

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 91-13

AN ORDINANCE

authorizing an agreement with American Public Power Association, Inc. relating to the Demonstration of Energy-Efficient Developments (DEED) grant program to explore the feasibility of testing a manufactured biomass fuel product at the City's Municipal Power Plant; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with American Public Power Association, Inc. relating to the Demonstration of Energy-Efficient Developments (DEED) grant program to explore the feasibility of testing a manufactured biomass fuel product at the City's Municipal Power Plant. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

AGREEMENT
Between
THE CITY OF COLUMBIA, MISSOURI
And
AMERICAN PUBLIC POWER ASSOCIATION, INC.

THIS AGREEMENT made as of ____ day of _____, 2013, by and between the City of Columbia, Missouri (hereinafter called the "CITY"), and American Public Power Association, Inc., _____ corporation organized in the State of _____ (hereinafter called the "APPA"). CITY and APPA are each individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the Board of Directors of the APPA has established the Demonstration of Energy-Efficient Developments grant program (hereinafter called "DEED grant") with the purpose to sponsor and conduct activities related to energy innovation that would assist local publicly owned electric/energy utilities in maintaining high quality and economical energy services to their consumers; and

WHEREAS, the CITY desires to purchase Bio-Mass fuel that the State of Missouri permits the CITY to burn at the Municipal Power Plant that will result in a reduction of carbon dioxide produced by the burning of fossil fuels without any major modification to the physical plant or method of operation of the Municipal Power Plant; and

WHEREAS, American Public Power Association has awarded the CITY Twenty-five Thousand Dollars (\$25,000.00) as a Demonstration of Energy-Efficient Developments grant (hereinafter "DEED grant") so that the CITY may explore the feasibility of testing a manufactured biomass fuel product at the CITY's municipal power plant (hereinafter "Project"); and

WHEREAS, the Parties agree that the CITY shall execute an agreement with Missouri Corn Merchandising Council, Inc. to subcontract work on this Project and to perform all of the requirements of the DEED grant for the CITY.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

1. GRANT AWARD. APPA has awarded a DEED grant for the Project in the amount of Twenty-five Thousand Dollars (**\$25,000.00**) to CITY. APPA shall disburse the DEED grant as outlined in paragraphs 17 and 18.
2. The Project is outlined in Attachment A, which is incorporated herein by reference. The DEED grant requirements are outlined in Attachment B, which is incorporated herein by reference.
3. The grant shall commence on the date of Agreement execution. CITY is required to complete the DEED grant Project, based on the proposed completion date, as noted in the proposal. Changes to the completion date must be addressed as further described in paragraph 11.
4. It is understood that the key personnel of this project is: **Tina Worley, City of Columbia Water and Light.**
5. It is the responsibility of the CITY to comply with all terms and conditions of the DEED grant, to use grant funds efficiently and effectively within the approved budget, and to supervise completion of the Project in a diligent and professional manner; this responsibility may be neither

delegated nor transferred without written permission by APPA. The Parties agree that CITY shall use a subcontractor, Missouri Corn Merchandising Council, Inc., as its subcontractor for the work on this Project.

6. If, without written notification to APPA, the Project has not been initiated within six (6) months of the effective date of this Agreement, the Project will be subject to termination by the DEED Board of Directors.
7. The Parties agree that the CITY shall utilize the services of subcontractor Missouri Corn Merchandising Council, Inc. for this Project. If the CITY proposes to hire a subcontractor to work on the Project, other than subcontractor mentioned herein, the CITY shall request APPA's written permission to do so. In addition, it is important that APPA's rights under this Agreement are not diminished in any way by the use of a subcontractor. Therefore, the CITY may enter into agreements as necessary with a subcontractor other than the subcontractor mentioned in CITY's original project proposal to carry out its obligations under this Agreement. At a minimum, any such agreements shall require all subcontractors:
 - (a) To maintain books, records, and other documents and appropriate accounting procedures and practices sufficient to reflect receipt and disposition of Project funds and total costs (direct and indirect) of the Project, to retain such books, records and other documents until the expiration of three (3) years from the date of final payment or completion of the Project, and permit inspection and audit of such books, records or other documents by APPA or its contractors;
 - (b) Not to delegate or transfer to another party the responsibility for carrying out the Project or the use of Project funds unless approved in writing by APPA and the CITY;
 - (c) To notify the CITY and APPA of all proposed major Project changes (such as those identified in paragraph 11 of this Agreement) in a manner consistent with the provisions of that paragraph, and to provide an opportunity for APPA and the CITY to disapprove any such changes in a manner consistent with the provisions of paragraph 12 of this Agreement;
 - (d) Not to terminate the Project except for good cause, and if APPA or the CITY finds that the subcontractor has terminated the Project work without good cause, all funds paid by the CITY to subcontractor shall be returned, at the discretion of APPA, to the CITY or to APPA;
 - (e) To return unexpended funds to the CITY or APPA, as determined by APPA, in the event that the work is terminated for good cause or the work is completed prior to expenditure of all funds; and
 - (f) To expressly agree that having each subcontractor sign Attachment C.

