels.

In accordance with Article IV, Section 3 titled "Levy, due date, and delinquencies," the City of Oak Ridge will carry the current tax rate to the new fiscal year until such time that the City has received a certified tax rate from the State. This carry-over will not include the recommended \$0.08 tax increase due to the aforementioned requirements of the City Charter.

Scheduling

First reading of the appropriation ordinance will occur at the June 8, 2015 City Council Meeting, with second reading occurring the following Monday, June 15, 2015. The City has advertised for two (2) public hearings to occur during as part of consideration of the ordinance with the June 15, 2015 public hearing serving as the official Charter requirement.

Recommendation

Adoption of the attached ordinance is recommended.

A handwritten signature in black ink that reads "Mark S. Watson". The signature is written in a cursive style and is positioned above a horizontal line.

Mark S. Watson

Attachments

TITLE

AN ORDINANCE TO CARRY-OVER A TEMPORARY TAX RATE FOR MUNICIPAL PURPOSES FOR THE FISCAL YEAR BEGINNING JULY 1, 2015, BY IMPOSING A TEMPORARY TAX RATE ON ALL PROPERTY WITHIN THE CITY, AND ADOPTING APPROPRIATIONS.

WHEREAS, the City Manager, in accordance with the requirements of Article V, Section 10, of the Charter of the City of Oak Ridge, has submitted to City Council a proposed budget prior to the beginning of the fiscal year upon which two (2) public hearings were held on June 8, 2015 and June 15, 2015 with the June 15, 2015 public hearing serving as the official Charter required public hearing; and

WHEREAS, in accordance with the requirements of said Charter section, meetings were held with City Council on April 13, 2015 which served to provide guidance to the City Manager on the preparation of the proposed budget; and

WHEREAS, City Council met on June 8, 2015 and June 15, 2015 for official consideration and approval of said appropriation ordinance.

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

Section 1. The budget for the fiscal year beginning July 1, 2015 submitted to City Council by the City Manager, is hereby adopted.

Section 2. In order to provide revenue for municipal purposes, there is hereby temporarily imposed on the value of all property within the City of Oak Ridge as such value has been ascertained by the taxing authority of the City, a temporary levy at the rate of \$2.39 upon each One Hundred Dollars' (\$100.00) worth of assessed value of all taxable property. This temporary levy to be the estimated tax rate for the tax year 2015 until the State and Roane County complete the five-year re-appraisal process, and the State Comptroller's Office presents a new, certified tax rate to the City of Oak Ridge, after which Council shall amend this ordinance and adopt a permanent levy for the current tax year to replace this temporary tax rate. This temporary levy shall also be imposed upon such assessments as may be certified for tax purposes to the City of Oak Ridge by the State of Tennessee.

Section 3. In accordance with Article V, Section 13, of the Charter of the City of Oak Ridge, the following amounts shall be and hereby are adopted as appropriations by funds for the operation of the City of Oak Ridge, Tennessee, for Fiscal Year 2016:

General Fund, Municipal Operations	\$ 25,218,403
General Purpose School Fund	\$ 59,591,614
Debt Service (Bond and Interest Redemption Fund)	\$ 8,415,000
Capital Projects Fund	\$ 3,951,910
Drug Enforcement Program Fund	\$ 255,200
State Street Aid Fund	\$ 1,721,000
Golf Course Fund	\$ 1,193,049
West End Fund	\$ 2,803,944

Section 4. The following amounts in the proprietary-type funds are projected expenses for Fiscal Year 2016 and are provided for informational purposes:

Electric Fund	\$ 55,169,197
Waterworks Fund	\$ 19,579,503
Emergency Communications District Fund	\$ 661,988

Section 5. In order to provide funds to meet the expenditure requirements, the following transfers are projected for Fiscal Year 2016 and are provided for informational purposes:

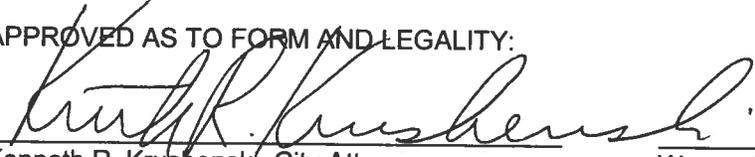
<u>To General Fund For Tax Equivalent</u>	
From Electric Fund	\$ 1,559,300
From Waterworks Fund	\$ 1,689,376
<u>To General Purpose School Fund for Operations</u>	
From General Fund	\$ 15,280,915
<u>To Debt Service Fund</u>	
From General Fund	\$ 4,187,000
<u>To Capital Projects Fund</u>	
From General Fund	\$ 350,000
<u>To State Street Aid Fund</u>	
From General Fund	\$ 700,000

Section 6. All proceeds received through fines, forfeitures and the disposal of seized goods resulting from the City's drug enforcement program shall be used exclusively for that program. A Special Revenue Fund has been established and any funds expended will be limited to the funds collected for that program.

Section 7. The taxes levied under this Ordinance shall become due and payable, shall become delinquent and shall be subject to penalties, the execution of distress warrants and sale of property levied upon as provided by law.

Section 8. 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:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Diana R. Stanley, City Clerk

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

**CITY COUNCIL MEMORANDUM
15-21**

DATE: June 2, 2015
TO: Honorable Mayor and Members of City Council
FROM: Mark S. Watson, City Manager
SUBJECT: AMENDMENT TO THE MUNICIPAL FINANCE AND TAXATION SECTION OF THE
CODE OF ORDINANCES

Introduction

An item for City Council's approval is an amendment to the "Municipal Finance and Taxation" section of the Code of Ordinance to allow the Council at the request of the City Manager and the Finance Director to modify by resolution the due date and delinquent date of City taxes when the state or county re-appraisal timetable for any fiscal year falls behind the City's due date and delinquent date.

Background

The City of Oak Ridge has previously amended and adopted changes in the "due date and delinquency date" of property taxes owed to the City. The current ordinance establishes that taxes shall become due and payable on July 1 of each year and delinquent after August 31 of each year. The purpose of the amendment is to allow a procedure to establish and re-establish due dates and delinquency dates by resolution for purposes of collecting property taxes in the City of Oak Ridge. Adoption will avoid an amendment process each time some unforeseen delay causes adjustments in the collection cycle.

Given current delays with tax appraisals coming out of the Roane County portion of Oak Ridge, the current ordinance requires an amendment because of specific datelines. The attached ordinance amendment will maintain the current schedules in future years and will allow amendments to occur in problematic years.

Recommendation

Approval of the attached ordinance is recommended.


Mark S. Watson

Attachment

TITLE

AN ORDINANCE TO AMEND TITLE 5, TITLED "MUNICIPAL FINANCE AND TAXATION," CHAPTER 1, TITLED "MISCELLANEOUS," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE," BY DELETING SECTION 5-102, TITLED "WHEN DUE, DELINQUENT," AND SUBSTITUTING THEREFOR A NEW SECTION 5-102, WITH THE SAME TITLE, TO ALLOW COUNCIL, AT THE REQUEST OF THE CITY MANAGER AND FINANCE DIRECTOR, TO MODIFY, BY RESOLUTION, THE DUE DATE AND DELINQUENT DATE OF CITY TAXES WHEN THE STATE OR COUNTY RE-APPRAISAL TIMETABLE FOR ANY FISCAL YEAR FALLS BEHIND THE CITY'S DUE DATE AND DELINQUENT DATE.

WHEREAS, by City Code Section 5-102, taxes are due on July 1 each year and become delinquent after August 31 of each year; and

WHEREAS, the City desires to address problems which arise when the County and State re-appraisals fall behind the City's schedule for tax due date and delinquent date as is currently being experienced in the State Five-Year Re-Appraisal Program; and

WHEREAS, said change will allow the City Council to adopt a resolution to re-establish the City's due date and delinquent date when the State and County reappraisal schedule is not timely completed.

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

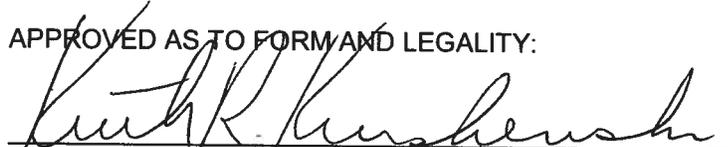
Section 1. Title 5, titled "Municipal Finance and Taxation," Chapter 1, titled "Miscellaneous," of the Code of Ordinances, City of Oak Ridge, Tennessee, is hereby amended by deleting Section 5-102, titled "When Due, Delinquent," and substituting therefor a new Section 5-102, with the same title, to change the due date and delinquent date for taxes which new section shall read as follows:

Section 5-102. When Due, Delinquent

The taxes levied and assessed under Section 5-102 of this chapter shall become due and payable on the first day of July each year for the then-current calendar year and shall become delinquent after the thirty-first day of August of each year. In the event that State and/or County appraisal processes and implementation timetables impact Section 5-102, the Finance Director, with the approval of the City Manager, shall present a modified schedule for tax due date and delinquent date which shall be approved by Resolution of the City Council.

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:


Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Diana R. Stanley, City Clerk

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

**FINAL ADOPTION
OF
ORDINANCES**

ELECTRIC DEPARTMENT MEMORANDUM

15-06

DATE: March 16, 2015
TO: Mark S. Watson, City Manager
FROM: Jack L. Suggs, Electric Director
SUBJECT: REVISIONS TO ELECTRIC RULES AND REGULATIONS ORDINANCE

Introduction

An item for City Council's consideration is an ordinance replacing Ordinance number 5-11 titled "Rules and Regulations Governing Electric Power Distribution", with an updated version designed to bring Oak Ridge into compliance with TVA's revised Service Practices Policies. One additional change is recommended by staff as described herein.

Funding

There is no significant funding impact associated with this item.

Consideration

The Tennessee Valley Authority (TVA) serves as both the power supplier and regulator for Oak Ridge's electric distribution activities. The right of regulation is founded in the Power Services Contract and federal law, including the TVA act.

