

## Kansas City Power and Light Company

### Renewables Direct Participation Agreement for Missouri Customers

This Renewables Direct Participation Agreement (the "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Kansas City Power and Light Company (the "Company") and \_\_\_\_\_ (the "Customer") for electric energy to be purchased from the first renewable energy resource ("Resource 1") under the Company's Renewable Energy Rider Tariff (the "RER Tariff").

#### Recitals

WHEREAS, the Customer desires to purchase, and the Company desires to provide, electric energy that is generated by Resource 1; and

WHEREAS, the Customer expects that the Customer will, during the term of this Agreement, have either (a) an annual average monthly peak demand greater than 200 kW or (b) an aggregated annual average monthly peak demand of 2.5 MW with an average per account of 200 kW; and

WHEREAS, the Customer acknowledges and understands that participation in this Agreement is a voluntary choice by the Customer and is governed by the RER Tariff as approved by, and as may be changed from time to time by, the Missouri Public Service Commission (the "MPSC").

#### Agreement

The Customer and the Company agree:

##### 1. RER Tariff Subscription

- a. The Customer agrees to offset its traditional electric energy usage by the Customer's Subscription Share ("SS") from Resource 1 which the Customer agrees shall be based upon the Customer's Subscription Increment ("SI") of \_\_\_\_\_% (1-100% of annual qualifying usage) and a corresponding Subscription Level ("SL") of \_\_\_\_\_ MW as outlined in the RER Tariff.
- b. Subject to the terms and conditions set forth in this Agreement and the RER Tariff, the Company hereby grants the Customer a subscription to the electric energy output proportionate to the above MW share for the applicable term identified herein.
- c. The Customer agrees to the following payment terms:
  - i. Customer will receive a Renewable Adjustment ("RA"), as defined in the RER Tariff, in the form of an additional charge or credit to their standard bill based upon the sale of the metered output of Resource 1 into the wholesale market and the Customer's agreement to the Subscription Charge (the "SC") set forth below. The RA may be applied to the Customer's bill up to 60 days later than the wholesale market transactions to allow for settlement and data processing.
  - ii. Customer will agree to a SC, which is the delivered price per MWh of the Resource plus the Company Administration Charge of \$0.10/MWh for twenty-year Participation Agreements. For all other Participation Agreements, the Company Administration Charge will be \$0.30/MWh. The SC shall not exceed \$18.10/MWh

(for twenty-year Participation Agreements) or \$18.30/MWh (for all other Participation Agreements) for the term of this Agreement unless ordered otherwise by the MPSC. If the MPSC increases the SC, the Company will notify the Customer in writing as soon as reasonably possible. In the event the MPSC increases the SC, the Customer shall be permitted to terminate this Agreement without penalty or cost to the Customer by providing written notice of such termination to the Company no later than 30 days after notification of such increase. The Customer will also be billed the RA, as described in paragraph 1.c.i. of this Agreement.

- iii. As a result of any resettlement in the wholesale marketplace and the corresponding revenue change associated with Resource 1, the Company may adjust future Customer RAs to reflect additional credits or costs associated with marketplace resettlement.
  - iv. All charges, adjustments and surcharges, except the RA, will be billed at the standard rates applicable to the Customer's rate class.
  - v. Should the Customer choose to aggregate accounts, information pertaining to all accounts will be provided in Appendix A.
    - 1. The Company may elect to bill the accounts listed in Appendix A starting with the account that has the highest energy usage and working through the account with the lowest energy usage.
    - 2. Alternatively, the Company may elect to process the RA under this Agreement separately from the Customer's standard billing associated with their service.
  - d. The Company will not be held responsible for unforeseen or force majeure events that impact Resource 1's electric energy generation.
2. The term of this agreement shall be selected from either paragraph 2.a. or 2.b. below:
- a. The agreed-upon term is (select only one):
    - i. Five (5) years \_\_\_\_\_
    - ii. Ten (10) years \_\_\_\_\_
    - iii. Fifteen (15) years \_\_\_\_\_
    - iv. Twenty (20) years \_\_\_\_\_
  - b. The agreed-upon term of \_\_\_\_\_, which is the term remaining on the power purchase agreement (the "PPA") through which the Company obtained Resource 1.
3. Additional Terms and Conditions
- a. Service hereunder is subject to the Company's RER Tariff and Rules and Regulations as approved, and as may be changed from time to time, by the MPSC.
  - b. The Customer understands that if the minimum program enrollment level is not met, as outlined in the RER Tariff, then Resource 1 will not be procured, and this Agreement will be void.
  - c. The Customer shall have the option to terminate this Agreement should the final SC be higher than stated in Section 1.c.ii by providing written notice within 90 days of being notified of the finalized SC.
  - d. The Customer also understands that the SC under this Agreement is based upon the procurement of Resource 1 and may be different than other SC established for future resources.