No project shall be commenced without an agreement in the form of Attachment C signed by the subcontractor. The CITY shall provide APPA with a copy of the agreement between the CITY and the subcontractor (including Attachment C) before any payment of the grant award will be made.

8. Accounting for Project funds (including receipts, CITY or other contributions, and expenditures) will be in accordance with generally accepted accounting principles and practices, consistently applied, regardless of the source of funds.

9. The CITY shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly (a) the amount, receipt, and disposition by the CITY of all assistance received for the Project and (b) the total cost of the Project, including all direct and indirect costs of whatever nature incurred for the performance of the Project.

The CITY's facilities or such facilities as may be engaged in the performance of the Project for which the DEED grant has been awarded, and records shall be subject at all reasonable times to inspection and audit by APPA.

The CITY shall preserve and make its records available to APPA until expiration of three (3) years from the date of final payment or completion of the Project under this DEED grant, whichever is later.

10. All APPA assistance received shall be expended by CITY solely for carrying out the approved Project. The CITY may not delegate or transfer responsibility for the use of such funds.
11. The CITY shall promptly notify APPA in writing by e-mail to DEED@PublicPower.org or by certified mail (return receipt requested) of all proposed major Project changes, including, but not limited to:
 - (a) Major changes in the technical plans or specifications for the Project;
 - (b) Acceleration or deceleration in the time of performance of the Project, or any major phase thereof;
 - (c) Major changes that may increase or decrease the total cost of the Project;
 - (d) Major changes that may affect the approved scope of the Project; and
 - (e) Major changed site conditions.
12. APPA may disapprove Project changes in writing not later than three (3) weeks after receipt of notice. Failure on the part of the CITY to give notice, or disapproval by APPA of the proposed change, shall result in disallowance of costs incurred that are attributable to the change.
13. Approved Project changes that do not substantially alter the objective or scope of the Project may give rise to grant amendments to increase or decrease the dollar amount, the term, or other provisions of the DEED grant. A grant amendment shall be effected only by a written amendment to this DEED grant Agreement.
14. CITY shall not terminate the Project except for good cause. If APPA finds CITY has terminated the Project work without good cause, then it shall annul the DEED grant, and all APPA grant funds previously paid to CITY shall be returned as final settlement. In the event the Project is terminated for good cause or completed prior to expenditure of all funds provided by APPA, the proportionate share of APPA's DEED grant shall be refunded. Notwithstanding anything to the contrary in this Agreement, APPA may terminate this Agreement at its option with or without cause by providing written notice to CITY. Unless otherwise stated in the termination notice, termination shall be effective upon receipt of the notice. After the effective date of termination, neither party shall have any further obligation to the other under this Agreement except for CITY's obligations under the provisions where a continuing obligation is implied, and APPA's

obligation to pay CITY a portion of the Agreement's fixed price equal to the percentage of work required by the Agreement that is actually completed.

CITY shall deliver to APPA or its designees(s) upon request all information and work in tangible form created or compiled by CITY or its subcontractor(s) in performing services under this Agreement and all information in tangible form that CITY has received in the course of their work under this Agreement from APPA, its employees, its members, and any of their employees, and individuals or firms under contract to APPA.