In the fall of 2014, TVA's Regulatory Compliance Division issued a new set of Service Practices with which TVA's distributors, including Oak Ridge, are required to comply.

With very few exceptions, Oak Ridge was already in compliance with the standards, but a few changes both to our Rules and Regulations Ordinance and some policies are required.

Staff is recommending one change not required by TVA. Under current policy, a residential customer who relocates within the City is required to comply with the new deposit policy and even a good paying customer may be required to pay a deposit. This approach has been very effective in helping reduce bad debt.

Now that the deposit system has been in place for four years, staff believes it may be appropriate to relax this requirement. As such, the proposed ordinance contains language that allows the City Manager to develop a policy under which residential customers with a five year history of good payment can transfer their deposit from one residence to another. We believe the impact will be minimal, but we will keep it under scrutiny.

This provision does not apply to Commercial customers, who, because of the greater financial impact on the rate payers are required to make and keep deposits for most new accounts or increases in load.

All changes proposed have been reviewed and approved by TVA. Should the Council choose to make changes to proposed documents; staff will resubmit those changes for TVA review. It is proposed that TVA review would take place between first and second reading.

CHANGE	RATIONAL
1.5 Posting and Filing	TVA is requiring that these items be available on the web when feasible.
2.3.1a Residential Deposit	Although our current deposit policy meets this requirement, this language addition is required.
2.3.1b Residential Deposit	Clarification only.
2.3.1c Recommended Change	The addition of this paragraph is <u>not</u> required by TVA. See discussion in text.
2.3.1b & 2.3.1c Removal	Moved to other sections
2.3.1d	Clarification.
2.3.3a Adjustments	New language required by TVA.
2.3.3b Adjustment	Clarification of existing policy.
2.3.3c ii Adjustment	Clarification of existing.
2.3.4 Interest	New TVA standard applied.
2.3.5 Refund of Deposits	Clarification.
6.2 Dispute Procedure	Clarification of existing policy with expansions required.
8 Deferred Payment Plan	Clarification of existing policy with expansions required.
9.1 Termination Notice	Allows alternate delivery means of notices <u>if</u> such are mutually agreed upon.
9.2b & 9.2c Termination During Severe Weather or Medical Hardship	Inclusion in ordinance required (Oak Ridge already has acceptable policies).
12 Information to Customers	Addition of language required by TVA.

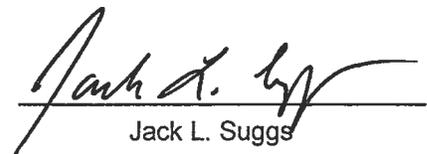
In addition to the changes above, three minor modifications to policies were required. The concerned elimination of minimum deposits for Commercial Customers (was \$200), and very minor modifications to notice language on "friendly reminders" and disconnect notices.

Recommendation

Staff recommends adoption of the ordinance.

Attachment(s)

Markup version of Rules and Regulations Governing Electric Power Distribution
Rules and Regulations Governing Electric Power Distribution


Jack L. Suggs

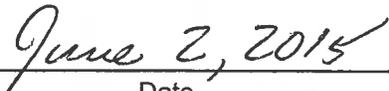
cc: Marlene Witt, Business Office Manager
Margaret Elgin, Electric Engineering Division Manager

City Manager's Comments:

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



Mark S. Watson



Date

**CITY OF OAK RIDGE
OAK RIDGE, TENNESSEE
RULES AND REGULATIONS
GOVERNING
ELECTRIC POWER DISTRIBUTION**

1 General Provisions

1.1 SCOPE

These rules and regulations and the regularly established rate schedules are a part of all contracts for receiving electric service from the City of Oak Ridge, hereinafter referred to as "Distributor," and apply to all service received, whether the service is based upon contract, agreement, signed application, or otherwise.

1.2 REVISIONS

These rules and regulations may be revised, amended, supplemented, or otherwise changed from time to time. Such changes, when effective, shall have the same force as the present rules and regulations.

1.3 SEPARABILITY

If any clause, sentence, paragraph, section or part of these rules and regulations or rate schedules shall be declared invalid or unconstitutional, it shall not affect the validity of the remaining parts of these rules and regulations or rate schedules.

1.4 CONFLICT

In case of conflict between any provision of any rate schedule and these Rules and Regulations, the rate schedule shall apply.

1.5 POSTING AND FILING

A copy of these Rules and Regulations together with copies of the Distributor's Schedule of Rates and Charges shall be kept open to inspection at the office of the Distributor and made available through the Distributor's web site or other electronic means when feasible.

2 Obtaining Electric Service

2.1 Applying for Service

2.1.1 APPLICATION FOR SERVICE

Prospective customers over eighteen (18) years of age, desiring electric service, shall make a formal request for service and may be required to complete an application for service and/or the Distributor's form of contract before service is supplied but, in the absence of a completed application or contract, the use of electricity shall bind the customer by the terms of Distributor's standard form of application for service. The completion of an application for service shall not obligate the Distributor to furnish the service for which application has been made. A prospective customer under eighteen (18) years of age may apply for electric service with a letter from a co-signee (who qualifies as a valid customer under this section of the Rules and Regulations) guaranteeing payment for said utility service.

2.1.2 INELIGIBLE PERSONS DUE TO PREVIOUS SERVICE:

Utility service shall not be supplied to or benefit any prospective customer if that person has any outstanding and unpaid utility charges or installments arising from prior utility

service that benefited the prospective customer. The Distributor shall, in the event service is not furnished, refund to the customer any deposits or fees accepted by Distributor in contemplation of the furnishing of such service.

2.1.3 REQUEST FOR SERVICE:

Any request for service shall include the following information:

- a) The name of the applicant;
- b) The service address to be supplied electric service and the billing address if different from the service address;
- c) The prior residential address of a prospective residential customer;
- d) The desired date for commencement of electric service;
- e) Name and address of employer if applicable;
- f) Two forms of valid identification for the sole purpose of establishing the identity of the prospective customer, one of which must be a government issued and include a photo;
- g) Evidence that the applicant has the right to effect service at the address, in a form acceptable to the distributor; and
- h) Indication as to whether the applicant or other person(s) will be directly utilizing the service at the service address or the service is to the benefit of a third party.

2.2 CONNECTION CHARGES

Whenever a connection order is issued for the connection of a service, an order for service to a new customer, or service is transferred from one customer's name to another, or service that has been discontinued is reinstated, the Distributor shall charge a nonrefundable connection charge specified in the Distributor's fee schedule to cover the expense of this connection. When more than one utility service is involved in single connection order, not more than one charge will be made. Additional charges may be levied, however, if multiple trips are required to accomplish the connection.

Upon request of the customer, connection charges can be applied to the first bill.

2.3 DEPOSITS

2.3.1 Residential

- a) Deposits for new residential service will be established by Council Resolution. The amount of the deposit shall not exceed twice the average maximum bill of customers in the residential class.
- a)b) Deposits ~~and for an individual customer~~ may be reduced or eliminated based on a review of the risk of default poised by the persons obtaining or benefiting from the service. The City Manager shall ~~within 30 days of this ordinance~~ develop and maintain a written policy for the reduction or waiver of deposits which shall be available for inspection at the Utility Business Office.
- ~~b) All deposits greater than one month's average bill and retained longer than 6 months, shall earn interest at a rate to be specified by TVA from time to time after consultation with Distributors and others. Such earned interest shall be paid, or credited against power bills at least annually.~~

~~e) Amount of deposit for residential customers shall be stipulated in the Distributor's fee schedule.~~

- c) The City Manager may develop a policy regarding Residential customers with an acceptable payment history who have been customers of Oak Ridge for a minimum of five years whereby said customers shall not have their deposit requirement re-examined when one account is closed and another account is opened for similar use and purpose (for example, a customer who moves from one residential location to another similar residential location)
- d) Except as provided for in section 2.3.3, residential deposits are not to be refunded or reduced while service is active.

2.3.2 Commercial and Industrial

- a) All new commercial and Industrial Commercial customers shall provide a deposit in the amount equal to two month's average bill (estimated) either as a cash deposit, approved surety bond, letter of credit or any other form of deposit accepted by the Distributor.
- b) Deposits will not be required from customers who, through participation in an approved program, release the Distributor from liability for the wholesale portion of the power consumed.
- c) Additional deposits shall not be required from existing commercial or industrial customers with an acceptable payment history which are increasing their average total monthly electric utility obligation less than 25% above existing levels, even if such increase represents a new account.

2.3.3 Adjustment of Deposits

- a) **Inspection of Deposits:** Any customer shall have the right to review the amount of the deposit on file (including interest) for accounts tied to that customer.
- a)b) **Increasing Deposits:** Distributor reserves the right to raise the deposits of residential, commercial or industrial customers based on unacceptable payment histories, including two or more late payments in a twelve month period, issuance of a termination of service notice for non-payment, or other reasons ~~as determined by~~ where the distributor ~~determines that the customer has a demonstrable increase in risk of default.~~ Notwithstanding the above, the amount of the total deposit shall not exceed twice the average maximum bill of the customer over the previous twenty-four month period. For hardship cases, the distributor may accept installment payments on the deposit increase.
- b)c) **Decreasing Deposits:**
- i. Residential customers who have an acceptable payment history may request a re-evaluation of the deposit requirements for potential adjustment every twenty-four months. Such evaluations will be conducted as if for a new customer and might result in a decrease, elimination or increase in the required deposit.
 - ii. Commercial customers who have an acceptable payment history may request a re-evaluation of the deposit requirements for potential

adjustment every twelve months. Such evaluations will be made based on a review of the customer's actual electrical usage in the context of the customer's operations, weather and other factors. The distributor's decision regarding deposit amount will be final.

2.3.4 Payment of Interest of Deposits

All deposits greater than one month's average bill and retained longer than 12 months, shall earn interest at the rate paid by Tennessee Local Government Investment Pool (LGIP). Such earned interest shall be paid, or credited against power bills annually on June 30.

