



**RESOLUTION NO. 15-\_\_\_\_\_**

**WHEREAS**, the City of Huntsville, Alabama (hereinafter referred to as Distributor), and Tennessee Valley Authority (hereinafter referred to as TVA), did heretofore enter into a contract dated May 26, 1980 (which contract, as amended and supplemented, is hereinafter called the Power Contract); and

**WHEREAS**, the Distributor and TVA have entered into the Green Power Providers Agreement dated October 22, 2012, as amended, (GPP Agreement), under which TVA acquires electric energy from qualifying renewable generation systems installed and/or owned by Distributor or customers served by Distributor; and

**WHEREAS**, on March 28, 2014, TVA sent notice to Distributors which eliminated any requirement to install interval metering for approved and operating systems of 50kW or less under the Green Power Providers Program; and

**WHEREAS**, TVA and Distributor wish to amend the GPP Agreement to incorporate this change, along with other modifications;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that it does approve the aforesaid Amendatory Agreement and Tommy Battle, as Mayor of the City of Huntsville, Alabama, be, and he is authorized to execute said amendment for and on behalf of the City of Huntsville, Alabama, and the Clerk-Treasurer be and he is hereby authorized to attest the same and to affix thereto the seal of the City of Huntsville, Alabama, all in as many counterparts as may be necessary.

**BE IT FURTHER RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement by and between the City of Huntsville and the Tennessee Valley Authority on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement between City of Huntsville, Alabama, and Tennessee Valley Authority, (GPP Amendment 2015)" consisting of 6 pages and having an effective date of January 1, 2015, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
President of the City Council of  
The City of Huntsville, Alabama

**APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**AGREEMENT**  
**Between**  
**CITY OF HUNTSVILLE, ALABAMA**  
**And**  
**TENNESSEE VALLEY AUTHORITY**

Date: \_\_\_\_\_

TV-54501A, Supp. No. 127

THIS AGREEMENT, made and entered into by and between the CITY OF HUNTSVILLE, ALABAMA (Distributor), a municipal corporation created and existing under and by virtue of the laws of the State of Alabama; and TENNESSEE VALLEY AUTHORITY (TVA), a corporation created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended (TVA Act);

**W I T N E S S E I H:**

WHEREAS, TVA and Distributor have entered into a power contract dated May 26, 1980, as amended (Power Contract), under which Distributor purchases its entire requirements for electric power and energy from TVA for resale; and

WHEREAS, TVA and Distributor have entered into a Green Power Providers Agreement dated October 22, 2012, as amended (GPP Agreement), under which TVA acquires electric energy from qualifying renewable generation systems installed or owned by customers served by Distributor (Customers) through Green Power Providers Participation Agreements (Participation Agreements) among TVA, Distributor, and Customers; and

WHEREAS, on March 28, 2014, TVA sent notice to Distributors which eliminated any requirement to install interval metering for approved and operating systems of 50 kW or less under the Green Power Providers Program; and

WHEREAS, TVA and Distributor wish to amend the GPP Agreement to incorporate this change, along with other modifications;

NOW, THEREFORE, for and in consideration of the premises and of the agreements set forth below, and subject to the TVA Act, the parties agree as follows:

**SECTION 1 - TERM OF AGREEMENT**

This agreement will become effective January 1, 2015 (Effective Date), and will continue in effect until the termination or expiration of the GPP Agreement.

**SECTION 2 - DEFINITIONS**

Sections 2.7, 2.19, and 2.21 of the GPP Agreement are replaced with the following corresponding sections:

## SECTION 2.7 - DISTRIBUTOR METER OPTION

"Distributor Meter Option" will mean the Generation Meter and remote communication access option available to Distributor for Participants that have interval metering in accordance with section 6.1. Under this option, Distributor will (a) purchase and install a Generation Meter and (b) make the arrangements necessary to allow remote communication access to the metering data recorded by the Generation Meter. Subject to the limitations provided for in section 3.3, TVA will reimburse Distributor for the (i) cost of the Generation Meter, (ii) one-time cost of the remote communication installation, and (iii) monthly communication access cost.