15. Requests for deviations from this DEED grant Agreement shall be submitted as far in advance as the exigencies of the situation will permit. Each request for a deviation shall contain at a minimum:
 - (a) A full description of the deviation and the circumstances in which it will be used;
 - (b) A description of the intended effect of the deviation; and
 - (c) Detailed reasons supporting the request, including any pertinent background information that will contribute to a better understanding of the deviation sought.
16. Press releases and other public dissemination of information by the CITY shall acknowledge APPA support of the Project through a DEED grant.
17. CITY shall prepare and submit to APPA quarterly Project reports according to directions in the document "Grant Reporting Requirements." These reports will be posted to the DEED Project database, located on APPA's website for viewing by DEED members. Capturing the Project in photos is encouraged. Electronic copies of Project photos taken during the course of the Project term shall be included in the quarterly or final report upload as a .jpeg image file. Photos may be used by APPA/DEED for promotional purposes and CITY grants non-exclusive rights to APPA/DEED for use of said photos. CITY also shall submit to APPA/DEED: (1) an acceptable, detailed final report relating to the conduct and results of the approved Project, describing activities, cost, bibliography, achievements, problems, results, and recommendations, to be submitted within six (6) months of project completion; and (2) a completed "DEED Project Summary Abstract"; and (3) any other deliverable as described in CITY's original proposal or grant approval letter.

APPA will withhold twenty-five percent (25%) of the DEED grant monies pending satisfactory completion of said report and abstract. In the event the final report and abstract are not provided by CITY by the due date, APPA may complete the final report and/or abstract itself or hire a third party to do so. APPA may utilize up to the twenty-five percent (25%) withheld to pay for the costs of production and reduce the amount otherwise available to the CITY in the same amount. It also is understood that an APPA steering committee may make periodic visits to the site of the Project to be briefed on the progress and status of the Project.

18. The standard method of Project payment shall be based on invoices for work completed to date. No more than twenty-five percent (25%) of the total DEED grant award may be provided to CITY at the inception of the Project except in rare instances when the DEED program administrator may increase this amount up to a total of fifty percent (50%) due to special circumstances.

19. CITY acknowledges that all information, uses, materials and work product, including reports, abstracts, videos, guidebooks and other deliverables, created pursuant to this Grant (the Work) shall be deemed a "work made for hire," as defined in the Copyright Act of 1976, as amended. If for any reason the Work is not deemed to be a "work made for hire," CITY hereby irrevocably assigns to APPA all right, title and interest worldwide, including the copyright and all renewals, in the Work and agrees to execute any necessary paperwork to effectuate such assignment. The CITY shall incorporate a paragraph setting forth the substance of this paragraph 20 in its agreement with the subcontractor. Agreements between CITY and its subcontractor participating in the Project shall contain similar provisions. Equipment purchased in support of the DEED grant may be retained by the CITY after acceptable conclusion of the Project, unless otherwise directed.
20. CITY represents and warrants for itself and any subcontractors that:
- (a) All information, uses, materials and work product, including reports, created pursuant to this Grant (the Work) are original and not copied from any previous work not already in the public domain or under license to the CITY;
 - (b) CITY and/or its subcontractor is the owner or licensee of all rights necessary and appropriate to grant the rights hereunder with respect to the proposed Project and any portions thereof, including, but not limited to, documents, text photographs, video, pictures, animation, and sound recordings provided by subcontractor; and
 - (c) The Work does not contain any libelous material. CITY agrees to defend, indemnify, and hold harmless APPA, its officers, directors, and employees for any losses, costs, damages, liabilities and expenses (including attorneys' fees and court costs) arising out of any claim, suits or proceedings alleging facts that any of the content of materials provided by CITY and its subcontractor infringes or violates a U.S. patent, U.S. copyright, U.S. trade secret or trademark of a third party.
21. CITY warrants that no person or agency has been employed or retained to solicit or secure this grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by CITY for the purpose of securing grants or business. For breach or violation of this warranty, APPA shall have the right to annul this DEED grant without liability or in its discretion to deduct from the grant award, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
22. It is understood that this DEED grant Agreement is not a joint venture and that CITY is not an agent of APPA. APPA assumes no liability with respect to accidents, bodily injury, illness, breach of contract, or any other damages or loss, or with respect to any claims arising out of any activities undertaken with the financial support of the APPA DEED grant, whether with respect to persons or property of CITY or third parties. CITY shall indemnify (including court costs and attorneys' fees) APPA if APPA is made a party to any litigation, arbitration, mediation or negotiations for activities connected with this DEED grant Agreement, unless APPA, its employees or agents are found to be grossly negligent or otherwise directly at fault.
23. Except with respect to taxes which may be due as a result of income to APPA, CITY and subcontractor shall be responsible for payment of all taxes for which CITY, subcontractor or APPA may be liable in connection with this Agreement, including any sales, use, or other tax owed for work products delivered or services performed by CITY or subcontractor under this