2.3.42.3.5 Refund of Deposits

Upon termination of service, the deposit (along with any unpaid accredited interest) may be applied by the Distributor against any obligation of the customer to the Distributor. Any part of the deposit, not so applied, will be refunded to the customer.

2.4 CUSTOMER AIDE TO CONSTRUCTION

Provision of electric power distribution facilities is generally provided under the rate base. Under the conditions below, however, additional contribution by the Customer may be required.

2.4.1 Unusual System Demands

In special cases where a customer requests service that requires special facilities, extensions into areas where electric power is not available, or significant additions to the electrical infrastructure which necessitate a substantial investment by the Distributor and the anticipated net revenue from the regular power bill will not, in the Distributor's opinion, fairly support system operation and the investment required to be made by Distributor to serve the customer, the Distributor may require the customer to contribute to the construction through either:

- a) a minimum bill contract to support the investment required; or,
- b) customer installation of some portion of the facilities; or,
- c) a contribution toward the cost of installation.

Customer contributions may or may not be refundable, based upon the length of the contract term and/or the relationship of cost of the additional facilities to the annual gross revenue from the customer.

2.4.2 Underground Service

Customers desiring underground service lines from Distributor's overhead system must make construction contributions that include trenching, the installation of all conduits, vaults, commercial transformer pads and other such equipment. Specifications and terms for such construction will be furnished by Distributor on request.

2.4.3 Non-Standard Service

Customer shall pay the cost of any special installation necessary to meet his peculiar requirements for service at other than standard voltages, for duplicate feeds (including the cost of circuitry and the cost of substation reserve capacity) or for the supply of closer voltage regulations than required by standard practice.

2.4.4 Failure to Take Service

If for any reason the customer, after signing a contract or application for electric service, does not take service the customer shall reimburse Distributor for the cost incurred by Distributor to provide service.

2.5 TEMPORARY SERVICE AND CHARGES FOR TEMPORARY SERVICE

Customers requesting electric service on a temporary basis may be required to pay all costs, as determined by the Distributor, for connection and disconnection incidental to the supplying and removing of service in addition to the regular charge for electricity used. This rule includes but is not limited to circuses, carnivals, fairs, temporary construction, and requirements. Standard fees for various types of temporary services, as well as the temporary service policy are available at Distributor's principal offices.

3 Conditions of Distributor Supplied Power

3.1 AVAILABLE VOLTAGES

The voltages available from the Distributor are affected both by the load required and by the location of the customer. Generally, the Distributor will endeavor to make the following voltage/phase combinations available:

Overhead Area:

120/ 240 volt 1 phase 3 wire	0 to 150 KW
208Y/120 volt 3 phase 4 wire	20-1500 KW
480Y/277 volt 3 phase 4 wire	20-1500 KW
240 volt 3 wire Delta	20-1500 KW
480 volt 3 wire Delta (Existing Only)	20-1500 KW
13,200 Y/7620 volt 3 phase 4 wire	500-1500 KW
69,000 volt 3 wire Wye	1000-1500 KW

Note: Underground service drops and pad-mounted transformers may be required for some loads even in overhead areas.

Underground Area:

120/ 240 volt 1 phase 3 wire	0 to 150 KW
208Y/120 volt 3 phase 4 wire	20-1500 KW
480Y/277 volt 3 phase 4 wire	20-1500 KW

13,200 Y/7620 volt 3 phase 4 wire 500-1500 KW

Voltages indicated are nominal and do not reflect the exact voltage supplied. Additional voltages, or voltages at load levels other than indicated, will be supplied when possible, but may require financial contribution on the part of the customer. The distributor reserves the right to provide service at only primary or higher voltages and/or to provide delivery points remote from the point of electrical consumption under specific conditions; including electrical loads greater than those listed above or where access to the distributor's equipment would be unduly limited.

3.2 INTERRUPTION OF SERVICE

3.2.1 Consistency of Service

The Distributor will endeavor to furnish continuous electric service and to maintain reasonable constant voltage, but the Distributor cannot and does not guarantee to the customer any fixed voltage or continuous service. The Distributor shall not be liable for any damages for any interruption or disturbances of service whatsoever.

3.2.2 System Maintenance and Repair

In connection with the operation, maintenance, repair and extension of the Distributor's electric system, the electric supply may be shut off without notice when necessary or desirable, and each customer should be prepared for such emergencies. The Distributor shall not be held liable for any damages from such interruption of service or for damages from the resumption of service without notice after such interruption.

3.3 LOSS OF PHASE, VOLTAGE OR CURRENT FLUCTUATIONS

The Distributor shall not be liable for personal injuries or for any damage to a customer's equipment or property which may be caused by high voltage, by low voltage, loss of one or more phases in a multiphase system or by fluctuations in voltage or current on the Distributor's lines. The Customer shall be responsible for protecting his service from current and voltage fluctuations by installing fuses, circuit breakers, loss of phase protection relays, and other standard protective devices.

3.4 RESTRICTIONS ON USE OF ELECTRICITY

In the event of an emergency or other condition causing a shortage in the amount of electricity for Distributor to meet the demand on its system, Distributor may, by an allocation method deemed equitable by Distributor, fix the amount of electricity to be made available for use by customer and/or may otherwise restrict the time during which the customer may make use of electricity and the uses which the customer may make of electricity. If such actions become necessary, the customer may request a variance because of unusual circumstances including matters adversely affecting the public health, safety, and welfare.

If the customer fails to comply with such allocation or restriction, Distributor may take such remedial actions as it deems appropriate under the circumstances including temporarily disconnecting electric service and charging additional amounts because of excess use of electricity. The provisions of the section entitled "Interruption of Service" of this Schedule of Rules and Regulations are applicable to any such allocation or restriction.

3.5 DISCONTINUANCE OF SERVICE BY DISTRIBUTOR

3.5.1 Violation of Rules

Distributor may refuse to connect or may discontinue service for a violation of any of its Rules and Regulations, or for violation of any of the provisions of the Schedule of Rates and Charges, or false information on the application of the customer or as otherwise specified in the contract with customer.

3.5.2 Interference with the Electric System

Distributor may immediately disconnect and refuse to reconnect any service where evidence exists that the customer's load is interfering with the normal operation of the electric system from factors including, but not limited to harmonics, flicker, load factor or excessive demand.

3.5.3 Theft of Electricity

Distributor may discontinue service to customer for the theft of current or the appearance of current theft devices on the premises of the customer.

3.5.4 Conditions Deemed Unsafe

Distributor may discontinue service immediately and without notice upon discovery of any condition which, in the opinion of the distributor, represents a reasonable and immediate threat to persons or property. Such conditions include frayed or damaged wiring, damaged weather heads for overhead service, heating conductors observed or reported by a reputable party or any other such condition that could reasonably be expected to pose a threat to either the public or distributor personnel. Service will be restored only after approval by the electrical inspection authority having jurisdiction. Failure to disconnect shall not render Distributor liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Distributor's rules, or from accidents which may occur upon customer's premises

3.5.5 Inadvertent Provision of Service

If the Distributor should inadvertently or by mistake begin to render service to an applicant to whom the Distributor has good and valid reason for refusing to render such service, the Distributor shall have the right to discontinue such service at any time after service has begun, even though such customer does nothing to justify the discontinuance of service during the time such service is being rendered.

3.5.6 No Release of Obligation

The discontinuance of service by Distributor for any cause as stated in this rule does not release the customer from his obligation to Distributor for the payment of minimum bill as specified in customer's application for service or other provisions of any contract between the customer and the Distributor.

3.6 DISTRIBUTOR'S LIABILITY FOR FAILURE TO CUT OFF SERVICE

Distributor shall not be liable for any loss or damage resulting from failure to cut off service after proper notification. Customer shall rely exclusively on privately owned disconnect switches rather than on the Distributor's cutting off of service.

3.7 METERING OF ELECTRIC USE

3.7.1 METER INSTALLATIONS

The Distributor will install and maintain adequate metering facilities to measure the electric power used in accordance with the appropriate rate schedule. All meters, bases, connection boxes, and devices supplied by the Distributor remain its property and will be sealed by the Distributor for the proper protection of its metering equipment. Meters installed shall be readily accessible to the Distributor's representatives for meter reading, testing, and maintenance and shall not be enclosed in areas where free and open access is not available. Meters will not be located where they may be subject to damage or severe vibrations. Meters will not be located less than four (4) feet or more than six (6) feet from the ground.

3.7.2 Meter Tampering

No one shall do anything, which will in any way interfere with or prevent the proper registration of a meter. No one shall tamper with or work on an electric meter without the written permission of the Distributor. No one shall install any wires or other devices, which will cause electricity to pass through or around a meter without the passage of such electricity being registered fully by the meter.

3.7.3 Meter Seals

Except as provided in this paragraph, no one shall tamper with or remove an electric meter seal except for employees of the Distributor. Where seals are found to be open or cut, the Distributor shall conduct an evaluation of the meter installation for safety reasons, and investigate for possible theft of electric power. The customer shall be charged a fee for these inspections as specified in the Distributor's rate schedule. Exception: Under certain conditions and on a case by case basis, the Distributor may grant a properly licensed electrician permission to remove a meter seal for the purpose of making electrical repairs.

3.7.4 Meter Tests

The Distributor will at its own expense make periodic tests and inspections of its meters to maintain a high standard of accuracy. The Distributor will make additional test or inspections of its meters at the request of the customer. If test made at customer's request show that the meter is accurate within two percent (2%), slow or fast, no adjustment will be made in the customer's bill and a testing charge established in the Distributor's fee schedule will be made to the customer. In the case where the test shows the meter to be in excess of two percent (2%), slow or fast, an adjustment may be made in the customer's bill for a period of not over thirty (30) days prior to the date of the test, and the cost of making the test shall be borne by the Distributor. (Ord. No. 29-82, 9/7/82)

4 Customer Responsibilities and Obligations

4.1 CUSTOMER'S RESPONSIBILITY FOR VIOLATIONS OF RULES AND REGULATIONS

Where the Distributor furnishes electric service to a customer, such customer shall be responsible to the Distributor for all violations of the Rules and Regulations and Rate Schedules of the Distributor, whether violations occur on the premises served or in connection with such service. Personal participation by the customer in any such violations shall not be necessary to impose such personal responsibility on the customer.

