

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedules of Rates

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Passed by City Council by Ordinance No. 17184 on the 17th day of November, 2008, amended by City Council Ordinance No. 17248 on the 2nd day of February, 2009, amended by City Council Ordinance No. 18323 on the 21st day of July 2014, amended by City Council Ordinance No. 18382 on the 20th day of October 2014, and amended by City Council Ordinance No. 18619 on the 1st day of August 2016.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule RS-3
Residential Service

AVAILABLE

Electric service is available under this schedule in the entire area served by the Department's existing secondary voltage distribution system.

APPLICABLE

To single family dwelling units supplied through one meter and individually metered apartments for all domestic uses.

CHARACTER OF SERVICE

Alternating current, 60 cycles; single phase 120 or 120/240 volts; three phase secondary voltages at the Department's option.

NET MONTHLY BILL

Rate

Off-Peak Season

- 20.14¢ per KWH for the first 30 KWH
- 12.92¢ per KWH for the next 70 KWH
- 12.24¢ per KWH for the next 200 KWH
- 11.09¢ per KWH for the next 300 KWH
- 10.40¢ per KWH for all over 600 KWH, except when customer has in use Qualifying Electric Space Heating, the charge shall be:
 - 4.35¢ per KWH for all over 600 KWH or, except when customer has in use Qualifying Electric Space Heating and Electric Water Heating, the charge shall be:
 - 4.35¢ per KWH for all over 900 KWH

On-Peak Season

- 20.14¢ per KWH for the first 30 KWH
- 12.92¢ per KWH for the next 70 KWH
- 12.24¢ per KWH for all over 100 KWH

Minimum Monthly Bill

The Rate Charge, but not less than \$4.14. For customers with space heating equipment, the Rate Charge, but not less than \$12.09.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule RS-3
Residential Service
(Continued)

Water Heating

When customer has in regular use a permanently installed Electric Water Heater of not less than 30 gallon storage capacity, the following net monthly rate shall become effective provided that the first 150 KWH of energy used per month is billed at the net monthly standard rate:

8.12¢ per KWH for 300 KWH

If customer's bill exceeds 450 KWH per month, the remaining energy use shall be billed through the prescribed energy blocks of the net monthly standard rate.

The Department may install an automatic control device to prevent the simultaneous operation of the water heater and range or other large appliances, or to disconnect the water heater during peak load periods.

Qualifying Electric Space Heating Equipment

Qualifying electric space heating equipment shall be permanently installed, thermostatically controlled and in normal use and shall include all types of electric space heating equipment of not less than 3 KW (except heat pumps) which are the sole source of comfort heating for room or rooms to be heated. Qualifying space heating equipment shall also include electric heat pumps or add-on electric heat pumps used with fossil fuel heating and other types of heating or solar heating systems of not less than 12,000 Btu nominal cooling capacity. The add-on heat pump shall be the sole source of space heating for the space to be heated during outdoor temperatures at or above the thermal heating capacity balance point of the heat pump. Add-on heat pumps shall be properly sized for the cooling space to be cooled and shall include the necessary control equipment which automatically operates the heat pump as the sole source of space heating during outdoor temperatures at or above the thermal heating capacity balance point of the heat pump. The thermal heating capacity balance point is the outdoor temperature at which the heating requirements of the space to be heated exceed the heating capacity of the heat pump and, therefore, other heating systems must be used in order to satisfy the heating requirements of the space to be heated.

FUEL-ENERGY COST ADJUSTMENT

See Schedule FA-1.

BILLING PERIODS

The "off-peak" season shall be for seven consecutive billing months with the first billing month commencing with meter reading cycle 1 occurring in October each year.

The "on-peak" season shall be the remaining five consecutive billing months.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule RS-3
Residential Service
(Continued)

PAYMENT

Monthly bills will be rendered NET, payable on or before the due date of the net monthly bill. The gross monthly bill, which is 105 percent of the net monthly bill, will be collected if monthly bill is not paid on or before due date.

