

14-R-3005

(Do Not Write Above This Line)

A RESOLUTION BY COUNCILMEMBER

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN INITIAL CUSTOMER BASELINE LOAD AGREEMENT ("AGREEMENT") WITH THE GEORGIA POWER COMPANY ("GPC") TO INSTALL ELECTRICAL FACILITIES AND PROVIDE ELECTRICITY ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS FOR THE ATLANTA STREETCAR PROJECT, INCLUDING ITS VEHICLE MAINTENANCE FACILITY LOCATED AT 274 AUBURN AVENUE, ATLANTA, GA 30303. ALL CONTRACTED SERVICES SHALL BE CHARGED TO AND PAID FROM THE FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

[Signature]

ADOPTED BY

CONSENT REFER

REGULAR REPORT REFER **FEB 03 2014**

ADVERTISE & REFER **COUNCIL**

1ST ADOPT 2ND READ & REFER

PERSONAL PAPER REFER

Date Referred Referred To: *1/6/14 Transportation*

Date Referred Referred To:

Date Referred:

Referred To:

Committee _____
Date _____
Chair _____
Referred To _____

Committee *TRANSPORTATION*

Date *January 15, 2014*

Action *Hold* (see rev. side)
Other _____

Members _____

Refer To _____

Committee _____

Date _____

Chair _____

Action _____ (see rev. side)
Other _____

Members _____

Refer To _____

Committee _____

Date _____

Chair _____

Action _____
Fav, Adv, Hold (see rev. side)
Other _____

Members _____

Refer To _____

Committee _____

Date _____

Chair _____

Action _____
Fav, Adv, Hold (see rev. side)
Other _____

Members _____

Refer To _____

FINAL COUNCIL ACTION
 2nd 1st & 2nd 3rd Readings
Consent V Vote RC Vote

CERTIFIED
FEB 08 2014
ATLANTA CITY COUNCIL PRESIDENT
[Signature]

CERTIFIED
FEB 08 2014
Rodney B. ...
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

FEB 12 2014

WITHOUT SIGNATURE BY OPERATION OF LAW

3509

**A RESOLUTION
BY COUNCILMEMBER C.T. MARTIN**

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN INITIAL CUSTOMER BASELINE LOAD AGREEMENT (“AGREEMENT”) WITH THE GEORGIA POWER COMPANY (“GPC”) TO INSTALL ELECTRICAL FACILITIES AND PROVIDE ELECTRICITY ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS FOR THE ATLANTA STREETCAR PROJECT, INCLUDING ITS VEHICLE MAINTENANCE FACILITY LOCATED AT 274 AUBURN AVENUE, ATLANTA, GA 30303; ALL CONTRACTED SERVICES SHALL BE CHARGED TO AND PAID FROM THE FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") was awarded a TIGER II grant to fund the construction of the Atlanta Streetcar Project ("Atlanta Streetcar"); and

WHEREAS, the first phase of the Atlanta Streetcar will extend for approximately 2.7 miles in the heart of Atlanta's downtown, business, tourism and convention corridor located along Peachtree Street, Luckie Street, Edgewood Avenue and Auburn Avenue, connecting Centennial Olympic Park with the Sweet Auburn and Edgewood districts; and

WHEREAS, the Atlanta Streetcar will include the use of four state of the art modern streetcar vehicles (“Siemens S70 Streetcars”) powered by electrical propulsion and supported by an overhead catenary system; and

WHEREAS, completion of the Atlanta Streetcar will include the construction of a Vehicle Maintenance Facility located at 274 Auburn Avenue, Atlanta, GA 30303 (“Premises”); and

WHEREAS, the City occupies, as lessee, the Premises and has made application for electricity to be supplied by GPC to the Premises and the Atlanta Streetcar; and

WHEREAS, the facilities of GPC are not now available; however, GPC is willing to make its facilities available to the Atlanta Streetcar; and

WHEREAS, in order to accomplish the delivery of electricity to the Siemens S70 Streetcars and the Vehicle Maintenance Facility, it is necessary for the City to enter into the Agreement with GPC, to establish the terms and conditions of said delivery.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS AS FOLLOWS:

Section 1: The Mayor or his designee is hereby authorized to execute an Agreement on behalf of the City with GPC for the installation of GPC facilities and the provision of electricity services to the Atlanta Streetcar and its Vehicle Maintenance Facility, and other needed locations.