4.2 POINT OF DELIVERY

The point of delivery is the point, as designated by Distributor, on customer's premises where current is to be delivered to building or premises. Normally, for commercial and residential overhead installations, the point of delivery is the weatherhead. For residential underground, the point of delivery is normally the meter base (except for ~~downrun~~ ~~down-run~~ conduit). For commercial or multifamily underground, the point of delivery is normally the secondary terminal of the transformer. Where voltage is delivered at a primary voltage, the point of delivery is the meter point. All wiring and equipment beyond this point of delivery shall be maintained by the customer, unless such maintenance is the responsibility of the owner of the premises occupied by the customer.

4.3 NOTICE OF TROUBLE

Customer shall notify the Distributor immediately should the service be unsatisfactory for any reason, or should there be defect, trouble, or accident affecting the supply of electricity.

4.4 CUSTOMER'S WIRING

All wiring of customer, or of the owner of the premises occupied by the customer, must conform to Distributor's requirements and accepted modern standards as exemplified by the requirements of the National Electrical Safety Code and the National Electric Code. Distributor shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced or at any later time, and reserves the right to reject any wiring or appliances not in accordance with Distributor's standards and to discontinue service to customer until such deficiency has been corrected. Inspection or failure to inspect or failure to reject after inspection shall not render Distributor liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Distributor's rules, or from accidents which may occur upon customer's premises.

The Distributor will discontinue service immediately to any premises which, in the sole opinion of the Distributor, is unsafe or unsuitable for service delivery.

4.5 POWER FACTOR

Each commercial and industrial customer is required to maintain a minimum power factor of at least eighty-five percent (85%) but not more than one hundred percent (100%) and to provide at his expense such devices as are necessary to provide such a power factor. Power factors of commercial or industrial customers may be monitored through periodic checks of constant metering. After Distributor makes an initial determination of a power factor problem, a period of ninety (90) days will be allowed for installation of capacitors or other devices to correct for power factors. After such period, the customer shall pay charges for power factors as specified in the rate structure.

4.6 UNBALANCED LOADS

Every precaution shall be taken by the customer to maintain load balance on customer's single and three phase circuits. No load will be allowed on the Distributor's service conductors, which will create a seriously unbalanced condition.

4.7 NOTICE OF ADDITIONAL LOAD

The service connection, transformers, meters, and equipment supplied by Distributor for each customer have definite capacity, and no addition to the equipment or load connected

thereto will be allowed except by consent of Distributor. Failure to give notice of additions or changes in load, and to obtain Distributor's consent for same, shall render customer liable for any damage to any Distributor's lines or equipment caused by the additional or changed load.

4.8 EFFECT ON THE ELECTRIC SYSTEM

Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to Distributor's system. Distributor may require customer, at his own expense, to install suitable apparatus, which will reasonably limit such fluctuations.

4.9 UNAUTHORIZED USE OR INTERFERENCE WITH ELECTRIC SUPPLY

No person shall operate any of the Distributor's switches or equipment without permission or authority from the Distributor.

4.10 ACCESS TO CUSTOMER'S PREMISES

The Distributor's identified representatives and employees shall be granted access to customer's premises at all reasonable times for the purpose of reading meters, for testing, inspecting, repairing and replacing all equipment belonging to the Distributor and for inspecting customer's wiring, appliances and premises in order to determine whether or not the customer is complying with the Distributor's Rules and Regulations. Provision of appropriate real estate rights at no cost to the Distributor for the installation and operation of electrical lines to the customer is considered a condition of service.

4.11 CUSTOMER'S RESPONSIBILITY FOR DISTRIBUTOR'S PROPERTY

Customer, or owner of the premises occupied by customer, shall provide a space for and exercise proper care to protect the property of the Distributor on the premises; and in the event of loss or damage to the Distributor's property arising from neglect of customer to care for same, the cost of necessary repairs or replacements, as determined by the Distributor, shall be paid by the customer.

4.12 STANDBY AND RESALE SERVICE

All purchased electricity (other than emergency or standby service) used on the premises of the customer shall be supplied exclusively by the Distributor and the customer shall not directly or indirectly sell (or otherwise charge) or otherwise dispose of the electric energy or any part thereof.

5 Electric Rates and Billing

5.1 RATES AND CHANGES

All electricity furnished by the Distributor shall be charged at the applicable rate in effect at the time. The Distributor shall not be obligated to consider a request for an adjustment of any bill unless, within ninety (90) days after the questioned bill is paid, the customer files with the Distributor a written objection to said bill specifying the basis for desired adjustment.

5.2 BILLING ADJUSTED TO STANDARD PERIODS

The demand charges and the blocks in the energy charges set forth in the rate schedules are based on billing periods of approximately one month. In case of the first billing of new accounts (temporary service and seasonal customers excepted) where the period covered by the billing involves fractions of a month, the demand charges and the blocks of the

energy charge will be adjusted to a basis proportionate with the period of time during which service is extended.

5.3 BILLINGS

The Distributor elects a standard net payment period of fifteen (15) days for all classes of service after the date of the bill. —However, the City Manager is authorized to provide an extension of the discount date, not to exceed five days, when in the best interest of the utility and when such extension is defined in a written policy, developed and available for inspection at the Utility Business Office.

The Distributor establishes for any class of service a late payment charge of five percent (5%) for any portion of bill not paid after the net payment period. Should the final date of payment of bill at the net rate fall on a Sunday or holiday, the next business day following the final date will be the last day to obtain the net rate. Remittance of net rate payment received by mail after the time limit for payment of said net rate will be accepted by the Distributor if the incoming envelope bears the United States Post Office date stamp of the final date for payment of the net amount or any date prior thereto.

Failure to receive bill shall not release customer from payment obligation, nor extend the discount date. No customer shall be entitled to pay any bill at the net rate while such customer is delinquent in the payment of any obligation in connection with electric service owed the Distributor by such customer.

If a meter fails to register, or if a meter is removed to be tested or repaired, or if electricity is received other than through a meter, the Distributor reserves the right to render an estimated bill based on the best information available.

5.4 UTILITY BILL

A residential utility bill shall be mailed monthly to every residential customer for utility service supplied during the time period shown on the utility bill. Each utility bill shall contain the following information:

- a) The time period and number of days of utility service covered by the utility bill;
- b) The utility charge and/or installment due;
- c) The date of the utility bill;
- d) The date when complete payment is due at the utility, which shall be at least fifteen (15) days from the date of the utility bill;
- e) An indication if the utility bill is based on actual or estimated measurement of the amount of utility service supplied;
- f) Notice that residential customers may call the Utilities Business Office, whose telephone number shall be listed on the utility bill, in order to:
 - Dispute the amount of the utility charge and/or installment;
 - Request the establishment of a deferred payment and execute same in writing;
 - Avoid the termination of utility service for non-payment of the amount(s) shown on the utility bill;
 - Request the restoration of utility service.

5.5 RESIDENTIAL CUSTOMER INFORMATION

The Distributor shall provide information on the following upon request:

- a) The availability and operation of deferred payment plan;
- b) The procedure to dispute a utility charge and/or an installment;
- c) The procedure to avoid termination of utility service due to non-payment of utility charges and/or installments;
- d) The procedure for tenants to avoid termination of utility service due to their landlord's non-payment of utility charges and/or installments; and
- e) The procedure to obtain reinstatement of utility service.

6 Residential Customer Disputes

6.1 GENERAL APPLICABILITY

At anytime prior to date of termination of utility service for non-payment of the amount(s) shown on a utility bill, a notice of rejection or a notice of termination, a residential customer may dispute the correctness of all or part of the amount(s) shown in accordance with the provisions of this standard. A residential customer shall not be entitled to dispute the correctness of all or part of the amount(s) if all or part of the amount(s) was (were) the subject of a previous dispute.

6.2 DISPUTE PROCEDURE

~~The City has developed a process for customer disputes and the stipulations are outlined in the Business Office Operation Procedures and Policies.~~

The City Manager shall develop and have available for inspection at the Business Office a written policy and procedure for disputed amounts. The procedure will include the opportunity for a customer to state their objections to the billing and to receive due consideration and receive a written response which delineates the findings and reasoning of the City.

7 Residential Rental Property

7.1 GENERAL

A residential customer who is the owner of residential rental property housing one or more tenants who are not residential customers of the Distributor for utility service to the dwelling in which such tenant is housed, shall provide the following when requesting termination of utility service to such dwelling:

- a) Name of all tenants residing in such dwelling where service is to be terminated; and
- b) Mailing address of all such tenants.

7.2 NOTICE BY PROPERTY OWNER

The residential customer shall in addition thereto give such tenants written notice that utility service is to be terminated for the dwelling in which said tenants reside.

7.3 NOTICE BY DISTRIBUTOR

The notice shall include the date such service is to be terminated. Provisions hereafter requiring the Distributor to notify the tenants of such dwelling shall not relieve the residential customer from giving notice herein required.

Upon notification from a landlord of residential rental property that tenants are occupying rental units at the service address for which service termination is requested, the Distributor will delay termination of utility service for three (3) days and serve notice to the tenant(s) by posting a notice on the premise in a conspicuous location.

The notice shall include the following:

- a) Landlords name, address and telephone number;
- b) Address of utility service that is to be terminated;
- c) Date of utility service(s) disconnection;
- d) Advisement to the tenant(s) on what procedures are necessary to avoid termination of utility service(s); and
- e) The Distributor's office location, hours of operation and telephone number.

8 Deferred Payment Plan

~~The City has developed a process for customer's to make a deferred payment plan and the stipulations are outlined in the Business Office Operation Procedures and Policies.~~

The City Manager shall develop and have available for inspection at the Business Office a written policy allowing for differed payment of residential accounts. The policy shall be specific in the requirements and qualifications for residential customers and provide for written acceptance of the plans by the customer.