PAYMENT IN LIEU OF TAXES TO CITY OF INDEPENDENCE

The net monthly bill rates of this service schedule include charges for the Department's payment in lieu of taxes (PILOT) to the City's General Fund as authorized by Section 3.17 of the City Charter. The Department's PILOT payment to the City is equal to the amount of City taxes and fees charged on privately owned utilities, including the 9.08 percent franchise fee, applicable utility property taxes and sales taxes.

TERMS OF SERVICE

Service rendered under this schedule is subject to the Department's standard rules and regulations.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule RS-4
Residential All Electric Home Service

AVAILABLE

Electric service is available under this schedule in the entire area served by the Department's existing secondary voltage distribution system.

APPLICABLE

To single family dwelling units supplied through one meter and individually metered apartments when electric service is rendered exclusively for all domestic uses including lighting, refrigeration, cooking, qualifying space heating, comfort cooling, qualifying water heating and other energy uses.

CHARACTER OF SERVICE

Alternating current, 60 cycles, single phase, 120/240 volts, three phase secondary voltages at the Department's option.

NET MONTHLY BILL

Rate

Off-Peak Season

11.98¢ per KWH for the first 500 KWH
9.12¢ per KWH for the next 400 KWH
4.35¢ per KWH for all over 900 KWH

On-Peak Season

11.98¢ per KWH for the first 500 KWH
11.13¢ per KWH for all over 500 KWH

Minimum-Monthly Bill

The Rate Charge, but not less than \$12.09.

Qualifying Space Heating

Qualifying electric space heating equipment shall be permanently installed, thermostatically controlled, and in regular use, and shall include all types of electric space heating equipment of not less than 3 KW total capacity which are the sole source of comfort heating for the dwelling unit (exclusive of aesthetic fireplaces).

Qualifying Water Heating

Qualifying electric water heating equipment shall be permanently installed and in regular use and not be less than 30 gallon storage capacity. The Department may install an automatic control device to prevent the simultaneous operation of the water heater and range or other large appliances, or to disconnect the water heater during peak load periods.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule RS-4
Residential All Electric Home Service
(Continued)

FUEL-ENERGY COST ADJUSTMENT

See Schedule FA-1.

BILLING PERIOD

The "off-peak" season shall be for seven consecutive billing months with the first billing month commencing with meter reading cycle 1 occurring in October each year.

The "on-peak" season shall be the remaining five consecutive billing months.

PAYMENT

Monthly bills will be rendered NET, payable on or before the due date of the net monthly bill. The gross monthly bill, which is 105 percent of the net monthly bill, will be collected if monthly bill is not paid on or before due date.

PAYMENT IN LIEU OF TAXES TO CITY OF INDEPENDENCE

The net monthly bill rates of this service schedule include charges for the Department's payment in lieu of taxes (PILOT) to the City's General Fund as authorized by Section 3.17 of the City Charter. The Department's PILOT payment to the City is equal to the amount of City taxes and fees charged on privately owned utilities, including the 9.08 percent franchise fee, applicable utility property taxes and sales taxes.

TERMS OF SERVICE

Service rendered under this schedule is subject to the Department's standard rules and regulations.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule GS-1
General Service

AVAILABLE

Electric service is available under this schedule in the entire area served by the Department's existing secondary voltage distribution system.

APPLICABLE

To any customer for all power and energy uses at any one location where service of a single character is taken through one meter at one point of delivery for which no specific schedule is provided. This schedule is not applicable to resale or shared electric service.

CHARACTER OF SERVICE

Alternating current 60 cycles; single phase, 120 or 120/240 volts, three phase, 3 wire 240 or 480 volts; three phase, 4 wire 120/208 or 277/480 volts; three phase 4 wire 120/240 volts at the Department's option.