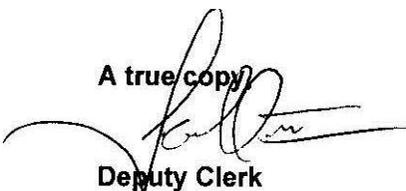
Section 2: All contracted work shall be charged to and paid from Fund 1001 (General Fund), Department 130301 (Office of Transportation Administration), Account 5312201 (Util, Natural Gas), and Function Activity 7550001 (Streetcar Project).

Section 3: The City Attorney is hereby directed to prepare the Agreement appropriately for execution by the Mayor or his designee.

Section 4: The Agreement shall not become binding on the City, and the City shall incur no liability upon same, until the Agreement has been executed by the Mayor or his designee and delivered to GPC.

Section 5: This Resolution shall become effective immediately upon signing by the Mayor or as otherwise provided by the operation of law.

A true copy


Deputy Clerk

ADOPTED by the Atlanta City Council
APPROVED as per City Charter Section 2-403

FEB 03, 2014
FEB 12, 2014



Account Rep: Ren McDearis
 Account #:

CONTRACT FOR ELECTRIC SERVICE

THIS CONTRACT for electric service is entered into this _____ day of _____, ("Effective Date") between Georgia Power Company ("Company") and City of Atlanta ("Customer").

IN CONSIDERATION of the mutual agreements hereinafter contained, IT IS AGREED:

1. Scope. Company will supply electric service to Customer, and Customer will purchase, receive and pay Company for such service in accordance with this Contract.

2. Rules, Regulations and Rates. Georgia state law and the rules, regulations and applicable rate schedules of Company as may be filed with and regulated by the Georgia Public Service Commission govern this service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this contract as provided by law. Copies of current rules, regulations and applicable rate schedules are available from Company upon request and may be attached to this Contract.

3. Term. The term of this Contract shall be five(05) year(s) from the commencement of electric service under this Contract. The Contract shall continue in effect thereafter until terminated by either party providing written notice to the other in accordance with the rules, regulations and applicable rate schedules.

4. Service. The characteristics of the service to be furnished under this Contract are as follows:

- a. Premise location: Streetcar - need permanent service billing address
- b. Frequency: Approximately sixty (60) hertz
- c. Voltage and Phase: 19.8 kV 3 phase
- d. Delivery Point: N/A
- e. Rate Schedule(s): RTP - ET
(for RTP Attach Terms and Conditions and CBL Agreement)
- f. Service level: Transmission Primary Secondary TOU-FCR
- g. Rate Rider(s): ECCR, NCCR, FCR, MFF
- h. Commencement of electric service not later than:
- i. Contract Capacity: 2000
- j. Minimum billing demand: 0 kW

5. Additional Provisions. Additional terms and conditions relating to the provision of service to the premises identified in paragraph 4 herein may be attached hereto. Such attached terms and conditions shall be controlling over any conflicting terms set forth herein. The following such terms and conditions are attached hereto and incorporated by reference:

- Build-Up Terms and Conditions (In excess of a two month build-up period. The term designated on this contract shall be extended by the build-up period.)
- Interruptible Service Terms and Conditions
- Demand Plus Energy Credit Terms and Conditions
- Meter-Totalization Terms and Conditions
- Multiple Load Management Terms and Conditions
- Modernization Rider Terms and Conditions
- CBL Agreement and Real Time Pricing Terms and Conditions (RTP-DA and RTP-HA)

6. Payment. During the term of this Contract, Customer will pay monthly charges calculated in accordance with the applicable rules, regulations and rate schedules.

7. Equipment. Customer, at its expense, shall maintain and operate its equipment so that it does not cause unacceptable voltage fluctuations, unacceptable harmonic current usage, overload, or other disturbances on Company's electrical and communications systems, or affect the safe, economical and reliable operation of Company's electric system. Customer, at its expense, shall immediately correct any such unacceptable use of electric power, including the provision of suitable apparatus to prevent or cure such effects where necessary. The specifications of unacceptable voltage fluctuations and unacceptable harmonic current usage are outlined in the current copies of the Southern Company Voltage Flicker Policy and the Southern Company Harmonics Policy which are available upon request.

8. Limitation of Liability. Company does not guarantee that service will be free from, and Company shall not be liable for, interruptions, surges, voltage fluctuations or disturbances. Company shall have no liability for any loss or damage from any loss of service, or delay in providing service.

9. Assignment of Contract. Customer may not assign this Contract without written consent of Company. Such consent shall not be unreasonably withheld.

10. Remedies. In the event of default by either party, the non-defaulting party may pursue any and all judicial and administrative remedies and relief available.