9 Service Termination Procedure for Non-Payment

The provision of this section shall govern all terminations of utility service for non-payment of utility charges and/or installments.

9.1 TERMINATION NOTICE REQUIRED

If by the payment date shown on a utility bill or a deferred payment plan, the Distributor has not received complete payment of the amount(s) shown on the bill or the payment plan, the Distributor shall mail to, ~~deliver through a mutually agreed electronic means (such as text messages, email, or other)~~, or personally serve upon the customer a notice of termination at least five (5) days after the payment date.

9.1.1 The notice contents

- a) The date of the notice of termination.
- b) The amount to be paid.
- c) The date of termination, which shall be at least five (5) days from the date of the notice of termination.
- d) Notice that unless the Distributor receives complete payment of the amount shown prior to the date of termination, utility service shall be terminated under item seven (7) of this section.
- e) Notice that in lieu of paying the amount shown, an eligible residential customer, prior to the date of termination, may request the establishment of a deferred payment plan.
- f) Notice that in lieu of paying the entire amount shown a residential customer, prior to the date of termination, may notify the utility that he disputed the correctness of all or

part of the amount shown, if all or part of the amount shown was not the subject of a previous dispute under section 24.

9.1.2 Customer Response to Notice

If the Distributor receives payment of the entire amount shown on the notice of termination prior to the date of termination, such payment shall be considered a timely and complete payment for purposes of this standard.

The Distributor shall terminate utility service to the residential customer on the date of termination if, prior to the date of termination: 1) The Distributor has not received complete payment of the amount shown on the notice of termination; 2) The residential customer has not requested the establishment of a deferred payment plan; and 3) The residential customer has not notified the Distributor that he/she disputes the correctness of all or part of the amount shown on the notice of termination.

9.2 LIMITATION ON TERMINATION OF UTILITY SERVICE

- a) The Distributor shall terminate utility service for nonpayment of utility charges and/or installments only during the hours of 8:00 a.m. to 5:00 p.m., Monday through Thursday. No terminations for non-payments shall be permitted on a legal holiday or on the day before a legal holiday as declared by the Distributor.
- b) The City Manager shall develop, maintain and have available for inspection at the Business Office a written policy with regards to service termination during severe weather, including specifically severe heat or severe cold. The policy shall provide that postponement not extend beyond the period during which extreme weather exists or is forecasted to exist.
- c) The City Manager shall develop, maintain and have available for inspection at the Business Office a written policy with regards to termination of service due to non-payment in cases of a documented medical hardship. The policy shall specify acceptable documentation accepted as evidence of medical hardship, provide for periodic review and renewal of such documentation and provide that a written notice of pending termination be delivered at least twenty-four hours, which must include one full business day, prior to disconnection to allow for the customer to resolve the billing delinquencies or to make other arrangements for housing or medical care. Delay of termination for medical hardship shall not exceed three days, except for circumstances described in sections a) and b) above.
- b)d) Service may not be terminated for non-payment of a bill except after affording the affected customer due process. Reasonable prior written notice shall be given before termination for non-payment.

9.3 REINSTATEMENT OF UTILITY SERVICES

In the event of termination of utility service in accordance with the provisions of this standard, the Distributor shall reinstate utility service to the residential customer within twenty-four (24) hours of the utility's receipt of the complete payment of the amount whose non-payment prompted the termination along with such fees as are specified below for reconnection. Such payment shall not be considered a timely payment for purposes of this standard.

10 Reconnection of Electric Power

10.1 RECONNECTION CHARGE (NON-PAYMENT ACCOUNTS)

Whenever service has been discontinued by Distributor as provided previously, a service charge specified in the Distributor's fee schedule will be assessed and collected in addition to any delinquent balance due before service is restored to the customer. When Distributor makes a call to disconnect service and if for any reason does not disconnect service, a charge specified in the Distributor's fee schedule will be made.— Different charges will be established for residential and commercial accounts and higher charges will be established and collected when connections and reconnections are performed after normal hours or when special circumstances warrant. The Distributor shall have the authority to waive this connection charge in any case where such waiver is to the best interest of the Distributor.

10.2 CONNECTION AND RECONNECTION CHARGES

Whenever a customer requests that power be disconnected for routine maintenance or scheduled work, the Distributor will provide such services when practical during normal business hours for no charge. Such work done after the Distributor's normal operating hours, or scheduled in such a way that they are not completed in normal operating hours will only be conducted at the full cost of the requesting party; providing however, that there shall be no charge in the event of connection in relation to emergency disconnections and connections.

11 Termination of Service by Customer

Customers who have fulfilled their contract term and wish to discontinue service must give Distributor at least-ten (10) days written notice to that effect, unless their contract specifies otherwise. Notice to discontinue service prior to expiration of contract term will not relieve customer from any minimum or guaranteed payment under contract or applicable rate schedule.

12 Information to Customers

Distributor shall reasonably inform customers about rates and services practice policies by making such information available upon application for service and at any other time upon request. Such items shall also be available through electronic means, including the distributor's web page if feasible.

Distributor, as it determines appropriate, shall utilize channels such as mail, annual report, newspaper, radio, public meetings and agendas thereto and utility bill to inform customers about rates and service policies.

All retail rate actions initiated by Distributor shall be conducted at a public hearing meeting of the City Council, announced in accordance with Tennessee State Law. The agenda for the meeting must be available to the public for inspection or via the City of Oak Ridge Website. Further, the agenda, including pending rate actions must be provided to media outlets prior to the meeting.

Distributor, on request by the customer of record, shall provide a statement of the monthly consumption for the prior twelve (12) months if it is reasonably ascertainable. A non-customer requesting a statement of a particular account shall be required to pay the cost incurred by the Distributor to provide the statement, as established in the fee structure.

13 City Manager Authorized to Execute Power Contracts

A written contract between the Distributor and Customer shall be required in all instances where a customer's demand for electric power exceeds fifty (50) kilowatts. The City Manager or his specifically authorized representative shall be authorized to enter into and execute such contracts on behalf of the Distributor. The provisions of such contract shall be in accordance with these rules and regulations, applicable rate schedules, and all actions of Council regarding the provision of electrical power and service.

TITLE

AN ORDINANCE TO REPEAL ORDINANCE NO. 05-11 WHICH ADOPTED THE RULES AND REGULATIONS GOVERNING DISTRIBUTION OF ELECTRIC POWER, AND TO ADOPT NEW RULES AND REGULATIONS GOVERNING DISTRIBUTION OF ELECTRIC POWER WITHIN THE CITY OF OAK RIDGE, TENNESSEE.

WHEREAS, the City of Oak Ridge presently has rules and regulations governing distribution of electric power within the City of Oak Ridge; and

WHEREAS, the City desires to make changes to the present rules and regulations; and

WHEREAS, said changes are designed to bring Oak Ridge into compliance with TVA's Service Practices Policies; and

WHEREAS, the new rules and regulations are recommended for adoption by City Council.

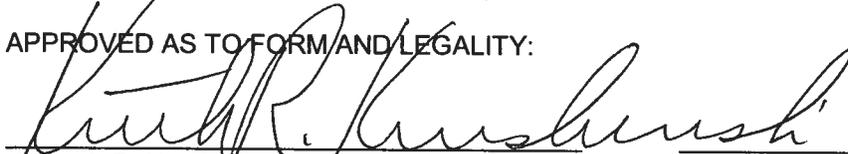
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

Section 1. Ordinance No. 05-11 which adopted and established the Rules and Regulations Governing Electric Power Distribution within the City of Oak Ridge is hereby repealed.

Section 2. There is hereby adopted and established Rules and Regulations Governing Electric Power Distribution within the City of Oak Ridge, which rules and regulations are attached hereto and incorporated herein as fully as if set forth verbatim.

Section 3. 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:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Diana R. Stanley, City Clerk

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

**CITY OF OAK RIDGE
OAK RIDGE, TENNESSEE
RULES AND REGULATIONS
GOVERNING
ELECTRIC POWER DISTRIBUTION**

1 General Provisions

1.1 SCOPE

These rules and regulations and the regularly established rate schedules are a part of all contracts for receiving electric service from the City of Oak Ridge, hereinafter referred to as "Distributor," and apply to all service received, whether the service is based upon contract, agreement, signed application, or otherwise.

1.2 REVISIONS

These rules and regulations may be revised, amended, supplemented, or otherwise changed from time to time. Such changes, when effective, shall have the same force as the present rules and regulations.

1.3 SEPARABILITY

If any clause, sentence, paragraph, section or part of these rules and regulations or rate schedules shall be declared invalid or unconstitutional, it shall not affect the validity of the remaining parts of these rules and regulations or rate schedules.

1.4 CONFLICT

In case of conflict between any provision of any rate schedule and these Rules and Regulations, the rate schedule shall apply.

1.5 POSTING AND FILING

A copy of these Rules and Regulations together with copies of the Distributor's Schedule of Rates and Charges shall be kept open to inspection at the office of the Distributor and made available through the Distributor's web site or other electronic means when feasible.

2 Obtaining Electric Service

2.1 *Applying for Service*

2.1.1 APPLICATION FOR SERVICE

Prospective customers over eighteen (18) years of age, desiring electric service, shall make a formal request for service and may be required to complete an application for service and/or the Distributor's form of contract before service is supplied but, in the absence of a completed application or contract, the use of electricity shall bind the customer by the terms of Distributor's standard form of application for service. The completion of an application for service shall not obligate the Distributor to furnish the service for which application has been made. A prospective customer under eighteen (18) years of age may apply for electric service with a letter from a co-signee (who qualifies as a valid customer under this section of the Rules and Regulations) guaranteeing payment for said utility service.

2.1.2 INELIGIBLE PERSONS DUE TO PREVIOUS SERVICE:

Utility service shall not be supplied to or benefit any prospective customer if that person has any outstanding and unpaid utility charges or installments arising from prior utility

service that benefited the prospective customer. The Distributor shall, in the event service is not furnished, refund to the customer any deposits or fees accepted by Distributor in contemplation of the furnishing of such service.