Agreement. Except as required by law, APPA shall not withhold federal, state or local income tax, or any other tax, from any payment to CITY or subcontractor under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the above written date.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

City Counselor

AMERICAN PUBLIC POWER ASSOCIATION

By: _____

Title: DEED Program Director

ATTEST:

Attachment A

SCOPE OF WORK

February 20, 2013

Phase I Engineered Biomass Product Specifications Report

The CONTRACTOR shall produce a Report on the Engineered Biomass Fuel Product Specifications. CONTRACTOR's Report shall be a report which shall include information related to, but not limited to the physical, chemical, and operational characteristics of the innovative engineered biomass fuel product:

- Heat content;
- Ash content;
- Moisture content;
- Critical pollutant content;
- Physical shape;
- Durability;
- Handling and Storage requirements; and
- Transportation requirements.

CONTRACTOR shall submit the Report to the CITY within thirty (30) days from the Notice to Proceed with Phase I.

Cost for Phase I and the Report \$6,250.00

Phase II Report on the Test Burn Scope and Preliminary Plan

CONTRACTOR shall produce a report which will be a "typical" plan for the Test Burn. This document shall include detail on permitting for the test burn and fuel product design for the quality, quantity and timing required. CONTRACTOR shall perform a review of industry accepted approaches to identify other successful permitted test burns and plans and shall include this information in its Report.

CONTRACTOR shall submit the Report to the CITY within thirty (30) days from the Notice to Proceed with Phase II.

Cost for Phase II and the Report \$6,250.00

Phase III Report on Proposed Test Burn at the Municipal Power Plant

CONTRACTOR shall produce a report which shall outline the requirements for a proposed test burn of the engineered biomass fuel product at the City of Columbia, Missouri, Municipal Power Plant. The Report shall include specific engineering data on the site-specific requirements. The Report shall include a review of the past experience at the Columbia Municipal power plant with biomass test burns.

CONTRACTOR shall submit the Report to the CITY within sixty (60) days from the Notice to Proceed with Phase III.

Cost for Phase III and the Report \$6,250.00

Phase IV Final Report

CONTRACTOR shall submit the Final Report to the CITY on or before July 15, 2013. CONTRACTOR shall also conduct a webinar for the CITY and APPA to further explain in detail the findings of this Project.

Cost for Phase IV and the Final Report \$6,250.00

DEED Grant Requirements

Checklist of Requirements:

- After the award notification letter and contract are received by the utility, an authorized person from the utility must sign the contract agreement and upload it to DEED's grant management system for DEED's signature and effective date. An executed hard copy will be sent back to the utility project manager.
- If a subcontractor is involved in the project, the utility should initiate a contract between itself and the subcontractor to be sure the terms of the APPA/utility contract are met.
- The utility may submit an invoice to initiate work on the project, up to 25% of the grant amount, once the signed contract agreements have been returned to APPA. This payment must be followed with an accounting (including copies of receipts) of how the money was spent before any other payments will be disbursed.

All other payments will be made on a cost-as-incurred basis. Please submit detailed invoices for expenses incurred including information on equipment costs (what was purchased and for how much) and labor costs (how many hours were worked, by who and at what rate). **Twenty-five percent of the grant amount will be withheld until a satisfactory final report and summary abstract have been received by APPA.**

- Quarterly reports are required for grant projects whether or not you receive a request from APPA. Quarterly reports should include a summary of work completed to date on the project and any appropriate attachments including project design diagrams, video storyboards, photographs of the project, etc. (This information also helps us promote your project in APPA newsletters and magazine, so please send us copies of everything you have.) Invoices for the project cannot be paid unless a report on the project has been received within the three months prior to the invoice date. See page 2 for instructions on completing a quarterly report including a sample format.
- The utility is required to complete the DEED grant project based on the proposed start and completion dates noted on the application. If the project falls behind and the proposed completion date will not be met, or the scope of the project changes significantly, notify the DEED administrator in writing immediately.
- The utility must submit to APPA a satisfactory final report for the project. See page 3-4 for instructions on completing a final report including a sample format.
- The utility must submit to APPA a satisfactory summary abstract for the project. See page 4-5 for instructions on how to complete a summary abstract including a sample format.
- The utility must submit to APPA any other deliverable promised in the project application.
- The contract and all reporting for the DEED grant (quarterly reports, abstract, and final report) must be submitted through DEED's grant management system, the same platform where your grant application was submitted. Use this link <https://www.grantinterface.com/Common/LogOn.aspx?eqs=ULUxrLEqb2wLmsCodf0nmRS4F-uRyfsD0>, log in, and upload required documents.
- If a subcontractor is involved in the project, the utility must review and approve the final report, abstract and any deliverable promised in the project proposal before forwarding them to the DEED administrator at APPA.

