



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: May 15, 2019

Purpose:  Presentation/Report  Recognition  Discussion/ Possible Action

Closed/Executive Session  Work Session  Discussion Only  Consent

From: Ruperto Becerra, Jr. Director of Facilities *RB*

Item Title: Approve the CPS Demand Response Curtailment Program

Description:

The Facilities Department has participated in the CPS Demand Response Curtailment Program that pays incentives to commercial customers for curtailing electric load at peak times during the summer months (June 1, 2019 – September 30, 2019).

Recommendation:

Approve the CPS Energy Application and Agreement.

District Goal/Strategy:

Strategy 2 We will establish a system of extraordinary customer service to attract and retain members of our community.

Funding Budget Code and Amount:

CFO Approval

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APPROVED BY:

SIGNATURE

DATE

Chief Officer:

*James Schumann*

*05-13-2019*

Superintendent:

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**CPS ENERGY  
APPLICATION AND AGREEMENT  
FOR COMMERCIAL & INDUSTRIAL DEMAND RESPONSE PROGRAM**

South San Antonio I.S.D. (herein designated "Customer") hereby applies to be a participant in CPS Energy's COMMERCIAL & INDUSTRIAL DEMAND RESPONSE PROGRAM (the "Program"). All terms and conditions are located in the CPS Energy Commercial Demand Response Program Terms and Conditions, which is attached hereto as Exhibit A, are incorporated into this Agreement.

Customer agrees to be bound by the following provisions:

- 1) Customer elects to participate in this Program under Option # 4 (1, 2, 3, or 4). This election is binding for the term of this Agreement.
- 2) Contract Curtailment Load shall be 1016.4 kW supplied from Customer's site(s) as follows:

	<b>kW Amount</b>	<b>Account #</b>	<b>Service Address</b>
<b>Site 1</b>	<u>See attached</u>		
<b>Site 2</b>			
<b>Site 3</b>			
<b>Site 4</b>			
<b>Total</b>	<u>1016.4</u>		(Please provide appended list if enrolling more than four sites)

3) The terms of this Agreement shall be in effect for a period of one year beginning on June 1, 2019 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for one year (each a "Renewal Term"), unless Customer elects to terminate participation by providing CPS Energy with thirty (30) days' prior notice or CPS Energy discontinues the program for the upcoming program year. At each Renewal Term, Customer may adjust their Contract Curtailment Load in writing prior to the start of the respective Renewal Term. For each Renewal Term, Customer shall be paid the then current applicable per kW Capacity Credit level. Collectively, the Initial Term and the Renewal Term are referred to herein as the "Term."

This application is hereby submitted this 2<sup>nd</sup> day of May 2019.

**Customer**  
By: 

Title: Director of Facilities



Date: May 2, 2019

Additional Information: \_\_\_\_\_

CPS Energy Account Manager: Robert A. Olivares

### 2019 Demand Response Contact List

	<b>Name</b>	<b>Email</b>	<b>Office Phone</b>	<b>Cell Phone</b>	<b>Text</b>
<b>1</b>	Fidel Arrellano	fidel.arrellano@southsanisd.net	210-977-7085	210-296-8985	210-296-8985
<b>2</b>	Ron Estrada	restrada@southsanisd.net	210-977-7085	210-315-6915	210-315-6915
<b>3</b>	Shannon Novack	shannon@blc2s.com		210-394-5132	210-394-5132
	Ruperto Becerra	rbecerra@southsanisd.net	210-977-7085	210-200-9580	210-200-9580
	Ruby Rosraio	rrosario@southsanisd.net	210-977-7085	210-708-5291	210-708-5291



## **EXHIBIT A**

### **CPS ENERGY COMMERCIAL & INDUSTRIAL DEMAND RESPONSE PROGRAM TERMS AND CONDITIONS SUMMER 2019**

#### **I. DESCRIPTION**

The Commercial and Industrial Demand Response Program (the "Program") is a voluntary Program that pays incentives to commercial and industrial customers for curtailing electric load at peak times during the summer months. CPS Energy, at its sole discretion, calls for load curtailments to achieve operating, reliability, and/or economic requirements. Incentive payments are made subject to measurement and verification of Customer performance under the terms of the Program.