2.1.3 REQUEST FOR SERVICE:

Any request for service shall include the following information:

- a) The name of the applicant;
- b) The service address to be supplied electric service and the billing address if different from the service address;
- c) The prior residential address of a prospective residential customer;
- d) The desired date for commencement of electric service;
- e) Name and address of employer if applicable;
- f) Two forms of valid identification for the sole purpose of establishing the identity of the prospective customer, one of which must be a government issued and include a photo;
- g) Evidence that the applicant has the right to effect service at the address, in a form acceptable to the distributor; and
- h) Indication as to whether the applicant or other person(s) will be directly utilizing the service at the service address or the service is to the benefit of a third party.

2.2 CONNECTION CHARGES

Whenever a connection order is issued for the connection of a service, an order for service to a new customer, or service is transferred from one customer's name to another, or service that has been discontinued is reinstated, the Distributor shall charge a nonrefundable connection charge specified in the Distributor's fee schedule to cover the expense of this connection. When more than one utility service is involved in single connection order, not more than one charge will be made. Additional charges may be levied, however, if multiple trips are required to accomplish the connection.

Upon request of the customer, connection charges can be applied to the first bill.

2.3 DEPOSITS

2.3.1 Residential

- a) Deposits for new residential service will be established by Council Resolution. The amount of the deposit shall not exceed twice the average maximum bill of customers in the residential class.
- b) Deposits for an individual customer may be reduced or eliminated based on a review of the risk of default poised by the persons obtaining or benefiting from the service. The City Manager shall develop and maintain a written policy for the reduction or waiver of deposits which shall be available for inspection at the Utility Business Office.
- c) The City Manager may develop a policy regarding Residential customers with an acceptable payment history who have been customers of Oak Ridge for a minimum of five years whereby said customers shall not have their deposit requirement re-examined when one account is closed and another account is

opened for similar use and purpose (for example, a customer who moves from one residential location to another similar residential location)

- d) Except as provided for in section 2.3.3, residential deposits are not to be refunded or reduced while service is active.

2.3.2 Commercial and Industrial

- a) All new commercial and Industrial Commercial customers shall provide a deposit in the amount equal to two month's average bill (estimated) either as a cash deposit, approved surety bond, letter of credit or any other form of deposit accepted by the Distributor.
- b) Deposits will not be required from customers who, through participation in an approved program, release the Distributor from liability for the wholesale portion of the power consumed.
- c) Additional deposits shall not be required from existing commercial or industrial customers with an acceptable payment history which are increasing their average total monthly electric utility obligation less than 25% above existing levels, even if such increase represents a new account.

2.3.3 Adjustment of Deposits

- a) Inspection of Deposits: Any customer shall have the right to review the amount of the deposit on file (including interest) for accounts tied to that customer.
- b) Increasing Deposits: Distributor reserves the right to raise the deposits of residential, commercial or industrial customers based on unacceptable payment histories, including two or more late payments in a twelve month period, issuance of a termination of service notice for non-payment, or other reasons where the distributor determines that the customer has a demonstrable increase in risk of default. Notwithstanding the above, the amount of the total deposit shall not exceed twice the average maximum bill of the customer over the previous twenty-four month period. For hardship cases, the distributor may accept installment payments on the deposit increase.
- c) Decreasing Deposits:
 - i. Residential customers who have an acceptable payment history may request a re-evaluation of the deposit requirements for potential adjustment every twenty-four months. Such evaluations will be conducted as if for a new customer and might result in a decrease, elimination or increase in the required deposit.
 - ii. Commercial customers who have an acceptable payment history may request a re-evaluation of the deposit requirements for potential adjustment every twelve months. Such evaluations will be made based on a review of the customer's actual electrical usage in the context of the customer's operations, weather and other factors. The distributor's decision regarding deposit amount will be final.

2.3.4 Payment of Interest of Deposits

All deposits greater than one month's average bill and retained longer than 12 months, shall earn interest at the rate paid by Tennessee Local Government Investment Pool (LGIP). Such earned interest shall be paid, or credited against power bills annually on June 30.

2.3.5 Refund of Deposits

Upon termination of service, the deposit (along with any unpaid accredited interest) may be applied by the Distributor against any obligation of the customer to the Distributor. Any part of the deposit, not so applied, will be refunded to the customer.

2.4 CUSTOMER AIDE TO CONSTRUCTION

Provision of electric power distribution facilities is generally provided under the rate base. Under the conditions below, however, additional contribution by the Customer may be required.

2.4.1 Unusual System Demands

In special cases where a customer requests service that requires special facilities, extensions into areas where electric power is not available, or significant additions to the electrical infrastructure which necessitate a substantial investment by the Distributor and the anticipated net revenue from the regular power bill will not, in the Distributor's opinion, fairly support system operation and the investment required to be made by Distributor to serve the customer, the Distributor may require the customer to contribute to the construction through either:

- a) a minimum bill contract to support the investment required; or,
- b) customer installation of some portion of the facilities; or,
- c) a contribution toward the cost of installation.

Customer contributions may or may not be refundable, based upon the length of the contract term and/or the relationship of cost of the additional facilities to the annual gross revenue from the customer.

2.4.2 Underground Service

Customers desiring underground service lines from Distributor's overhead system must make construction contributions that include trenching, the installation of all conduits, vaults, commercial transformer pads and other such equipment. Specifications and terms for such construction will be furnished by Distributor on request.

2.4.3 Non-Standard Service

Customer shall pay the cost of any special installation necessary to meet his peculiar requirements for service at other than standard voltages, for duplicate feeds (including the cost of circuitry and the cost of substation reserve capacity) or for the supply of closer voltage regulations than required by standard practice.

2.4.4 Failure to Take Service

If for any reason the customer, after signing a contract or application for electric service, does not take service the customer shall reimburse Distributor for the cost incurred by Distributor to provide service.

2.5 TEMPORARY SERVICE AND CHARGES FOR TEMPORARY SERVICE

Customers requesting electric service on a temporary basis may be required to pay all costs, as determined by the Distributor, for connection and disconnection incidental to the supplying and removing of service in addition to the regular charge for electricity used. This rule includes but is not limited to circuses, carnivals, fairs, temporary construction, and requirements. Standard fees for various types of temporary services, as well as the temporary service policy are available at Distributor's principal offices.

3 Conditions of Distributor Supplied Power

3.1 AVAILABLE VOLTAGES

The voltages available from the Distributor are affected both by the load required and by the location of the customer. Generally, the Distributor will endeavor to make the following voltage/phase combinations available:

Overhead Area:

120/ 240 volt 1 phase 3 wire	0 to 150 KW
208Y/120 volt 3 phase 4 wire	20-1500 KW
480Y/277 volt 3 phase 4 wire	20-1500 KW
240 volt 3 wire Delta	20-1500 KW
480 volt 3 wire Delta (Existing Only)	20-1500 KW
13,200 Y/7620 volt 3 phase 4 wire	500-1500 KW
69,000 volt 3 wire Wye	1000-1500 KW

Note: Underground service drops and pad-mounted transformers may be required for some loads even in overhead areas.

Underground Area:

120/ 240 volt 1 phase 3 wire	0 to 150 KW
208Y/120 volt 3 phase 4 wire	20-1500 KW
480Y/277 volt 3 phase 4 wire	20-1500 KW
13,200 Y/7620 volt 3 phase 4 wire	500-1500 KW

Voltages indicated are nominal and do not reflect the exact voltage supplied. Additional voltages, or voltages at load levels other than indicated, will be supplied when possible, but may require financial contribution on the part of the customer. The distributor reserves the right to provide service at only primary or higher voltages and/or to provide delivery points remote from the point of electrical consumption under specific conditions; including

electrical loads greater than those listed above or where access to the distributor's equipment would be unduly limited.

3.2 INTERRUPTION OF SERVICE

3.2.1 Consistency of Service

The Distributor will endeavor to furnish continuous electric service and to maintain reasonable constant voltage, but the Distributor cannot and does not guarantee to the customer any fixed voltage or continuous service. The Distributor shall not be liable for any damages for any interruption or disturbances of service whatsoever.

3.2.2 System Maintenance and Repair

In connection with the operation, maintenance, repair and extension of the Distributor's electric system, the electric supply may be shut off without notice when necessary or desirable, and each customer should be prepared for such emergencies. The Distributor shall not be held liable for any damages from such interruption of service or for damages from the resumption of service without notice after such interruption.

3.3 LOSS OF PHASE, VOLTAGE OR CURRENT FLUCTUATIONS

The Distributor shall not be liable for personal injuries or for any damage to a customer's equipment or property which may be caused by high voltage, by low voltage, loss of one or more phases in a multiphase system or by fluctuations in voltage or current on the Distributor's lines. The Customer shall be responsible for protecting his service from current and voltage fluctuations by installing fuses, circuit breakers, loss of phase protection relays, and other standard protective devices.

3.4 RESTRICTIONS ON USE OF ELECTRICITY

In the event of an emergency or other condition causing a shortage in the amount of electricity for Distributor to meet the demand on its system, Distributor may, by an allocation method deemed equitable by Distributor, fix the amount of electricity to be made available for use by customer and/or may otherwise restrict the time during which the customer may make use of electricity and the uses which the customer may make of electricity. If such actions become necessary, the customer may request a variance because of unusual circumstances including matters adversely affecting the public health, safety, and welfare.

If the customer fails to comply with such allocation or restriction, Distributor may take such remedial actions as it deems appropriate under the circumstances including temporarily disconnecting electric service and charging additional amounts because of excess use of electricity. The provisions of the section entitled "Interruption of Service" of this Schedule of Rules and Regulations are applicable to any such allocation or restriction.

3.5 DISCONTINUANCE OF SERVICE BY DISTRIBUTOR

3.5.1 Violation of Rules

Distributor may refuse to connect or may discontinue service for a violation of any of its Rules and Regulations, or for violation of any of the provisions of the Schedule of Rates and Charges, or false information on the application of the customer or as otherwise specified in the contract with customer.