Contact the DEED Administrator, at DEED@PublicPower.org or 202/467-2900 with any questions related to completing DEED grant requirements.

Quarterly Report Instructions:

The purpose of the quarterly report is to inform the DEED administrator and DEED members about the progress of the project. It is important to be as detailed as possible about the activities taking place on the project in the quarterly reports. It is also important to notify the DEED administrator as soon as possible about any requested changes to the project scope and timeline, as well as noting it in the quarterly report. Generally, quarterly reports are due 15 days after the end of the quarter – April 15, July 15, October 15, and January 15. Submit your report through the DEED grant management software, the same platform where your application was submitted.

Quarterly reports are required for grant projects whether or not you receive a reminder from APPA. This information is to keep us informed of your progress and will also be used to promote your project on the APPA website and in APPA newsletter and magazine articles, so please be as detailed as possible. Invoices cannot be paid unless a report has been received in the three months prior to the invoice date.

The information required for the report is described below. A satisfactory quarterly report should provide the DEED office with detailed information about the progress of the project, any requested adjustments to the scope, completion date, etc. and why those changes are needed. Please provide thorough documentation for each section described below.

Project Title • The official project title as submitted in the original proposal to the DEED board of directors.

Utility Name and Address • Name and address of sponsoring utility (include other participants under “Additional Notes”).

Key Personnel & Phone Numbers • List personnel from sponsoring utility as well as contractors who worked on the project. Describe the responsibilities each person had during the project. Be sure to notify us of any changes in project management personnel.

Project Subject Areas • These topics/key-words will help DEED members locate your project using the DEED Project Database. Include as many subjects as you think appropriate. Examples include: air quality, batteries, cable, demand-side management, environment, HVAC, load forecasting, performance management, reliability, safety, SCADA, turbines, and voltage control.

Description • Thoroughly describe the scope of the project and any requests for changes to the project scope from that which was originally proposed. Provide information on any events precipitating the need for a change in the project scope.

Dates • Please describe the project’s term as submitted in the original DEED proposal, and if applicable, any requests for changes to that timeline. The DEED administrator must approve all changes, so provide information on the events causing any need for change in the project’s term.

Results to Date • Thoroughly describe what has occurred on the project up to the time of the quarterly report. This section should include all relevant data resulting from the project, and a detailed description of past action on the project.

Future Plans • Describe the upcoming activities on the project, particularly anything you have planned for the next quarter.

Budget • Provide a detailed budget for the project to-date. Provide information on both funding and costs. Please be clear about what the DEED funding is being spent on. It is important to break down budget as much as possible so that others can see the itemized costs. You may include a budgeted and actual figure for each item under costs. The totals for funding and costs should be the same. If the figures are different, you must include an explanation why. A complete budget should show all sources of funding and compare funding totals with each costs (actual versus budgeted), e.g., for each piece of equipment, consultant fees, utility staff time, etc.

Additional Notes • Include additional information about the project that is important to know, but does not fit into any of the previous categories.

Final Report Instructions:

According to Section H of the DEED Policy manual, DEED grant recipients are required to submit, within six months of project completion, a summary abstract and a detailed final report on their project, describing activities, costs, bibliography, achievements, problems, results, and recommendations. Twenty-five percent of the grant will not be released until both reports are satisfactorily completed. An electronic version of the final report is required. This may be submitted through the DEED grant management software, the same platform where your application was submitted. Please log in to upload your document.

The purpose of both the final report and project abstract is to educate staff at other public power utilities about your experiences, whether the outcome is considered successful or not. An unvarnished, simply written, and, above all, candid report is desired and most useful to future researchers; an inaccurate, insubstantial, and needlessly wordy “glossing over” or exaggeration of what really happened is a disservice to all future researchers who would benefit from your lessons learned.