- e. The Customer being served or having been served under this Agreement waives all rights to any billing adjustments arising from a claim that the Customer's service would be or would have been at a lower cost had it not participated in the Agreement.
- f. The Customer may maintain participation in this program when relocating facilities or service within the Company's Missouri service territory as described within the RER Tariff.
- g. At the Customer's request and cost, the Company will transfer the Renewable Energy Credits (the "RECs") associated with the Customer's subscription on an annual basis. Should the Customer not make a request for transfer, the Company will retire the associated RECs on the Customer's behalf annually to a nationally recognized renewable energy tracking system and provide a statement to the Customer stating the volume of RECs retired on Customer's behalf at no additional cost to Customer.
- h. If the Customer ceases all operations within the Company's Missouri service territory during the term of this Agreement, this Agreement will terminate upon final billing.
- i. If the Customer requests termination of this Agreement, or defaults on the Agreement, before the expiration of the term of the Agreement, the Customer shall pay the Company any associated costs and administration associated with termination as provided in the RER Tariff.
- j. If the Customer is a municipality subject to Article 26 of the Missouri Constitution, then any financial obligation imposed on the Customer by this Agreement shall be subject to the appropriation of funds by the governing body of such municipality for such purposes. In the event that sufficient funds are not appropriated by the governing body of such municipality, then this Agreement shall terminate.

Customer: \_\_\_\_\_

Representative/Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Kansas City Power and Light Company

Representative/Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Appendix A

[TO BE INSERTED BY COMPANY]





**KCP&L GREATER MISSOURI OPERATIONS COMPANY**

P.S.C. MO. No. 1 Original Sheet No. 139.2

Canceling P.S.C. MO. No. \_\_\_\_\_ Sheet No. \_\_\_\_\_

For Missouri Retail Service Area

**RENEWABLE ENERGY RIDER**  
**Schedule RER**

**DEFINITIONS:** (Continued)

9. Subscription Share (SS) – The proportion of the renewable resource, adjusted for the Renewable Resource Capacity Factor, allocated to the Customer to achieve the desired Subscription Increment amount. The Subscription Share is determined at enrollment and is calculated using the following formula:

$$SS = \frac{SL_{MW}}{RRC_{MW}}$$

Where,

$$SL_{MW} = \frac{AU_{MWh} \cdot SI}{8,760_{\text{hours per year}} \cdot RRC_{\text{factor}}}$$

AU = Annual Usage; the Customer’s actual metered energy usage over the previous 12 monthly billing periods, if available, or Customer’s expected metered energy usage over 12 monthly billing period as determined by Company.

RRC = Renewable Resource Capacity; the average annual capacity of the renewable resource(s) as established by the Company.

RRC<sub>factor</sub> = Renewable Resource Capacity Factor; the average annual capacity factor of the renewable resource(s) as established by Company.

**ENROLLMENT:**

1. The Customer must submit a completed Participant Agreement to the Company for service under this Program. In the Participant Agreement, the Customer must specify the Subscription Increment to be subscribed.
2. Customers applying for service under this Program must have an account that is not delinquent or in default at the beginning of the Resource Procurement Period and must have completed the required Participant Agreement.
3. Enrollment requests may be submitted to the Company at any time.
4. The Company will review the Participant Agreement and determine if the Customer will be enrolled into the Program.
5. In each Resource Procurement Period the Company will match as accurately as possible the combined Renewable Subscription Level of all Participants with a renewable resource, subject to availability. The minimum renewable resource to be acquired will have a capacity of 100 MW and the maximum of 200 MW. The renewable resource obtained for each Subscriber group may be made up of capacity from multiple renewable resources.

# KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1 Original Sheet No. 139.3

Canceling P.S.C. MO. No. \_\_\_\_\_ Sheet No. \_\_\_\_\_

For Missouri Retail Service Area

## RENEWABLE ENERGY RIDER Schedule RER

### CHARGES AND BILLING:

All charges provided for under, and other terms and conditions of, the Customer's applicable standard service classification(s) tariff shall continue to apply and will continue to be based on actual metered energy use during the Customer's normal billing cycle.

Under this Schedule, Customers will receive a Renewable Adjustment (RA), in the form of an additional charge or credit to their standard bill based upon the sale of the metered output of the renewable resource(s) into the wholesale market. The Renewable Adjustment will be calculated as follows:

$$RA = [RMO_{MWh} \cdot SS] \cdot [SC_{\$ \text{ per MWh}} - FMP_{\$ \text{ per MWh}}]$$

Where,

RMO = Metered output from the renewable resource at the market node.

SC = Subscription Charge; the delivered price per MWh of the renewable resource plus the Company Administration Charge of \$0.10 per MWh (RMO) for twenty-year term Participant Agreements. For all other Participant Agreements, the Company Administration Charge will be \$0.30 per MWh (RMO).

