

ORDINANCE NO. 1866

**An Ordinance Providing for High Voltage Partial Requirements Electric Service
And Establishing the Rates of Service for the Same**

BE IT ORDAINED by the Governing Body of the City of Russell, Kansas:

SECTION 1. High Voltage Partial Requirements Service.

- a. **AVAILABILITY:** This service applies to Customers who obtain part of their usual or regular electric power requirements from self-generation, and who require Partial Requirements and Back-up or Maintenance Power. Service under this schedule will be delivered to the Customer from the City's interconnected 34.5 kV transmission system, where the City determines there are facilities of adequate capacity available. If an extension of existing 34.5 kV lines and additional equipment will be required, the Customer will be responsible for such line extension costs, easements and additional equipment costs. Customers receiving service under this schedule will be required to enter into a High Voltage Partial Requirements Electric Service Agreement and a Transmission System Generator Interconnection Agreement with the City.
- b. **APPLICATION:** This schedule is for alternating current, three-phase electric service supplied at approximately 34,500 volts and for Partial Requirements Power of 1 megawatt or greater, and Back-up and Maintenance Power of 5 megawatts or less through one point of delivery for all electric service provided by the City under this schedule to the Customer's premises.

The Customer shall adhere to all electric service and billing requirements including the installation of approved metering equipment as per the City's requirements.

- c. **MONTHLY BILL:** The monthly shall consist of:
1. Customer Service Charge: \$700.00 per month.
 2. Demand Charges of:
 - a) Partial Requirements Rate: \$22.11 per kW for all kW of Demand up to Customer's Partial Requirements Contract Demand;
 - b) Back-Up Facilities Rate: \$7.81 per kW for all kW of Customer's Back-up Contract Demand;
 - c) Daily Back-Up Power Rate: \$0.51 per kW Day for the sum of all daily kW of Demand in excess of Customer's Partial Requirement Contract Demand, but not to exceed Customer's Back-up Contract Demand;
 - d) Daily Maintenance Service Charge: One half of the Daily Back-up Power Rate for the sum of all daily kW of Back-up Demand during Scheduled Maintenance;
 - e) Excess Power Charge: \$44.21 per kW for all kW of Demand in excess of the sum of Customer's Partial Requirements Contract Demand and Back-up Contract Demand;
 - f) Energy Charges for Partial Requirements And Back-Up Energy Rate: \$0.03297 per kWh for all kWh.
- d. **MINIMUM BILLING:** The monthly Customer Service Charge, plus Demand and Energy Charges.

- e. **DEMAND:** The kilowatt demand is based on the maximum 15-minute period of Customer's greatest use during the month measured to the nearest kW. In the event the Customer reduces or ceases operation or receipt of service for periods of one month or longer, the Customer's Demand will be at least 65% of the maximum demand as measured during the previous twelve months through the balance of the Contract Term.
- f. **ENERGY:** The Customer will be billed for electric energy in kilowatt-hours delivered by the City to the Customer during the billing period, as shown by or computed from the readings of the City's energy meters.
- g. **MAINTENANCE POWER:** Maintenance Power is electric power and energy made available by the City to Customer during scheduled Customer-Owned Generation maintenance periods to replace Back-Up Power. Maintenance Power shall not exceed the Back-Up Contract Demand.

Customer shall, six (6) months prior to Customer's initial receipt of service under this Schedule, submit to the City, in writing, Customer's proposed maintenance schedule for each month of an eighteen (18) month period beginning with the date of Customer's initial receipt of service under this Schedule. Customer shall, prior to September 1 of each subsequent year, submit to the City, in writing, Customer's proposed maintenance schedule for each month of an eighteen (18) month period beginning with January 1 of the following year. Said proposed schedules will not be deemed accepted by the City until Customer receives written acceptance from the City. The City will endeavor to provide said written notification of acceptance, or modification of Customer's proposed schedule, within 60 days of receipt of Customer's proposed maintenance schedule. Maintenance shall be scheduled for a maximum of 30 days per year. These 30 days may be taken in either one continuous period, or two continuous 15 day periods. Should circumstances warrant, the City may cancel a scheduled maintenance outage with seven (7) days' notice prior to the beginning of a scheduled maintenance outage of Customer's generation facility.

- h. **POWER FACTOR:** This rate will be based on the Customer maintaining at all times a power factor between 95% lagging and 95% leading as determined by measurement. If the Power Factor at the time of the monthly peak demand is found to be less than 95% lagging or leading, the monthly kilowatt demand, as recorded by the City's meter, will be increased by 1% for every 1% that the Power Factor is less than 95%.
- i. **METERING REQUIREMENTS:** Metering for this type of service will require an electronic meter capable of measuring 15-minute demand intervals, hourly and 15-minute bi-directional energy usage, monthly totals, and previous months totals for several quantities, including but not limited to, kilowatts, kilovars, kilo-volt-amperes and kilowatt-hours of power supplied by the City and the Customer's self-generation facilities. The exact type of meter will be determined by the City. All costs for the installation of metering equipment will be the responsibility of the Customer. All meters for service under this schedule will require remote telephone line or other City approved telecommunications paid for by the Customer. Customer shall provide dedicated telecommunications access without charge to the City.
- j. **CONTRACT TERM:** Service under this Schedule is pursuant to a contract with the Customer that specifies various terms and conditions including the Customer's Partial Requirements Contract Demand and Back-up Contract Demand. Seasonal service is not available under this schedule.
- k. **FORCE MAJEURE:** Neither the City nor Customer shall be subject to any liability or damages due to the inability of the City to serve the Customer's load due to lack of available power and energy or other conditions beyond the City's control. In the event of natural disasters or acts of God such as earthquakes, floods, or severe storms, neither party shall be liable for damages due to lack of ability for operations which affect the other party economically. Should any of the foregoing occur, the minimum billing demands that would otherwise be applicable under this Schedule shall be waived and Customer will have no liability for service charges until such time as Customer is reasonably able to resume service.

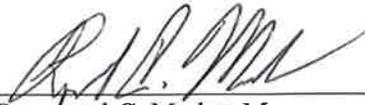
1. **CONNECTION FEE:** Each time a Customer, eligible to receive electric service under this schedule, begins to receive electric service at a point of delivery not previously used, or at a point of delivery which has been used previously by another Customer, or each time a Customer changes the point of delivery or reconnects after voluntary disconnection to the same point of delivery, that Customer shall be responsible for all costs of the City moving and purchasing the necessary equipment and fixtures required to make such connection.

SECTION 2: This provision shall become part of the Code of the City of Russell as Article 18-334.

SECTION 3: This ordinance shall take effect and be in force from and after publication of a summary of the Ordinance as provided by law.

PASSED by the Governing Body of the City of Russell, Kansas, this 16th day of June, 2015.

APPROVED by the Mayor of the City of Russell, Kansas, this 16th day of June, 2015.



Raymond C. Mader, Mayor

ATTEST:



Katrina Woelk, City Clerk

(Seal)

