

AGENDA ITEM

May 7, 2019

Subject: KCP&L Demand Response Program Agreement

Department: Administration

This ordinance will approve the attached "Demand Response Incentive" agreement with KCP&L. Participation in the program will allow KCP&L to reduce the load on their grid during high demand days in exchange for incentive payments. The City will participate by curtailing electricity demand levels at six city buildings during Curtailment Events through use of backup generators. Facility operations and service to residents will not be affected. In exchange, the City will receive a participation payment of \$9,132.50, plus Curtailment Occurrence Payments for each event, as detailed in the agreement.

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH KANSAS CITY POWER & LIGHT COMPANY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI, THAT:

Section 1. The Demand Response Incentive program agreement between the City of Nevada, Missouri, and Kansas City Power and Light Company, attached hereto and incorporated herein by reference is hereby approved.

Section 2. The City Manager is authorized and directed to execute the same in behalf of the City of Nevada, Missouri, and is authorized to take all reasonable steps necessary to comply with the terms of the agreement.

Section 3. This ordinance shall be in full force and effect from and after its passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada, Missouri, this 21st day of May, 2019.

(seal)
ATTEST:

George Knox, Mayor

Johnna Williams, City Clerk

**DEMAND RESPONSE INCENTIVE
KANSAS CITY POWER & LIGHT
FORM OF AGREEMENT (MISSOURI)**

This AGREEMENT is hereby entered into this ____ day of _____, 2019, between Kansas City Power & Light Company of Missouri hereafter called the "Company" and _____ hereafter called the "Customer".

WITNESSETH:

Whereas, the Company has on file with the Public Service Commission of the State of Missouri ("Commission") a certain Demand Response Incentive Tariff ("Tariff"); and

Whereas, the Customer has furnished sufficient information to the Company to demonstrate that its facilities satisfy the Availability provisions of the Tariff; and

Whereas, the Customer wishes to take electric service from the Company, and the Company agrees to furnish electric service to the Customer under this Tariff and pursuant to all other applicable Tariffs of the Company;

The Company and Customer agree as follows:

1. The Company shall provide electric service to the Customer's facility, which is located at the address referenced in Table 1 of Exhibit A pursuant to this Agreement, the Tariff, all other applicable Tariffs, and the Company's General Rules and Regulations Applying to Electric Service, as may be in effect from time to time and filed with the Commission.
2. The Customer acknowledges that the Firm Power Level (FPL), which is the maximum demand level to be drawn during a Curtailment Event, shall be set at least 25 kW less than the Customer's Estimated Peak Demand as established by the Company from time to time pursuant to the Tariff. Refer to Table 2 in Exhibit A which list the Estimated Peak Demand, Firm Power Level and Curtailable Load. The Customer further acknowledges that any equipment required, except metering equipment necessary to ensure compliance under the Tariff, shall be the obligation of the Customer.
3. The Company may review and, if necessary, adjust the Customer's Estimated Peak Demand based on evidence that the Customer's actual peak demand has changed, or will change, significantly from the Estimated Peak Demand currently being used to calculate the Customer's Curtailable Load. If a change in the Customer's Estimated Peak Demand results in a change in its Curtailable Load, the Customer shall lose and/or repay its curtailment compensation proportional to the number of days curtailment was not available and the change in the Curtailable Load.
4. The FPL may be modified to reflect significant change in Customer load, subject to verification and approval by the Company. Any change in FPL made known to the Company that decreases Curtailable Load for the Customer shall result in re-evaluation of all curtailment compensation to the Customer. The Customer shall repay the company prior payments/credits made in excess of the curtailment compensation due based on the decreased level of Curtailable Load.
5. Service under this Agreement shall commence on June 1st, 2019. Program Participation Payments shall begin with the first billing period following the first month of participation during the Curtailment Season. Refer to Table 3 for term of Agreement with all agreements ending by December 31st, 2019.
6. The allowable Curtailment Season during which a Curtailment Event may be requested shall extend from June 1 through September 30 of each year, Monday through Friday during the hours of 12:00 noon through 8:00pm during the term of this Agreement. The Company may call on the Customer to participate in at least one (1), but no more than 10 Curtailment Events during each Curtailment Season lasting between two and eight consecutive hours. The Company may call no more than one Curtailment Event per day and no more than three consecutive days per calendar week. The Company reserves the right to request participation by the Customer in Additional Voluntary Events throughout the term of this Agreement. Refer to Exhibit B for payment information.

The Company reserves the right to request a Test Curtailment once each year and/or within three months after a Customer's failure to effect load reduction to its Firm Power Level or lower upon any Company request

for curtailment. Test Curtailments do not count toward the Maximum Number of Curtailment Events. Customers will not be compensated for Test Curtailments.

7. The Company shall notify the Customer of a Curtailment Event no less than four (4) hours before the start time of each Curtailment Event using the agreed upon communication method (see Exhibit C). The Customer may change the notification method at any time by providing a new Exhibit C to the Company. **Customer must acknowledge receiving event notifications via their selected communications method(s) to ensure consistent and effective Program communication loop remain present throughout the event Season.**

The Company reserves the right to cancel a scheduled Curtailment Event prior to the start time of such Curtailment Event. However, if cancellation occurs with less than two hours of the notification period remaining prior to commencement of a Curtailment Event, the canceled Curtailment Event shall be counted as a separate occurrence with a zero-hour duration.