The information required for the report is described below. A satisfactory final report should be a complete history of the project. This includes background information on the utility and reasons why the project was undertaken, the problems(s) to be solved and why this particular solution was chosen over the others. In writing your report, recognize that we more often learn from our mistakes than our successes, so be honest about your experiences with the project and its outcome. Please provide thorough documentation for each section described below.

Project Title • The official project title as submitted in the original proposal to the DEED board of directors.

General Overview • Include the applicability of the project to other utilities and alternatives available to them (if known), problems that arose during the course of the project and how they were resolved, a discussion of whether the project goals were achieved (and if not, why not), and recommendations regarding the technology/technique.

Purpose • Thoroughly describe why the project was undertaken. Explain the problem the project was intended to solve.

Utility Name and Address • Name and address of sponsoring utility (include other participants under “Additional Notes”).

Utility Description • Include sponsoring utility’s size (i.e., number of customers per class), annual load per class, services offered (i.e., electric, water, etc.), generation resources, and other relevant information.

Key Personnel & Phone Numbers • List personnel from sponsoring utility as well as contractors who worked on the project. Describe the responsibilities each person had during the project.

Description • Thoroughly describe the scope of the project.

Diagram • Not all projects lend themselves to use of a diagram, but most do. The diagram can be a flow- chart, schematic, drawing, graph, or other pictorial that will add to the readers’ understanding of the project. Please include as many of these diagrams, charts, etc. as possible.

Dates • Please describe the project’s term as submitted in the original DEED proposal, and if applicable, as subsequently adjusted and agreed upon by the DEED administrator. Also provide information on the events that caused each change in the project’s term.

Alternatives • Thoroughly describe all known alternatives to the project. To the extent known, for each alternative, include information on the scope of research needed for the project alternative, costs, etc. Include an explanation on why the chosen path was taken.

Results to Date • Thoroughly describe what has occurred on the project up to the time of completion of the DEED grant. This section should include all relevant data resulting from the project.

Status • The status of the project when the DEED grant was concluded.

Applicability • Thoroughly explain how others might use the results of the project. In particular, explain if there are public power systems (those of a particular generation resource, with high distribution losses, etc.) that might find the results of this project especially useful. **VERY IMPORTANT!**

Future Plans • If applicable, provide information about continued or tangential work planned for the project, whether to be conducted by you or another party. If none is planned, discuss, why not.

Equipment • List equipment purchased and/or used for this project, if any. For each piece of equipment, where applicable, include information on its efficiency, and why it was chosen over another brand/size/model, and how it performed for the project.

Budget • Develop funding and cost sections. Under funding, on an annual basis, list all organizations that contributed funds to the project (both monetary and in-kind), including the host utility. Under the costs section, provide annual information about what was spent on the project for hardware, labor, etc.

It is important to break down your budget as much as possible so that others can see the itemized costs. You may include a budgeted and actual figure for each item under costs. The totals for funding and costs should be the same. If the figures are different, you must include an explanation why. A complete budget should show all sources of funding and compare funding totals with each costs (actual versus budgeted), e.g., for each piece of equipment, consultant fees, utility staff time, etc.

Additional Notes • Include additional information about the project that is important to know, but does not fit into any of the previous categories.

References • Include a list of publications referred to during the course of the project and any publications or papers resulting from the project. A bibliography, if available, should be attached.

Summary Abstract Instructions:

A completed DEED Project Report Summary Abstract is required under Sections I and J of the revised DEED Policy Manual (February 2010) for DEED grant recipients. The abstract is considered a summary of the project's final report, and should reflect the same standards. An electronic version of the abstract is required. This may be submitted through the DEED grant management software, the same platform where your application was submitted. Please log in to upload your document.

The abstracts are used to inform other DEED member utilities about your experiences on the project and the project's results. We more often learn from our mistakes than our successes, so be honest about the outcome of the project.

The information required in the abstract is described below. Please provide complete information for each applicable section, however keep in mind that the document length should not exceed four pages.

Project Title • The official project title as submitted in the original proposal to the DEED board of directors.

Status • The status of the project at the time when the DEED grant was concluded.

Dates • The project term as submitted in the original proposal to the DEED board of directors, or as subsequently adjusted and agreed upon by the DEED administrator.

Purpose • A two or three sentence summary of why the project was undertaken.