#### **II. ELIGIBLE PARTICIPANTS**

The Program is voluntary and available upon application by the Customer. An applicant must be a non-residential electric customer under the PL, LLP, ELP, SLP or LPT tariff. An applicant participating in the Smart Thermostat, Emergency Demand Response or Automated Demand Response Programs is not eligible to commit the same curtailable load under the Program. An applicant that participates in the ERCOT Emergency Response Service is eligible to commit the same curtailable load to the Program, so long as the applicant avoids a dual commitment of load during the performance period. Acceptance of an applicant to the Program is at the sole discretion of CPS Energy, and such applicant hereafter is designated the Customer. Customers must have a minimum curtailable load of 25 kW or greater to participate in the Program. CPS Energy, at its discretion, may lower the 25 kW per site requirement.

#### **III. CUSTOMER OBLIGATIONS**

- A. Term. By applying, Customer commits to a minimum one-year term, with the ability to renew (the "Term").
- B. Contract Curtailment Load. Customer will designate its Contract Curtailment Load on the Program application. This amount will be binding for the term of the Agreement. Customer must be capable of reducing the agreed-upon load for the entire duration of a curtailment event.
- C. Curtailment Eligible Days. Eligible days for curtailment are weekdays, excluding CPS Energy holidays, from June 1 to September 30. Customer electing Option 1 above is required to curtail only on weekdays, excluding CPS Energy holidays, during the months of July and August. Eligible times for curtailment under all three Options are from 1:00 PM to 7:00 PM.
- D. Notification. On an eligible day when CPS Energy determines a curtailment is necessary, CPS Energy will e-mail each Option 1 and Option 2 Customer an official notification at least two (2) hours prior to the start of the curtailment. Each Option 3 Customer will receive an official notification by e-mail at least one (1) hour prior to the start of the curtailment.



Option 4 Customer will receive an official notification by e-mail at least thirty (30) minutes prior to the start of the curtailment. The notification will include a start time and an end time for that day's curtailment. Each participating Customer must curtail its agreed-upon loads and sustain the curtailment for the entire duration of the event. In addition to the official e-mail notification, CPS Energy may offer each Customer courtesy notifications of curtailment events via phone call and/or text message.

- E. Maximum Curtailments per Year. The maximum curtailments per year for an Option 1 Customer are 18 events (up to 55 cumulative hours). The maximum curtailments per year for an Option 2 and 4 customer are 25 events (up to 75 cumulative hours). The maximum curtailments per year for an Option 3 Customer are 6 events (up to 25 cumulative hours). The actual number of events and hours may be less but will depend on actual operating, reliability, and/or economic conditions. CPS Energy will be solely responsible for determining the need for a curtailment.
- F. Multiple Customer Sites. Upon approval of CPS Energy, Customer may aggregate multiple curtailable loads on the same Option. CPS Energy, at its discretion, may lower the 25 kW per site requirement. An aggregated load is considered a single resource under the terms of this Program. However, aggregation under this Program does not extend to or alter the billing or terms of service under Customer's applicable PL, LLP, ELP, SLP or LPT tariff.
- G. Commitment to Reduce Net Load. By committing curtailable load to the Program, Customer agrees to reduce its net electric load requirement from the CPS Energy system. Customer shifting load from one service delivery point to another, without an overall load reduction, violates the intent of the Program and, at the sole discretion of CPS Energy, is subject to termination.
- H. Use of Back-up Generation to provide Demand Response. CPS Energy does not allow the use of back-up generation as a load reduction measure for Demand Response and Customers using back-up generation are ineligible for the Program. Customer hereby agrees and represents that it shall not use back-up generator(s) to provide Demand Response.
- I. Load Shedding Test. Prior to the start of the performance period, CPS Energy, at its sole discretion, may require a load shedding test to verify Customer's ability to curtail the contracted amount. CPS Energy will coordinate with Customer so the test occurs at a mutually convenient time.
- J. Metering Equipment. All participating Customer sites must be served by cellular Interval Data Recorder (IDR) meter(s) that can be monitored remotely by CPS Energy. If a Customer facility requires installation of a cellular IDR meter(s) to participate in this Program, CPS Energy will install the necessary equipment at no cost to Customer. At its discretion, CPS Energy may remove the cellular IDR meter(s) at a later date if Customer leaves or is terminated from the Program or if the Program is discontinued by CPS Energy.