## SECTION 2.19 - SITE

"Site" will mean Participant's residential, commercial, or industrial real estate and associated personal property to which the Qualifying System is connected, the address of which is identified under the Participant's power billing account. In addition, the Site must meet the following requirements:

- (a) The property must receive its retail electric distribution service from Distributor at the location of the Qualifying System, and
- (b) The Qualifying System must be located on the same premises of Participant where the Participant's own electrical load is located.

Furthermore, the Site will meet the additional and then-current applicable requirements set forth in the Participation Agreement and the Guidelines.

TVA may modify its definition of a Site at any time upon thirty (30) Calendar Days' notice to Distributor. Said notice will be deemed properly given if provided electronically either by electronic mail or by posting electronically on a computer-based information system designated by TVA for such purpose.

## SECTION 2.21 - TVA-VENDOR METER OPTION

"TVA-Vendor Meter Option" will mean the Generation Meter and remote communication access option available for Participants with Qualifying Systems that have interval metering in accordance with section 6.1. Under this option, Distributor installs a Generation Meter it has selected from specifications submitted to a TVA-selected third-party vendor. The TVA-selected third-party vendor will be responsible for providing the metering data recorded in the Generation Meter that it obtains through remote communication access. TVA will directly pay the TVA-selected third-party vendor as provided for in subsection 3.3.4 for the Generation Meter and for the provision of the metering data recorded by the Generation Meter.

### **SECTION 3 - DISTRIBUTOR RESPONSIBILITIES**

Subsections 3.2.5, 3.2.6, and 3.2.8 of the GPP Agreement are replaced with the following corresponding subsections:

- 3.2.5 For a Qualifying System equipped with interval metering, elect either the TVA-Vendor Meter Option or the Distributor Meter Option for that Participant with regard to the Generation Meter and remote communication access:
- i. If the TVA-Vendor Meter Option is selected:
    1. Order a Generation Meter from the TVA-selected third-party vendor,
    2. Install the Generation Meter, and
    3. Cooperate with TVA and the TVA-selected third-party vendor to enable necessary generation data collection and delivery to TVA.
  - ii. If the Distributor Meter Option is selected:
    1. Purchase a Generation Meter,
    2. Install the Generation Meter,
    3. After execution of the System Acceptance Form, submit receipts and an invoice to TVA to be reimbursed for the actual cost of the installed Generation Meter,
    4. If cellular service is not available, submit receipts and an invoice to TVA to be reimbursed for the costs associated with the installation of the remote communication access for the Generation Meter. It is expressly recognized that Distributor will not be responsible for any amount of the cost of installation that exceeds the maximum reimbursement amount from TVA (\$500),
    5. Submit receipts and an invoice to TVA for the first month's communication access expenses, and
    6. Approve subsequent monthly invoices provided by TVA for the remote communication expenses; and
- 3.2.6 For a Qualifying System equipped with non-interval metering,
- i. Select, purchase, and install a Non-Interval Generation Meter, and
  - ii. Submit receipts and an invoice to TVA to be reimbursed for the actual cost (up to the maximum cost specified in subsection 3.3.7) of the installed Non-Interval Generation Meter; and
- 3.2.8 Submit to TVA the completed System Acceptance Form; and

### **SECTION 4 - TVA RESPONSIBILITIES**

Subsection 3.3.7 of the GPP Agreement is replaced with the following corresponding subsection, and subsections 3.3.11, 3.3.12, and 3.3.13 are added:

- 3.3.7 Reimburse Distributor up to \$250 for each installed Non-Interval Generation Meter at the Site based upon actual costs and submitted invoices, as documented on submitted receipts. Distributor is responsible for any amount of the cost of each Non-Interval Generation Meter that exceeds the amount reimbursed by TVA; however, Distributor may elect to require each

of its Participants to pay such additional cost, if any. Upon proof of failure of a Non-Interval Generation Meter, and if a replacement Non-Interval Generation Meter is needed at the Site, TVA will reimburse Distributor \$250 for such replacement. TVA will not provide any reimbursement for any future failure(s) of the Interval Generation Meter after the first replacement and reimbursement; and

3.3.11 Not be obligated to reimburse for a replacement Interval Generation Meter, or associated remote communication access, on an existing Qualifying System that has a Non-Interval Generation Meter, if, in accordance with section 6.1, Distributor previously did not require Interval Generation Meters on any Participant's Qualifying System that has a nameplate generation capacity of less than or equal to 50 kW, and now requires Interval Generation Meters on said Qualifying System; and