FMP = Final Market Price; the accumulation of all applicable market revenues and charges arising from or related to injection of the energy output of the renewable resource into the wholesale energy market in that calendar month at the nearest market node, divided by the actual metered hourly energy production, using the best available data from the regional transmission operator, who facilitates the wholesale marketplace, for the calendar month as of the date the Customer's Renewable Adjustment is being prepared. Alternatively, and at the Company's discretion if determined to be economic, the Company may seek to obtain the necessary transmission to deliver the energy output of the renewable resource to a local, Company market node. If this occurs, the Final Market Price will be calculated based on the accumulation of all applicable market revenues and charges inclusive of this delivery. The energy produced under this alternative will be subject to curtailment by the regional transmission operator. The Final Market Price will be rounded to the nearest cent.

The Renewable Adjustment may be applied up to 60 days later than the market transactions to allow for settlement and data processing.

Subscribers will be responsible for all costs recognized in the respective month regardless if they are directly associated with service received under this Rider for that month. Market revenues and charges may be adjusted to reflect net costs or revenues associated with service under the Program in prior months, for which more recent wholesale market settlement data supersedes the data that was used to calculate initial charges or credits that were assessed to participating Customers.

The Renewable Subscription Charge and the Subscription Share are to be determined at the time the Company obtains the renewable resource to satisfy the Participation Agreement.

Billing and settlement of charges under this Schedule may occur separately from the billing associated with service provided to a Customer's under the Standard Rate Schedules. The Company reserves the right to consolidate account data and process charges collectively to facilitate Customers electing to aggregate subscriptions under this Schedule.



**KCP&L GREATER MISSOURI OPERATIONS COMPANY**

P.S.C. MO. No. 1

Original Sheet No. 139.5

Canceling P.S.C. MO. No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

For Missouri Retail Service Area

<b>RENEWABLE ENERGY RIDER</b> <b>Schedule RER</b>
------------------------------------------------------

**TRANSFER OR TERMINATION:** (Continued)

4. If option (1) or (2) is not applicable and in lieu of option iii), the Customer may terminate service for the account at issue upon payment of the Termination Fee, which is as follows: The average of the Customer's Monthly Renewable Adjustment for the preceding 12 months (or all preceding months, if less than twelve (12) times the number of months remaining in the term; if this value is less than or equal to zero (e.g., a credit to Customer), then the Termination Fee is zero, and in no event shall the Customer receive a net credit from Company for terminating service under this Rider.

**PROGRAM PROVISIONS AND SPECIAL TERMS:**

1. In procuring the Renewable Energy, the Company will ensure that Renewable Energy resources utilized under this Program are or have been placed in service after January 1, 2019.
2. Customers applying for service under this Program must have an account that is not delinquent or in default at the beginning of the Resource Procurement Period and must have completed the required Participant Agreement.
3. At enrollment, the Company will calculate the Customer's demand for the prior twelve-month period to determine eligibility. If twelve months of demand data is not available, the Company may estimate the annual demand to the nearest kW, using a method that includes, but is not limited to, usage by similarly sized properties or engineering estimates.
4. Participants may not combine loads across the jurisdictions for achieving participation limits, determination of subscription levels, or aggregated billing. Loads will not be combined across jurisdictions for the purpose of applying minimum term limits.
5. Customers that the Company, at its sole discretion, determines are ineligible will be notified promptly, after such Participant Agreement is denied.
6. Customer participation in this Program may be limited by the Company within the first come, first served structure, to balance Customer demand with available qualified Renewable Energy resources and any constraint with transmission facilities or capacity.
7. Customers who need to adjust in their commitments due to increases or decreases in electric demand may request such adjustment in writing from the Company. Efforts will be made to accommodate the requested adjustment. The Customer will be responsible for any additional cost incurred to facilitate the adjustment.
8. Any Customer being served or having been served on this Program waives all rights to any billing adjustments arising from a claim that the Customer's service would be or would have been at a lower cost had it not participated in the Program for any period of time.
9. The Company may file a request to discontinue this Program with the Commission at any time in the future. Prior to the termination, the Company will work with the participating Customer to transition them fully from the subscriptions in effect to a Standard Rate Schedule or to an alternate green power option that the Company may be providing at that time. Any Participant who cancels Program participation must wait twelve (12) months after the first billing cycle without a subscription to re-enroll in the Program.



**KCP&L GREATER MISSOURI OPERATIONS COMPANY**

**P.S.C. MO. No.** 1 \_\_\_\_\_

**Original Sheet No.** 139.7

**Canceling P.S.C. MO. No.** \_\_\_\_\_

**Sheet No.** \_\_\_\_\_

For Missouri Retail Service Area

<b>RENEWABLE ENERGY RIDER Schedule RER</b>
------------------------------------------------

**SUBSCRIPTION CHARGE PRICING & RESOURCE SPECIFICATION:**

PPA Group	Resource Capacity (MW)	Admin Cost (\$/MWh)	Not-To-Exceed Resource Price (\$/MWh)	Resource	Resource Price (\$/MWh)	Risk Premium	State	RTO
A	--	\$--	\$--	--	\$--	\$--	--	--