11. Non-waiver. The parties agree that this Contract does not preclude the Company from collecting any additional costs as directed or authorized by a legislative body, administrative body, or court having jurisdiction over such issues.

12. Miscellaneous. A waiver of one or more defaults by either party shall not be deemed a waiver of any other or subsequent default by such party. This Contract, upon becoming effective, shall cancel and supersede any previously existing agreement covering supply by Company to Customer of electric energy to the premise identified in this contract. This document, those documents incorporated by reference and any attachments constitute the entire agreement between the parties. No modification of this Contract, except as provided in paragraph 2 above, shall be binding unless it is in writing and accepted by Customer and Company. This Contract shall be governed by the laws of the State of Georgia.

13. Prior Agreements. This Contract for Electric Service, upon becoming effective, shall cancel and supersede any previously existing Contracts for Electric Service or other agreement covering service to this premise.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives, as of the Effective Date hereof.

City of Atlanta

GEORGIA POWER COMPANY

Signature: _____

Signature: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

INITIAL CUSTOMER BASELINE LOAD (CBL) AGREEMENT For New Accounts RTP-DA

The customer, **CITY OF ATLANTA (Streetcar acct)**, Account Number: **NEW ACCOUNT**, has agreed that the following information will constitute the basis for their CBL:

CBL Rate: ET CBL Rider: None FCR Level: Primary
CBL Type: 8760 * Minimum Billing Demand: 0 Contract Capacity:

| Initial Month: Initial Year: | Est. Final Total Peak kW** | Est. Final Total kWh** | CBL Peak kW** | CBL kWh** | CBL Billing Demand** (On- Peak/Econ for TOU) |
|---------------------------------|-------------------------------|---------------------------|---------------|----------------|--|
| January | 1,323 | 406,449 | 132 | 40,691 | 0 |
| February | 902 | 364,681 | 90 | 36,503 | 0 |
| March | 779 | 366,619 | 78 | 36,700 | 0 |
| April | 749 | 357,141 | 75 | 35,744 | 0 |
| May | 763 | 385,580 | 76 | 38,596 | 0 |
| June | 855 | 382,992 | 86 | 38,341 | 0 |
| July | 987 | 433,205 | 99 | 43,349 | 0 |
| August | 1,329 | 444,017 | 133 | 44,440 | 0 |
| September | 843 | 378,695 | 84 | 37,898 | 0 |
| October | 789 | 370,612 | 79 | 37,102 | 0 |
| November | 825 | 374,728 | 83 | 37,511 | 0 |
| December | 877 | 392,213 | 88 | 39,261 | 0 |
| Peak/Total | 1,329 | 4,656,932 | 133 | 466,136 | |

* 2 Point CBL Not Available to School or TOU Type Rates

**Data is based on Calendar Month ½ hourly data and may differ from billing data due to the type CBL selected by the customer, the billing cycle and from mapping the CBL into future years for billing.

CBL Information:

The Customer shall pay an Administrative Charge of \$155.00 per month.

Final CBL is 10.00% of the total loadshape and is based upon:

- Actual/Estimated Interval/Billing Data from calendar year: 2012 which was developed from:
 - Template Interval Data
- Footprint (Load shape based on a previously demonstrated CBL level for the same customer using similar facilities in terms of basic design and energy requirements and any equipment used to achieve demonstration level).
- Demonstration (required if not a Footprint or if under 100% of Final Total Commercial Loadshape or 60% of Final Total Industrial Loadshape).

Demonstration Level: 0 kW (Based on highest summer demand in CBL)

Special Term/Conditions (see also Real Time Pricing Terms and Conditions):

Billing demands are 0 due to the Electric Transportation rate.

Georgia Power Company Client Manager: Ren McDearis

| |
|--|
| Customer Location: Edgewood Avenue, Atlanta, GA |
| Signature: _____ |
| Title: _____ |
| Date: _____ |

RCS# 82
2/03/14
6:02 PM

Atlanta City Council

MULTIPLE

14-R-3004 AND 14-R-3005

ADOPT

YEAS: 12
NAYS: 1
ABSTENTIONS: 0
NOT VOTING: 2
EXCUSED: 0
ABSENT 1

| | | | |
|-----------|-------------|-----------|-------------|
| Y Smith | Y Archibong | N Moore | Y Bond |
| NV Hall | Y Wan | Y Martin | Y Norwood |
| Y Young | Y Shook | Y Bottoms | Y Dickens |
| Y Winslow | Y Adrean | B Sheperd | NV Mitchell |

MULTIPLE