3.5.2 Interference with the Electric System

Distributor may immediately disconnect and refuse to reconnect any service where evidence exists that the customer's load is interfering with the normal operation of the electric system from factors including, but not limited to harmonics, flicker, load factor or excessive demand.

3.5.3 Theft of Electricity

Distributor may discontinue service to customer for the theft of current or the appearance of current theft devices on the premises of the customer.

3.5.4 Conditions Deemed Unsafe

Distributor may discontinue service immediately and without notice upon discovery of any condition which, in the opinion of the distributor, represents a reasonable and immediate threat to persons or property. Such conditions include frayed or damaged wiring, damaged weather heads for overhead service, heating conductors observed or reported by a reputable party or any other such condition that could reasonably be expected to pose a threat to either the public or distributor personnel. Service will be restored only after approval by the electrical inspection authority having jurisdiction. Failure to disconnect shall not render Distributor liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Distributor's rules, or from accidents which may occur upon customer's premises

3.5.5 Inadvertent Provision of Service

If the Distributor should inadvertently or by mistake begin to render service to an applicant to whom the Distributor has good and valid reason for refusing to render such service, the Distributor shall have the right to discontinue such service at any time after service has begun, even though such customer does nothing to justify the discontinuance of service during the time such service is being rendered.

3.5.6 No Release of Obligation

The discontinuance of service by Distributor for any cause as stated in this rule does not release the customer from his obligation to Distributor for the payment of minimum bill as specified in customer's application for service or other provisions of any contract between the customer and the Distributor.

3.6 DISTRIBUTOR'S LIABILITY FOR FAILURE TO CUT OFF SERVICE

Distributor shall not be liable for any loss or damage resulting from failure to cut off service after proper notification. Customer shall rely exclusively on privately owned disconnect switches rather than on the Distributor's cutting off of service.

3.7 METERING OF ELECTRIC USE

3.7.1 METER INSTALLATIONS

The Distributor will install and maintain adequate metering facilities to measure the electric power used in accordance with the appropriate rate schedule. All meters, bases, connection boxes, and devices supplied by the Distributor remain its property and will be sealed by the Distributor for the proper protection of its metering equipment. Meters installed shall be readily accessible to the Distributor's representatives for meter reading, testing, and maintenance and shall not be enclosed in areas where free and open access is not available. Meters will not be located where they may be subject to

damage or severe vibrations. Meters will not be located less than four (4) feet or more than six (6) feet from the ground.

3.7.2 Meter Tampering

No one shall do anything, which will in any way interfere with or prevent the proper registration of a meter. No one shall tamper with or work on an electric meter without the written permission of the Distributor. No one shall install any wires or other devices, which will cause electricity to pass through or around a meter without the passage of such electricity being registered fully by the meter.

3.7.3 Meter Seals

Except as provided in this paragraph, no one shall tamper with or remove an electric meter seal except for employees of the Distributor. Where seals are found to be open or cut, the Distributor shall conduct an evaluation of the meter installation for safety reasons, and investigate for possible theft of electric power. The customer shall be charged a fee for these inspections as specified in the Distributor's rate schedule. Exception: Under certain conditions and on a case by case basis, the Distributor may grant a properly licensed electrician permission to remove a meter seal for the purpose of making electrical repairs.

3.7.4 Meter Tests

The Distributor will at its own expense make periodic tests and inspections of its meters to maintain a high standard of accuracy. The Distributor will make additional test or inspections of its meters at the request of the customer. If test made at customer's request show that the meter is accurate within two percent (2%), slow or fast, no adjustment will be made in the customer's bill and a testing charge established in the Distributor's fee schedule will be made to the customer. In the case where the test shows the meter to be in excess of two percent (2%), slow or fast, an adjustment may be made in the customer's bill for a period of not over thirty (30) days prior to the date of the test, and the cost of making the test shall be borne by the Distributor. (Ord. No. 29-82, 9/7/82)

4 Customer Responsibilities and Obligations

4.1 CUSTOMER'S RESPONSIBILITY FOR VIOLATIONS OF RULES AND REGULATIONS

Where the Distributor furnishes electric service to a customer, such customer shall be responsible to the Distributor for all violations of the Rules and Regulations and Rate Schedules of the Distributor, whether violations occur on the premises served or in connection with such service. Personal participation by the customer in any such violations shall not be necessary to impose such personal responsibility on the customer.

4.2 POINT OF DELIVERY

The point of delivery is the point, as designated by Distributor, on customer's premises where current is to be delivered to building or premises. Normally, for commercial and residential overhead installations, the point of delivery is the weatherhead. For residential underground, the point of delivery is normally the meter base (except for down-run conduit). For commercial or multifamily underground, the point of delivery is normally the secondary terminal of the transformer. Where voltage is delivered at a primary voltage, the point of delivery is the meter point. All wiring and equipment beyond this point of delivery shall be maintained by the customer, unless such maintenance is the responsibility of the owner of the premises occupied by the customer.

4.3 NOTICE OF TROUBLE

Customer shall notify the Distributor immediately should the service be unsatisfactory for any reason, or should there be defect, trouble, or accident affecting the supply of electricity.

4.4 CUSTOMER'S WIRING

All wiring of customer, or of the owner of the premises occupied by the customer, must conform to Distributor's requirements and accepted modern standards as exemplified by the requirements of the National Electrical Safety Code and the National Electric Code. Distributor shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced or at any later time, and reserves the right to reject any wiring or appliances not in accordance with Distributor's standards and to discontinue service to customer until such deficiency has been corrected. Inspection or failure to inspect or failure to reject after inspection shall not render Distributor liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Distributor's rules, or from accidents which may occur upon customer's premises.

The Distributor will discontinue service immediately to any premises which, in the sole opinion of the Distributor, is unsafe or unsuitable for service delivery.

4.5 POWER FACTOR

Each commercial and industrial customer is required to maintain a minimum power factor of at least eighty-five percent (85%) but not more than one hundred percent (100%) and to provide at his expense such devices as are necessary to provide such a power factor. Power factors of commercial or industrial customers may be monitored through periodic checks of constant metering. After Distributor makes an initial determination of a power factor problem, a period of ninety (90) days will be allowed for installation of capacitors or other devices to correct for power factors. After such period, the customer shall pay charges for power factors as specified in the rate structure.

4.6 UNBALANCED LOADS

Every precaution shall be taken by the customer to maintain load balance on customer's single and three phase circuits. No load will be allowed on the Distributor's service conductors, which will create a seriously unbalanced condition.

4.7 NOTICE OF ADDITIONAL LOAD

The service connection, transformers, meters, and equipment supplied by Distributor for each customer have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of Distributor. Failure to give notice of additions or changes in load, and to obtain Distributor's consent for same, shall render customer liable for any damage to any Distributor's lines or equipment caused by the additional or changed load.

4.8 EFFECT ON THE ELECTRIC SYSTEM

Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to Distributor's system. Distributor may require customer, at his own expense, to install suitable apparatus, which will reasonably limit such fluctuations.

4.9 UNAUTHORIZED USE OR INTERFERENCE WITH ELECTRIC SUPPLY

No person shall operate any of the Distributor's switches or equipment without permission or authority from the Distributor.

4.10 ACCESS TO CUSTOMER'S PREMISES

The Distributor's identified representatives and employees shall be granted access to customer's premises at all reasonable times for the purpose of reading meters, for testing, inspecting, repairing and replacing all equipment belonging to the Distributor and for inspecting customer's wiring, appliances and premises in order to determine whether or not the customer is complying with the Distributor's Rules and Regulations. Provision of appropriate real estate rights at no cost to the Distributor for the installation and operation of electrical lines to the customer is considered a condition of service.

4.11 CUSTOMER'S RESPONSIBILITY FOR DISTRIBUTOR'S PROPERTY

Customer, or owner of the premises occupied by customer, shall provide a space for and exercise proper care to protect the property of the Distributor on the premises; and in the event of loss or damage to the Distributor's property arising from neglect of customer to care for same, the cost of necessary repairs or replacements, as determined by the Distributor, shall be paid by the customer.

4.12 STANDBY AND RESALE SERVICE

All purchased electricity (other than emergency or standby service) used on the premises of the customer shall be supplied exclusively by the Distributor and the customer shall not directly or indirectly sell (or otherwise charge) or otherwise dispose of the electric energy or any part thereof.

5 Electric Rates and Billing

5.1 RATES AND CHANGES

All electricity furnished by the Distributor shall be charged at the applicable rate in effect at the time. The Distributor shall not be obligated to consider a request for an adjustment of any bill unless, within ninety (90) days after the questioned bill is paid, the customer files with the Distributor a written objection to said bill specifying the basis for desired adjustment.

5.2 BILLING ADJUSTED TO STANDARD PERIODS

The demand charges and the blocks in the energy charges set forth in the rate schedules are based on billing periods of approximately one month. In case of the first billing of new accounts (temporary service and seasonal customers excepted) where the period covered by the billing involves fractions of a month, the demand charges and the blocks of the energy charge will be adjusted to a basis proportionate with the period of time during which service is extended.

5.3 BILLINGS

The Distributor elects a standard net payment period of fifteen (15) days for all classes of service after the date of the bill. However, the City Manager is authorized to provide an extension of the discount date, not to exceed five days, when in the best interest of the utility and when such extension is defined in a written policy, developed and available for inspection at the Utility Business Office.

The Distributor establishes for any class of service a late payment charge of five percent (5%) for any portion of bill not paid after the net payment period. Should the final date of payment of bill at the net rate fall on a Sunday or holiday, the next business day following the final date will be the last day to obtain the net rate. Remittance of net rate payment received by mail after the time limit for payment of said net rate will be accepted by the Distributor if the incoming envelope bears the United States Post Office date stamp of the final date for payment of the net amount or any date prior thereto.