NET MONTHLY BILL

Rate

\$4.08	for the first 16 KWH or less
20.16¢	per KWH for the next 84 KWH
16.17¢	per KWH for the next 100 KWH
13.79¢	per KWH for the next 600 KWH
13.29¢	per KWH for all over 800 KWH

Minimum Monthly Bill

The Rate Charge, but not less than the charge of \$4.08 for single phase voltage service and \$17.58 for three phase voltage service. For customers with billing demands of 10 KW or more, the minimum monthly bill shall be the Rate Charge, but not less than the charge of \$11.95 per KW of billing demand.

FUEL-ENERGY COST ADJUSTMENT

See Schedule FA-1.

BILLING DEMAND DETERMINATION

The monthly billing demand shall be the maximum 30-minute measured Kilowatt (KW) demand as adjusted for power factor during the month, but the minimum billing demand during any month shall not be less than 100 percent of the highest adjusted measured demand established during the twelve months ending with the current month. Monthly measured demands will be adjusted or corrected for power factor if customer's power factor is found by test to be less than 85 percent lagging. The measured demand corrected for power factor shall be determined by multiplying the maximum measured KW demand during each month by 85 percent and dividing by the percentage power factor as determined.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule GS-1
General Service
(Continued)

Fractional Billing demands will be rounded to the nearest whole kilowatt demand. The department reserves the right to install a demand meter on any customer's service whose demand is expected to be 10 KW or more in any month.

PAYMENT

Monthly bills will be rendered NET, payable on or before the due date of the net monthly bill. The gross monthly bill, which is 105 percent of the net monthly bill, will be collected if monthly bill is not paid on or before due date.

PAYMENT IN LIEU OF TAXES TO CITY OF INDEPENDENCE

The net monthly bill rates of this service schedule include charges for the Department's payment in lieu of taxes (PILOT) to the City's General Fund as authorized by Section 3.17 of the City Charter. The Department's PILOT payment to the City is equal to the amount of City taxes and fees charged on privately owned utilities, including the 9.08 percent franchise fee, applicable utility property taxes and sales taxes.

TERMS OF SERVICE

Service rendered under this schedule is subject to the Department's standard rules and regulations.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule LGS-1
Large General Service

AVAILABLE

Electric service is available under this schedule in the entire area served by the Department's existing secondary and primary voltage distribution systems.

APPLICABLE

To any customer for all power and energy uses at any one location where service of a single character is taken through one meter at one point of delivery. This schedule is not applicable to resale or shared electric service.

CHARACTER OF SERVICE

Secondary Voltages: Alternating current, 60 cycles; single phase, 120 or 120/240 volts; three phase, 3 wire, 240 or 480 volts; three phase, 4 wire, 120/208 or 277/480 volts, three phase, 4 wire, 120/240 volts at the Department's option.

Primary Voltages: Alternating current, 60 cycles, three phase, 13,200 volts or 4,160 volts at the Department's option.

NET MONTHLY BILL

Rate

Demand Charge

\$7.84 per KW for the first 50 KW of billing demand
\$6.31 per KW for the next 100 KW of billing demand
\$4.68 per KW for all additional KW of billing demand

Energy Charge

9.53¢ per KWH of energy use resulting from the first 100 hours use times KW billing demand
8.25¢ per KWH of energy use resulting from the next 200 hours use times KW billing demand
6.63¢ per KWH of energy use resulting from the next 100 hours use times KW billing demand
6.12¢ per KWH of energy use resulting from all over 400 hours use times KW billing demand

Minimum Monthly Bill

The Demand and Energy Charges, but not less than the charge of \$6.31 per KW of the highest adjusted measured demand established during the twelve months ending with the current month.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule LGS-1
Large General Service
(Continued)

Primary Voltage Discount

Where the Department renders electric service at 4,160 or 13,200 volts and the customer furnishes and maintains all transformation equipment, controlling and protective equipment and other facilities required to transform the delivery voltage to a utilization voltage, the net monthly rate shall be discounted 7.0 percent.

FUEL-ENERGY COST ADJUSTMENT

See Schedule FA-1.