**IV. INCENTIVE PAYMENTS**

- A. Customer that successfully meets the requirements of the Program will receive an incentive payment following the performance period. The incentive payment will be a one-time payment for each performance year and will be made within sixty (60) days of the close of the performance period, subject to measurement and verification of Customer performance by CPS Energy. Payments are issued direct to Customer and cannot be assigned to a third party.
- B. Incentive Payment Calculation. The incentive payment will be calculated by taking the lesser of: 1) the average of Customer’s curtailment performance for all called events in the performance period; or 2) 150% of Customer’s contracted curtailment load and multiplying that amount by the applicable per kW Capacity Credit. In the case where no events are called in a performance period, the average curtailment performance will be set equal to Customer’s contracted curtailment load.
- C. Reduction in per kW Capacity Credit for Low Performance. If Customer fails to achieve an average curtailment performance of at least 50% of its contracted load, Customer’s per kW Capacity Credit used in the Incentive Payment Calculation above shall be pro-rated by multiplying applicable the per kW Capacity Credit by Customer’s average curtailment performance, as a percentage of its curtailed load. For example, an Option 2 Customer that achieves an average curtailment performance of 48% shall have the per kW Capacity Credit reduced to \$33.60 per kW (48% x \$70.00).
- D. Capacity Credit per Curtailed kW. The per kW Capacity Credit is based on the Option and Term Customer selects from the following:

Options:	Performance Period:	Call Ahead Notice:	Max Events per Year:	Max Hours per Year:	Per kW Capacity Credit Term:
Option 1	July 1 to August 31	2 hours	18	55	\$47.00
Option 2	June 1 to September 30	2 hours	25	75	\$70.00
Option 3	June 1 to September 30	1 hour	6	25	\$31.00
Option 4	June 1 to September 30	30 minutes	25	75	\$73.00

Customer will select either Option 1, 2, 3, or 4 on the Program Application. Customer’s selection of Option 1, 2, 3, or 4 is binding for the term of the Agreement.

**V. MEASUREMENT & VERIFICATION**

- A. Baseline Load. CPS Energy will use 15-minute interval meter data to verify Customer performance under the Program. The verification process includes CPS Energy establishing a baseline load for each curtailment event for Customer. The baseline load is an estimation of the amount of energy Customer would have used had a curtailment not been called for



on that day. CPS Energy shall utilize industry-accepted estimation techniques, which techniques CPS Energy shall solely determine in establishing the baseline load.

- B. Curtailment Performance. The baseline will be used to compare Customer's actual load on an event day against the baseline load with the difference being the curtailed amount for the event.
- C. Incomplete/Missing Meter Data. There may be occasion where Customer's meter data file, as recorded by CPS Energy, is missing, incomplete, or erroneous. In this case, CPS Energy will utilize industry-accepted Validation, Editing, and Estimation (VEE) techniques to estimate or supplement the interval data record for the event. The edited data will be used to establish the baseline load and measure Customer performance as described above.
- D. Force Majeure. Neither (1) interruptions caused by an act of God, public enemy, strikes, governmental interference, windstorm, flood, fire, explosion or any matter or thing over which CPS Energy has no control, whether in connection with the operations or property of either Customer or CPS Energy, nor (2) interruptions caused by an emergency such that CPS Energy would expect to order the interruption of service to firm customers, in order to protect the general public and preserve the integrity of its system and/or the systems of neighboring utilities whose electric systems are interconnected with the electric system of CPS Energy, will be considered intentional interruptions subject to the aggregate limits of total hours or events specified in the Program description.

