# ORDINANCE NO. 20090820-062

## AN ORDINANCE AMENDING EXHIBIT A TO ORDINANCE NO. 20080908-006 TO ADJUST THE BATCH 6 GREEN POWER CHARGE TO THE GREENCHOICE® ENERGY RIDER.

## BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

**PART 1.** The GreenChoice Energy Rider in Exhibit A to Ordinance No. 20080908-006, Austin Energy's Electric Rate Schedule, is amended to read:

CITY OF AUSTIN
ELECTRIC RATE SCHEDULE
GREENCHOICE® ENERGY RIDER

Application:

The charges set forth in this rider apply to those customers who choose to participate in Austin Energy's GreenChoice® program. By subscribing to the GreenChoice® program, participants will assist Austin Energy in adding renewable energy resources by paying a Green Power Charge as provided by this rider. The Batch-1 Green Power Charge applies to residential service and general service non-demand customers who subscribed in writing to Austin Energy's GreenChoice® program before October 13, 2000, except as provided for in the Electric Rate Schedule Residential Service, and to other customers who subscribed in writing before September 22, 2000. The Batch-2 Green Power Charge applies to those customers who subscribe in writing to the GreenChoice® program after the Batch-1 dates, but before December 6, 2003. The Batch-3 Green Power Charge applies to those customers who subscribe in writing to the GreenChoice® program after the Batch-2 dates, but before April 22, 2005. The Batch-4 Green Power Charge applies to those customers who subscribe to the GreenChoice® program after the Batch-3 dates but before March 31, 2006. The Batch-5 Green Power Charge applies to those customers who subscribe to the GreenChoice® program after January 14, 2008. The Batch-6 Green Power Charge applies to those customers who subscribe to the GreenChoice® program after January 1, 2009.

On or after March 28, 2001, GreenChoice® participants pay a Green Power Charge, rather than the normal Fuel Adjustment Factor, on that portion of their monthly energy use that is designated as GreenChoice® energy. Subscriptions to GreenChoice® shall continue for the full term of this rider unless terminated sooner in accordance with the terms of this rider. Aside from the Green Power Charge, participants' usage will otherwise be priced in accordance with all applicable rate tariffs and riders otherwise governing participant's electric service, including all energy rates, demand rates, and other charges and adjustments that may apply to participant's service.

Participants' subscriptions under this rider will support Austin Energy's acquisition of renewable energy. This energy cannot be directed to any one particular destination on the ERCOT electric grid, including participant's premises. Participants' subscriptions may be satisfied by Renewable Energy Credits (RECs) as provided for in the Public Utility Regulatory Act. The availability of energy from the renewable sources in question may vary from time to time and is dependent upon weather conditions, force majeure, and third-party actions for which Austin Energy cannot be responsible. This may produce periodic shortfalls of GreenChoice® energy during the term of this rider.

Participation in the GreenChoice® program is contingent upon the participant's remaining an Austin Energy customer for the duration of the GreenChoice® program as set forth by this rider. If participant's electric service is involuntarily terminated by Austin Energy, or if participant discontinues electric service and relocates outside of the Austin Energy service area, participation in the GreenChoice® program shall end immediately. If participant relocates to another premise within Austin Energy's service area, participant may cancel its participation within 15 days of the relocation. If participant chooses another electric provider after any deregulation of the Austin electric retail market, Austin Energy may terminate participant's participation in this program at Austin Energy's sole discretion. Participants who are terminated from the GreenChoice® program or who cancel their participation shall be ineligible for further subscriptions to the program. Subscriptions are not transferable from customer to customer.

Character of Service:

Each GreenChoice® participant will receive electric service under the applicable service tariff.

Residential Service and General Service Non-Demand:

Batch-1 Green Power Charge: $0.0170 per kWh
Batch-2 Green Power Charge: $0.0285 per kWh
Batch-3 Green Power Charge: $0.0330 per kWh
Batch-4 Green Power Charge: $0.0350 per kWh
Batch-5 Green Power Charge: $0.0550 per kWh
Batch-6 Green Power Charge: [~~$0.0800 or 0.0950 per kWh*~~]$0.0570 per kWh

With respect to residential service and general service non-demand participants, the Green Power Charge will be applied to the participant's entire monthly consumption until March 1, 2011 for both Batch 1 and Batch 2, until December 31, 2013 for Batch 3, until June 30, 2015 for Batch 4, until December 31, 2023 for Batch 5, and until [~~either December 31, 2013 or December 31, 2018 for Batch 6*~~]December 31, 2014 for Batch 6. In order to participate in the GreenChoice® program under this rider, a residential service customer or general service non-demand customer must subscribe to the program as required by Austin Energy.

Large Commercial Service:

Batch-1 Green Power Charge: $0.0170 per kWh
Batch-2 Green Power Charge: $0.0285 per kWh
Batch-3 Green Power Charge: $0.0330 per kWh
Batch-4 Green Power Charge: $0.0350 per kWh
Batch-5 Green Power Charge: $0.0550 per kWh
Batch-6 Green Power Charge: [~~$0.0800 or 0.0950 per kWh*~~]$0.0570 per kWh

All eligible customers other than residential service or general service non-demand customers must enter into a separate written agreement with Austin Energy that either specifies a monthly quantity of GreenChoice® energy or designates 100% of the customer's monthly energy consumption as GreenChoice® usage. The resulting monthly portion of the participant's consumption will be subject to the applicable Green Power Charge for the term of the agreement, not to exceed March 1, 2006 for Batch 1 participants, March 1, 2011 for Batch 2 participants, December 31, 2013 for Batch 3 participants, June 30, 2015 for Batch 4 participants, December 31, 2023 for Batch 5 participants, and [~~either December 31, 2013 or December 31, 2018 for Batch 6*~~]December 31, 2014 for Batch 6.

[* ~~Customers subscribing to Batch 6 shall commit to an initial term extending through either December 31, 2013, or December 31, 2018. The Green Power Charge of $0.0800 per kWh shall apply to customers subscribing under an initial term ending in 2013, throughout the length of that term. These customers shall have the option to renew for up to two additional consecutive 5-year terms, from January 1, 2014 through December 31, 2018 and from January 1, 2019 through December 31, 2023, but at the Green Power Charge then in effect under this tariff as it may be amended. The Green Power Charge of $0.0950 per kWh shall apply to customers subscribing under an initial term ending in 2018, throughout the length of that term. These customers shall have the option to renew for one additional 5-year term, from January 1, 2019 through December 31, 2023, but at the Green Power Charge then in effect under this tariff as it may be amended.~~]

Energy Resale:

Energy available from a contract supply source because of subscription agreement expiration or cancellation and allocated to earlier Batches may be resold at the current Batch rate and term for a period not to exceed the remaining term of the original supply contract.

**PART 2.** This ordinance takes effect on August 31, 2009.

**PASSED AND APPROVED**

August 20, 2009

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Lee Leffingwell
Mayor

**APPROVED:**

David Allan Smith
City Attorney

**ATTEST:**

Shirley A. Gentry
City Clerk