

Load Monitoring Agreement

Account: _____
Service Location: _____
Date: _____

RE: PROVISION FOR EQUIPMENT DESIRED
BY YOU FOR USE IN MONITORING LOAD

Gentlemen:

This letter represents an agreement by the City of Oak Ridge Electric Department ("CORED") concerning the installation of relays and related equipment (hereinafter referred to as "Special Metering Facilities") to provide information needed for controlling the power load at your service location at _____ (hereinafter referred to as the "Customer's Plant").

Special Metering Facilities can reduce costs by eliminating the need to duplicate CORED metering equipment at your plant. The purpose of this agreement is to accommodate your needs without profit.

Accordingly, you and CORED agree to the following:

1. This letter constitutes an agreement for special services that may be terminated at any time by either party. This special service is not a part of the utility services CORED undertakes to offer generally to its electric customers.
2. Upon payment as outlined below, CORED will install Special Metering Facilities for the purpose of supplying metering impulses to the Customer to be used for load control at the Customer's Plant.
3. To compensate CORED for its cost in connection with the purchase and installation of the Special Metering Facilities, Customer agrees to pay CORED \$ 250.00. (A figure representing the cost of installation and operation of the Special Metering Facilities.)
4. If it is necessary for CORED to repair or replace any or all of the Special Metering Facilities, Customer agrees to pay CORED the cost of all such repairs and of all such replacements.
5. CORED shall have the right to alter and maintain its metering equipment even if such activities render Customer's Special Metering Facilities ineffective or inoperable. Except in the case of failure of CORED's metering equipment, CORED will give Customer advance notice of at least seven (7) calendar days of planned changes, alterations, adjustments, and tests. In the case of metering equipment failure, the advance notice period will be at the discretion of CORED.
6. CORED makes no representation, claim, or warranty, expressed or implied, as to the currency or fitness of the Special Metering Facilities or of the pulses for any purposes for which Customer uses or will use such pulses, and CORED shall not be liable to Customer for the results of any failure thereof or any inaccuracies therefrom. All implied warranties of the merchantability of the Special Metering Facilities and the fitness thereof for a particular purpose, are hereby disclaimed by CORED and excluded from this agreement.
7. CORED retains the right to change the value of pulses, the frequency of pulses, and source of pulses as deemed necessary by CORED. Advance notice of said changes will be made when practical.
8. Customer shall operate Customer's equipment and electrical facilities at Customer's Plant so as to prevent interference with the Special Metering Facilities or any other CORED facilities.
9. Customer agrees to be liable to CORED for any damage to CORED's property and to indemnify CORED from any claims arising out of the installation of the Special Metering Facilities.
10. This agreement is subject to the Rules and Regulations of the Electric Department of the City of Oak Ridge, as amended.

- 11. This agreement shall become effective upon payment outlined in Section 3, and shall continue in effect until terminated. Either party hereto shall have the right to terminate this agreement upon thirty (30) days written notice.
- 12. This letter represents entire agreement concerning Special Metering unless such changes are in writing.

If this letter is satisfactory, please sign and return one signed copy with the required payment to CORED at the address below:

City of Oak Ridge
Electric Department
P.O. Box 1
Oak Ridge, TN 37831
Attn: Engineering

Thank you for your cooperation and we look forward to supplying your energy needs.

Sincerely,

By: _____
Jack L. Suggs
Electrical Director
City of Oak Ridge

Accepted:

By: _____
Signature

Date: _____

Name

Title

For _____
Company

Mailing Address

Telephone