Utility Name and Address • Name and address of sponsoring utility. Include other participants under additional notes.

Utility Description • Information should include utility size (i.e. number of customers in all classes), annual load in all classes, services offered (i.e. electric, water, etc.), generation resources, and other relevant information.

Key Personnel & Phone Numbers • Include personnel from utility as well as contractors working on the project.

Project Subject Areas • These topics/key-words will help other members locate your project using the DEED Project Database. Include as many subjects as you think appropriate. Examples include: air quality, batteries, cable, demand-side management, environment, HVAC, load forecasting, performance management, reliability, safety, SCADA, turbines, and voltage control.

Results to Date • Provide summary of what has occurred on the project up to the time of completion of the DEED grant.

Description • Describe the scope of the project including information about how it was completed.

Background • Explain the problem the project was intended to solve.

Applicability • Explain how other utilities might use the results of the project to benefit their operations. Explain here if there are public power systems (those of a particular size, with a particular generation resource, with high distribution losses, etc.) that might find the results of this project especially useful. **VERY IMPORTANT!**

Alternatives • List other options that would help with the problem this project was intended to solve.

Diagram • Not all projects lend themselves to use of a diagram, but most do. The diagram can be a flow-chart, schematic, drawing, graph, or other artwork that will add to readers' understanding. Send us originals of the diagram, chart, etc., with the disk and scan them, if possible, onto the disk as an EPS or TIFF file. (Be sure to tell us if you want the original returned.)

Equipment • List equipment purchased and/or used for this project.

Performance • Give specific information about results to date. This section should include any relevant data resulting from the project.

Future Plans • Provide information about continued work planned for the project (may not be applicable).

Budget • Under funding, list all the organizations, including the utility, that contributed funds to cover the cost of the project. Under the costs section, give information about what was actually spent on the project for hardware, labor, etc. It is important to break down this information as much as possible so that others can see the itemized costs. You may include a budgeted and actual figure for each item under costs. The totals for funding and costs should be the same. If the figures are different, you must include an explanation why.

Additional Notes • Include information about the project that is important to know, but does not fit into any of the previous categories.

References • Include a list of publications referred to during the course of the project and any publications or papers resulting from the project.

ATTACHMENT C

Work Made for Hire Assignment Agreement:

Agreement made by and between _____ 1) [a United States Citizen residing at _____ and born in 19____] or _____ 2) [a corporation located and doing business at _____] (hereinafter referred to as the "Subcontractor") and, American Public Power Association, a corporation of the District of Columbia located and doing business at 1875 Connecticut Avenue, Northwest, Washington, D.C., 20009 (hereinafter referred to as "Commissioning Party").

WHEREAS, the Subcontractor is not an employee of the Commissioning Party; and

WHEREAS, the Subcontractor was commissioned by the Commissioning Party to create ***Biomass Combined Heat and Power Feasibility Study*** (see Attachment A) (hereinafter the "Scope of Work") at the request of and for the benefit of the Commissioning Party.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows;

1. Subcontractor represents and warrants its contribution to the Work was original and not copied from any previous work not already in the public domain, or under license to Subcontractor. Subcontractor shall indemnify and hold the Commissioning Party harmless for any claim that the Work infringes the rights of any third-party.
2. Subcontractor further represents and warrants that his/her contribution was or will be created solely by him/herself, without assistance from any third-party, to be the extent any third-party contributed to the creation of the Subcontractor's contribution to the Work, Subcontractor shall secure a "work for hire/assignment" agreement incorporating the same terms as this agreement, signed by any contributing party.
3. The parties (including any third-party contributors) acknowledge that the Work shall be deemed to be a "work made for hire," as defined in the Copyright Act of 1976, as amended. If for any reason the Work is deemed not to be a "work made for hire," the Subcontractor (and any third-party contributors) will upon request and without further consideration from the Commissioning Party, irrevocably assign(s) to the Commissioning Party all right, title and interest worldwide, including the copyright and all renewals in the Work.
4. Subcontractor (including any third-party contributors) hereby acknowledges that [it or he/she] is an independent contractor for purposes of this Agreement.