## **VI. TERMINATION**

- A. Customer Termination. Customer may terminate its participation in the Program by providing written notice to Customer's CPS Energy Account Manager. By providing such written notice, Customer surrenders all rights to any incentive payments not already paid.
- B. Termination by CPS Energy.
  - 1. *Termination due to Non-Performance*. CPS Energy, in its sole discretion, may terminate Customer from the Program if Customer fails to curtail load on three (3) or more event days. In the event CPS Energy terminates Customer from the Program due to non-performance, or other good cause, Customer also forfeits all rights to any incentive payments not already paid.
  - 2. *Termination for Good Cause*. CPS Energy may, at any time upon thirty (30) days written notice, terminate Customer from the Program, or terminate a Customer's location from the Program.
- C. Customer Liability. In no event shall Customer be liable for any loss, cost or damage, other than loss of incentive payments, arising from or related to Customer's breach of this Agreement, including, without limitation, failure to curtail the agreed upon load when required and/or fail to sustain a curtailment for the duration of an event. CPS Energy shall have no responsibility for consequences of actions taken by Customer arising out of Customer's participation in this Program. Customer shall assume full responsibility against any and all loss, damage, expenses, judgments, or claims suffered by Customer including,



but not limited to, Customer loss of product(s) and/or loss of profits arising out of Customer's participation in this Program.



**CPS DEMAND RESPONSE 2019-2020**

<b>School Name</b>	<b>Address</b>	<b>Contract Number</b>	<b>Meter Number</b>	<b>Billed Demand</b>	<b>DR Amounts</b>
Armstrong Elementary	7111 Apple Valley, San Antonio TX 78242	3000537434	6285514	134	26.8
Athletic Center	2737 Bobcat Lane, San Antonio, TX 78224	3002004492	8000260	350	70
Benavidez Elementary	8340 S. Panam Expy, San Antonio TX 78221	3000537468	6210014	310	62
Career Education- Primary	2615 Navajo St, San Antonio, TX 78224	3000537361	6209870	146	29.2
Carrillo Elementary	500 Price Ave, San Antonio, TX 78211	3000537403	6210036	250	50
Dwight Middle School	2454 Southcross Blvd, San Antonio TX 78211	3000537336	8044137	350	70
Five Palms Elementary	7138 Five Palms, San Antonio, TX 78242	3000537443	6269355	175	35
Frank Madla Elementary School	6100 Royalgate Dr	3000537427	6689750	200	40
High School	7535 Barlite San Antonio, TX 78224	3002948939	VIR0158/ 04633714	1250	250
Hutchins Elementary	1919 W Hutchins Pl, San Antonio TX 78224	3000537317	6625609	220	44
Kindred Elementary School	7811 Kindred St. San Antonio, TX 78224	3000537462	6209844	220	44
Palo Alto Elementary	1725 Palo Alto Rd, San Antonio TX 78211	3000537303	6688900	210	42
Price Elementary School	245 Price Ave, San Antonio, TX 78211	3000537333	6531840	200	40
Shephard Middle School	5558 Ray Ellison Blvd	3000537406	6285512	257	51.4
West Campus/ Admin Building	5622 Ray Ellison Blvd, San Antonio TX 78242	3000537424	4606763	370	74
Zamora Middle School	8638 Larkia Ln, San Antonio, TX 78224	3001727225	8000310	440	88
					1016.4