3.3.12 Not be obligated to reimburse for a replacement Non-Interval Generation Meter on an existing Qualifying System that has an Interval Generation Meter, if, in accordance with section 6.1, Distributor elects to no longer require Interval Generation Meters on any Participant's Qualifying System that has a nameplate generation capacity of less than or equal to 50 kW; and

3.3.13 Reserve the right to modify or adjust the reimbursements described in section 3.3 at any time upon thirty (30) days' written notice to Distributor. Said notice will be deemed properly given if provided electronically either by electronic mail or by posting electronically on a computer-based information system designated by TVA for such purpose.

## **SECTION 5 - TVA-VENDOR BILLING OPTION ADMINISTRATION**

Subsection 5.4.2 of the GPP Agreement is replaced with the following corresponding subsection:

5.4.2 Premium Rate Portion of Generation Credit. Based upon generation data of each Qualifying System submitted to TVA via the Reporting System, Vendor will endeavor to deliver to Participant, within ten (10) Business Days following the end of each calendar month, a statement showing energy delivered from the Qualifying System during the previous calendar month and a computation of the payment due to Participant. Such payment will be calculated by applying the applicable Premium Rate to the kWh energy measured by the Generation Meter. In the event that generation information of a Qualifying System is not promptly provided due to events such as meter malfunction or communications failure, the time period in which Distributor may deliver said data to TVA may be extended as appropriate. Payments due, if any, by Vendor under this subsection 5.4.2 are due within thirty (30) Calendar Days of the date of the statement.

## **SECTION 6 - GENERATION METERING FACILITIES**

Section 6.5 is hereby removed and no longer of force and effect, and sections 6.1 and 6.2 of the GPP Agreement are replaced with the following corresponding sections:

### **SECTION 6.1 - INTERVAL GENERATION METER**

An Interval Generation Meter will be used if any of the following apply: (a) the Participant's Qualifying System has a nameplate generation capacity greater than 50 kW, (b) the Participant's Qualifying System has a nameplate generation capacity of less than or equal to 50 kW, but the Participant's Billing Meter is Demand-Metered, and Distributor has chosen Option 2 Metering Connection, (c) Distributor elects to install an Interval Generation Meter, or (d) modifications to the Qualifying System or Participant's Billing Meter result in the qualifications stated in clauses (a), (b), or (c) above being met.

### **SECTION 6.2 - NON-INTERVAL GENERATION METER**

A Non-Interval Generation Meter may be used on any Participant's Qualifying System that has a nameplate generation capacity less than or equal to 50 kW and either (a) the Participant's Billing Meter is not Demand-Metered, or (b) the Participant's Billing Meter is Demand-Metered and Distributor has chosen Option 1 Metering Connection.

## **SECTION 7 - MISCELLANEOUS PROVISIONS**

Section 7.2 of the GPP Agreement is replaced with the following section:

### **SECTION 7.2 - DISTRIBUTOR INVOICE TO TVA FOR REIMBURSEMENTS**

For eligible reimbursable expenses, Distributor will invoice TVA for the reimbursable expenses identified under Article V above and will endeavor to deliver said invoice to TVA within ten (10) Business Days following the completion and submittal of the System Acceptance Form or by the end of the calendar month, whichever comes first. TVA will pay within thirty (30) Calendar Days after receiving a proper invoice. A proper invoice must include the TVA Purchase Order number assigned to this Distributor Agreement and must be uniquely numbered, dated, itemized in detail (including identification of individual Sites to which charges relate), and accompanied by all reasonable supporting documentation specified by TVA.

## **SECTION 8 - RATIFICATION OF THE POWER CONTRACT**

The Power Contract, as supplemented and amended by this agreement, is ratified and confirmed as the continuing obligations of Distributor and TVA.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives, as of the day and year first above written.

**CITY OF HUNTSVILLE, ALABAMA**

By \_\_\_\_\_  
Title:

**TENNESSEE VALLEY AUTHORITY**

By \_\_\_\_\_  
Senior Manager  
Power Customer Contracts