Failure to receive bill shall not release customer from payment obligation, nor extend the discount date. No customer shall be entitled to pay any bill at the net rate while such customer is delinquent in the payment of any obligation in connection with electric service owed the Distributor by such customer.

If a meter fails to register, or if a meter is removed to be tested or repaired, or if electricity is received other than through a meter, the Distributor reserves the right to render an estimated bill based on the best information available.

5.4 UTILITY BILL

A residential utility bill shall be mailed monthly to every residential customer for utility service supplied during the time period shown on the utility bill. Each utility bill shall contain the following information:

- a) The time period and number of days of utility service covered by the utility bill;
- b) The utility charge and/or installment due;
- c) The date of the utility bill;
- d) The date when complete payment is due at the utility, which shall be at least fifteen (15) days from the date of the utility bill;
- e) An indication if the utility bill is based on actual or estimated measurement of the amount of utility service supplied;
- f) Notice that residential customers may call the Utilities Business Office, whose telephone number shall be listed on the utility bill, in order to:
 - Dispute the amount of the utility charge and/or installment;
 - Request the establishment of a deferred payment and execute same in writing;
 - Avoid the termination of utility service for non-payment of the amount(s) shown on the utility bill;
 - Request the restoration of utility service.

5.5 RESIDENTIAL CUSTOMER INFORMATION

The Distributor shall provide information on the following upon request:

- a) The availability and operation of deferred payment plan;
- b) The procedure to dispute a utility charge and/or an installment;
- c) The procedure to avoid termination of utility service due to non-payment of utility charges and/or installments;

- d) The procedure for tenants to avoid termination of utility service due to their landlord's non-payment of utility charges and/or installments; and
- e) The procedure to obtain reinstatement of utility service.

6 Residential Customer Disputes

6.1 GENERAL APPLICABILITY

At anytime prior to date of termination of utility service for non-payment of the amount(s) shown on a utility bill, a notice of rejection or a notice of termination, a residential customer may dispute the correctness of all or part of the amount(s) shown in accordance with the provisions of this standard. A residential customer shall not be entitled to dispute the correctness of all or part of the amount(s) if all or part of the amount(s) was (were) the subject of a previous dispute.

6.2 DISPUTE PROCEDURE

The City Manager shall develop and have available for inspection at the Business Office a written policy and procedure for disputed amounts. The procedure will include the opportunity for a customer to state their objections to the billing and to receive due consideration and receive a written response which delineates the findings and reasoning of the City.

7 Residential Rental Property

7.1 GENERAL

A residential customer who is the owner of residential rental property housing one or more tenants who are not residential customers of the Distributor for utility service to the dwelling in which such tenant is housed, shall provide the following when requesting termination of utility service to such dwelling:

- a) Name of all tenants residing in such dwelling where service is to be terminated; and
- b) Mailing address of all such tenants.

7.2 NOTICE BY PROPERTY OWNER

The residential customer shall in addition thereto give such tenants written notice that utility service is to be terminated for the dwelling in which said tenants reside.

7.3 NOTICE BY DISTRIBUTOR

The notice shall include the date such service is to be terminated. Provisions hereafter requiring the Distributor to notify the tenants of such dwelling shall not relieve the residential customer from giving notice herein required.

Upon notification from a landlord of residential rental property that tenants are occupying rental units at the service address for which service termination is requested, the Distributor will delay termination of utility service for three (3) days and serve notice to the tenant(s) by posting a notice on the premise in a conspicuous location.

The notice shall include the following:

- a) Landlords name, address and telephone number;
- b) Address of utility service that is to be terminated;
- c) Date of utility service(s) disconnection;

- d) Advisement to the tenant(s) on what procedures are necessary to avoid termination of utility service(s); and
- e) The Distributor's office location, hours of operation and telephone number.

8 Deferred Payment Plan

The City Manager shall develop and have available for inspection at the Business Office a written policy allowing for differed payment of residential accounts. The policy shall be specific in the requirements and qualifications for residential customers and provide for written acceptance of the plans by the customer.

9 Service Termination Procedure for Non-Payment

The provision of this section shall govern all terminations of utility service for non-payment of utility charges and/or installments.

9.1 TERMINATION NOTICE REQUIRED

If by the payment date shown on a utility bill or a deferred payment plan, the Distributor has not received complete payment of the amount(s) shown on the bill or the payment plan, the Distributor shall mail to, deliver through a mutually agreed electronic means (such as text messages, email, or other), or personally serve upon the customer a notice of termination at least five (5) days after the payment date.

9.1.1 The notice contents

- a) The date of the notice of termination.
- b) The amount to be paid.
- c) The date of termination, which shall be at least five (5) days from the date of the notice of termination.
- d) Notice that unless the Distributor receives complete payment of the amount shown prior to the date of termination, utility service shall be terminated under item seven (7) of this section.
- e) Notice that in lieu of paying the amount shown, an eligible residential customer, prior to the date of termination, may request the establishment of a deferred payment plan.
- f) Notice that in lieu of paying the entire amount shown a residential customer, prior to the date of termination, may notify the utility that he disputed the correctness of all or part of the amount shown, if all or part of the amount shown was not the subject of a previous dispute under section 24.

9.1.2 Customer Response to Notice

If the Distributor receives payment of the entire amount shown on the notice of termination prior to the date of termination, such payment shall be considered a timely and complete payment for purposes of this standard.

The Distributor shall terminate utility service to the residential customer on the date of termination if, prior to the date of termination: 1) The Distributor has not received complete payment of the amount shown on the notice of termination; 2) The residential customer has not requested the establishment of a deferred payment plan; and 3) The residential customer has not notified the Distributor that he/she

disputes the correctness of all or part of the amount shown on the notice of termination.

9.2 LIMITATION ON TERMINATION OF UTILITY SERVICE

- a) The Distributor shall terminate utility service for nonpayment of utility charges and/or installments only during the hours of 8:00 a.m. to 5:00 p.m., Monday through Thursday. No terminations for non-payments shall be permitted on a legal holiday or on the day before a legal holiday as declared by the Distributor.
- b) The City Manager shall develop, maintain and have available for inspection at the Business Office a written policy with regards to service termination during severe weather, including specifically severe heat or severe cold. The policy shall provide that postponement not extend beyond the period during which extreme weather exists or is forecasted to exist.
- c) The City Manager shall develop, maintain and have available for inspection at the Business Office a written policy with regards to termination of service due to non-payment in cases of a documented medical hardship. The policy shall specify acceptable documentation accepted as evidence of medical hardship, provide for periodic review and renewal of such documentation and provide that a written notice of pending termination be delivered at least twenty-four hours, which must include one full business day, prior to disconnection to allow for the customer to resolve the billing delinquencies or to make other arrangements for housing or medical care. Delay of termination for medical hardship shall not exceed three days, except for circumstances described in sections a) and b) above.
- d) Service may not be terminated for non-payment of a bill except after affording the affected customer due process. Reasonable prior written notice shall be given before termination for non-payment.

9.3 REINSTATEMENT OF UTILITY SERVICES

In the event of termination of utility service in accordance with the provisions of this standard, the Distributor shall reinstate utility service to the residential customer within twenty-four (24) hours of the utility's receipt of the complete payment of the amount whose non-payment prompted the termination along with such fees as are specified below for reconnection. Such payment shall not be considered a timely payment for purposes of this standard.

10 Reconnection of Electric Power

10.1 RECONNECTION CHARGE (NON-PAYMENT ACCOUNTS)

Whenever service has been discontinued by Distributor as provided previously, a service charge specified in the Distributor's fee schedule will be assessed and collected in addition to any delinquent balance due before service is restored to the customer. When Distributor makes a call to disconnect service and if for any reason does not disconnect service, a charge-specified in the Distributor's fee schedule will be made.— Different charges will be established for residential and commercial accounts and higher charges will be established and collected when connections and reconnections are performed after normal hours or when special circumstances warrant. The Distributor shall have the authority to waive this connection charge in any case where such waiver is to the best interest of the Distributor.

10.2 CONNECTION AND RECONNECTION CHARGES

Whenever a customer requests that power be disconnected for routine maintenance or scheduled work, the Distributor will provide such services when practical during normal business hours for no charge. Such work done after the Distributor's normal operating hours, or scheduled in such a way that they are not completed in normal operating hours will only be conducted at the full cost of the requesting party; providing however, that there shall be no charge in the event of connection in relation to emergency disconnections and connections.

11 Termination of Service by Customer

Customers who have fulfilled their contract term and wish to discontinue service must give Distributor at least-ten (10) days written notice to that effect, unless their contract specifies otherwise. Notice to discontinue service prior to expiration of contract term will not relieve customer from any minimum or guaranteed payment under contract or applicable rate schedule.

12 Information to Customers

Distributor shall reasonably inform customers about rates and services practice policies by making such information available upon application for service and at any other time upon request. Such items shall also be available through electronic means, including the distributor's web page if feasible.

Distributor, as it determines appropriate, shall utilize channels such as mail, annual report, newspaper, radio, public meetings and agendas thereto and utility bill to inform customers about rates and service policies.

All retail rate actions initiated by Distributor shall be conducted at a public meeting of the City Council, announced in accordance with Tennessee State Law. The agenda for the meeting must be available to the public for inspection or via the City of Oak Ridge Website. Further, the agenda, including pending rate actions must be provided to media outlets prior to the meeting.

Distributor, on request by the customer of record, shall provide a statement of the monthly consumption for the prior twelve (12) months if it is reasonably ascertainable. A non-customer requesting a statement of a particular account shall be required to pay the cost incurred by the Distributor to provide the statement, as established in the fee structure.

13 City Manager Authorized to Execute Power Contracts

A written contract between the Distributor and Customer shall be required in all instances where a customer's demand for electric power exceeds fifty (50) kilowatts. The City Manager or his specifically authorized representative shall be authorized to enter into and execute such contracts on behalf of the Distributor. The provisions of such contract shall be in accordance with these rules and regulations, applicable rate schedules, and all actions of Council regarding the provision of electrical power and service.