Subcontractor:

MISSOURI CORN MERCHANDISING COUNCIL

By: _____

Name: _____

Title: _____

Date: _____

Third-party Contributor (if any):

By: _____

Name: _____

Title: _____

Date: _____

Commissioning Party:

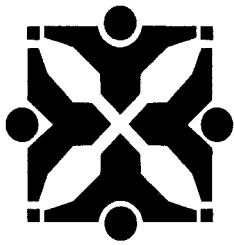
AMERICAN PUBLIC POWER ASSOCIATION

By: _____

Name: _____

Title: _____

Date: _____



Source: Water & Light

Agenda Item No:

To: City Council
From: City Manager and Staff

Council Meeting Date: Apr 1, 2013

On O. Wilh. for TAJ
[Signature]

Re: Agreement for the receipt of a Demonstration of Energy-Efficient Developments grant from the American Public Power Association, Inc

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration an ordinance authorizing the City Manager to execute an agreement with the American Public Power Association, Inc. (APPA) for a Demonstration of Energy-Efficient Developments (DEED) grant so that the City may explore the feasibility of testing a manufactured biomass fuel product at the City's Municipal Power Plant. APPA will award a DEED grant for the project in the amount of Twenty-five Thousand Dollars (\$25,000.00) to the City. As consideration for this grant, four reports will be produced; a report on the engineered biomass fuel product specifications, a report that will define the scope and outline a plan for a test burn at the City's Municipal Power Plant in order to receive a permit, a report that will outline the requirements for the test burn of the engineered biomass fuel product and a final report detailing the findings of this project. As part of this agreement, APPA acknowledges that the City will execute a separate agreement with the Missouri Corn Merchandising Council, Inc. to subcontract the work for this project and to perform all of the requirements of the DEED grant on behalf of the City. The work should take no longer than 120 calendar days.

DISCUSSION:

The Board of Directors of APPA has established the DEED grant program to sponsor and conduct activities related to energy innovation that would assist local publicly owned electric/energy utilities in maintaining high quality and economical energy services to their consumers. The City desires to purchase Bio-Mass fuel that the State of Missouri permits the City to burn at its Municipal Power Plant that will result in a reduction of carbon dioxide produced by the burning of fossil fuels without any major modification to the physical plant or the method of operation of the plant.

As part of this agreement, APPA acknowledges that the City will execute a separate agreement with the Missouri Corn Merchandising Council, Inc. to subcontract the work for this project and to perform all of the requirements of the DEED grant on behalf of the City. Missouri Corn Merchandising Council, Inc or its subcontractor(s) will produce a series of reports for each of four phases of this project.

In phase I the Missouri Corn Merchandising Council, Inc will produce a report on the engineered biomass fuel product specifications. The report shall be an engineering document which will include information related to the physical, chemical, and operational characteristics of the engineered biomass fuel product including the following:

- Heat content;
- Ash content;
- Moisture content;
- Critical pollutant content;
- Physical shape;
- Durability;
- Handling and Storage requirements; and
- Transportation requirements.

In phase II the Missouri Corn Merchandising Council, Inc will produce an engineering document/report which will be a "typical" plan for the Test Burn. This document will include detail on permitting for the test burn and fuel product design for the quality, quantity and timing required. Missouri Corn Merchandising Council, Inc will perform a review of industry accepted approaches to identify other successful permitted test burns and plans and shall include this information in its report.

In phase III the Missouri Corn Merchandising Council, Inc will produce an engineering report which shall outline the requirements for a proposed test burn of the engineered biomass fuel product at the City's Municipal Power Plant. The report will include specific engineering data on the site-specific requirements. The report will also include a review of the past experience at the Municipal Power Plant with biomass test burns.

In phase IV the Missouri Corn Merchandising Council, Inc will submit a final report to the City and also conduct a webinar for the City and APPA to further explain in detail the findings of this project.

FISCAL IMPACT:

APPA will award a DEED grant for the project in the amount of Twenty-five Thousand Dollars (\$25,000.00) to the City. No appropriation is required.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

9 Vision Statement: Columbia residents and businesses conserve all the community's natural resources, work cooperatively to apply best planning practices, model energy efficiency, transition to renewable energy, and approach zero waste generation.

SUGGESTED COUNCIL ACTIONS:

Approval of the ordinance authorizing the City Manager to execute an agreement with the American Public Power Association, Inc.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	0	New Program/Agency?	Yes	Federal or State mandated?	No
Amount of funds already appropriated	0	Duplicates/Expands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	0	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time		Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	9
Operating/Ongoing		Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	