8. At the Company's option and the Customer's request, during a Curtailment Event called for economic reasons, the Customer may purchase energy above its Firm Power Level from the Company at a price per kilowatt-hour determined at the beginning of a Curtailment Event. A Curtailment Event Payment will not be paid to Customers for Curtailment Events where this option is used. Customer will not have the option to purchase energy during a Curtailment Event called for operational reasons.
9. Self-generation as a curtailment method is restricted to customers who can provide documentation validating compliance pursuant to Environmental Protection Agency ("EPA") regulations (summarized at www.epa.gov/ttn/atw/icengines/comply.html) that affect the use of reciprocating internal combustion engines. **By executing this Agreement, the Customer certifies that it has reviewed the EPA regulations pertaining to its specific generating equipment and it hereby represents and warrants that it is in compliance with all of the currently-applicable regulations.**
10. The Customer further acknowledges that this Agreement is not assignable voluntarily by Customer, but shall nevertheless inure to the benefit of and be binding upon the Customer's successors by operation of law.
11. The Customer acknowledges that all information provided to the Company for the purpose of determining whether the Customer is eligible for service under the Tariff shall be retained by the Company, and shall be subject to inspection and disclosure under Chapters 386 and 393, RSMo, as amended from time to time. Should the Customer designate any such information as proprietary or confidential, Company shall notify Customer of any request for inspection or disclosure, and shall use good faith efforts to secure an agreement or Commission order protecting the proprietary or confidential nature of such information.
12. This Agreement shall be governed in all respects by the laws of the State of Missouri, without regard to its conflict of laws provisions, and by the orders, rules and regulations of the Commission, as they may exist from time to time. Nothing contained herein shall be construed as divesting, or attempting to divest, the Commission of any rights, jurisdiction, power or authority vested in it by law.
13. Any regulation or law prohibiting the execution of this Agreement or its continuing execution will cancel the Agreement in place without penalty to either party.
14. This Agreement is subject to the Customer gaining the necessary permits, and to the Commission approving the required Tariff and/or this Agreement.
15. In the event of modifications to the Tariff, the parties will meet and discuss such changes. This Agreement may be replaced by a new agreement with full-term under the Tariff with at least the same Curtailable Load.

In witness whereof, the parties have signed this Agreement as of the date first written above.

Kansas City Power & Light Company or
Greater Missouri Operations Company

City of Nevada

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Total Curtailment Amount: 281 kW

Initial Here: _____

Exhibit B – Compensation Statement

Payment

For participation in the DRI program, Customer shall receive from the Company a Program Participation Payment as listed below per Curtailment Season payable either at the end of each Curtailment Season or with a bill credit in equal payments each month over the course of the Curtailment Season. Customer will also receive a Curtailment Occurrence Payment for each Curtailment Hour during which the Customer's metered demand is less than or equal to the Customer's FPL as listed below.

Program Participation Payment is **\$32.50 per kilowatt** of Curtailable Load:

- Your Participation Payment = \$9,132.50 (\$32.50 x 281 kW)

Curtailment Occurrence Payment is:

\$0.075/kW for the first 30 hours of dispatch

- Your Curtailment Payment = \$21.075 (\$.075 x 281 kW) per hour

\$0.25/kW for the remaining 50 hours of dispatch

- Your Curtailment Payment = \$70.25 (\$.25 x 281 kW) per hour

Curtailment Occurrence Payments will be paid in the form of either a payment or a bill credit. If the Program Participation Payment, or an Initial Payment, as defined by the Tariff, is made as a bill credit, the credit shall be applied before any applicable taxes. If the Program Participation Payment, or an Initial Payment, as defined by the Tariff, is made as a payment by check, there are no applicable tax benefits. All other billing, operational, and related provisions of other applicable rate schedules shall remain in effect. A decrease in Curtailable Load will require the Customer to refund to the Company part or all of payments received. With a multi-year contract, a decrease in Curtailable Load, or early termination of the Agreement, will require the Customer to refund to the Company, the difference between payments received in the multi-year contract and the amount that would have been paid in the shorter-term contract. Refunds for a fractional year will be prorated.

Customer's preferred incentive payment method:

- Bill Credit
- Check
- W-9 Attained

Penalty

Failure of the Customer to effect load reduction to its Firm Power Level or lower in response to any Company request for curtailment shall result in the reduction or refund of Program Participation Payments and Curtailment Occurrence Payments for each such failure calculated hourly during the curtailment event as follows:

$$\text{Penalty Per Hour} = 150\% * (1 - \%_{\text{performance}}) * \text{HRP}$$

$$\%_{\text{performance}} = \text{CL}_{\text{actual}} / \text{CL}_{\text{contractual}}$$

$$\text{HRP} = (\$32.50 * \text{CL}_{\text{contractual}}) / 80 \text{ Hours}$$

Any Customer who fails to reduce load to its Firm Power Level on three or more days within any Curtailment Season may be ineligible for this program for a period of two years from the date of the third failure.

Initial Here: _____

Exhibit C

The Company will notify the Customer of a Curtailment Event per each of the following methods. (Customer should only provide information for those channels by which they wish to be contacted.)

Please Note: A minimum of 2 unique Participant contacts are required and your cell phone carrier is needed in order to receive event notifications via text message.

Contact #1

Name	
Title	
Phone #	
Cell #	
Cell Carrier	
Email	

Contact #2

Name	
Title	
Phone #	
Cell #	
Cell Carrier	
Email	

Contact #3

Name	
Title	
Phone #	
Cell #	
Cell Carrier	
Email	

Initial Here: _____