BILLING DEMAND DETERMINATION

Secondary Voltage Service: The monthly billing demand shall be the maximum 30-minute measured kilowatt (KW) demand as adjusted for power factor during the month, but the minimum billing demand during any month shall not be less than 10 KW nor less than 80 percent of the highest adjusted measured demands established during the summer billing months of July, August and September for the twelve months ending with current month. Monthly measured demands will be adjusted or corrected for power factor if customer's power factor is found by test to be less than 85 percent lagging. The measured demand corrected for power factor shall be determined by multiplying the maximum measured kilowatt demand during the month by 85 percent and dividing by the percentage power factor as determined. Fractional Billing demands will be rounded to the nearest whole kilowatt demand.

Primary Voltage Service: The monthly billing demand shall be the maximum 30-minute measured kilowatt (KW) demand as adjusted for power factor during the month, but the minimum billing demand during any month shall not be less than 75 KW nor less than 80 percent of the highest adjusted measured demand established during the summer billing months of July, August and September for the twelve months ending with the current month. Monthly measured demands will be adjusted or corrected for power factor if customer's power factor is found by test to be less than 85 percent lagging. The measured demand corrected for power factor shall be determined by multiplying the maximum measured kilowatt demand during the month by 85 percent and dividing by the percentage power factor as determined. Fractional billing demands will be rounded to the nearest whole kilowatt demand.

SECONDARY METERING OF PRIMARY VOLTAGE SERVICE

When the power and energy requirements of primary voltage customers are measured at the secondary voltage side of the customer's power transformer (at the Department's option) the recorded energy and demand shall be increased by 2.5 percent.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule LGS-1
Large General Service
(Continued)

PAYMENT

Monthly bills will be rendered NET, payable on or before the due date of the net monthly bill. The gross monthly bill, which is 105 percent of the net monthly bill, will be collected if monthly bill is not paid on or before due date.

PAYMENT IN LIEU OF TAXES TO CITY OF INDEPENDENCE

The net monthly bill rates of this service schedule include charges for the Department's payment in lieu of taxes (PILOT) to the City's General Fund as authorized by Section 3.17 of the City Charter. The Department's PILOT payment to the City is equal to the amount of City taxes and fees charged on privately owned utilities, including the 9.08 percent franchise fee, applicable utility property taxes and sales taxes.

TERMS OF SERVICE

Service rendered under this schedule is subject to the Department's standard rules and regulations.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule TEGS
Total Electric General Service

AVAILABLE

Electric service is available under this schedule in the entire area served by the Department's existing secondary voltage distribution systems.

APPLICABLE

To any general service customer employing only electric service for lighting, comfort space heating, comfort cooling, and all other general purpose uses. Space heating equipment shall be permanently installed and connected and shall constitute not less than 30 percent of the customer's total connected load nor less than 20 kilowatts. Non-electric fuel use for incidental fuel supply for restaurant cooking equipment will be allowed under this schedule.

Service will be supplied through one meter at one point of delivery.

This schedule is not applicable to resale or shared electric service.

CHARACTER OF SERVICE

Alternating current, 60 cycles, three phase, at the voltages as the Department may have available for the service required.

NET MONTHLY BILL

Demand Charge

\$6.35	per KW for the first 150 KW of billing demand
\$4.53	per KW for the next 850 KW of billing demand
\$4.01	per KW for the next 1,000 KW of billing demand
\$3.69	per KW for all additional KW of billing demand

Energy Charge

*Rate A (Applicable to Energy Used with first 1,400 KW of billing demand)

<u>Off-Peak</u>	<u>On-Peak</u>	
<u>Season</u>	<u>Season</u>	
6.05¢	8.01¢	per KWH of energy use resulting from the first 75 hours use times KW billing demand
5.52¢	7.32¢	per KWH of energy use resulting from the next 225 hours use times KW billing demand
4.63¢	6.14¢	per KWH of energy use resulting from the next 100 hours use times KW billing demand
4.28¢	5.68¢	per KWH of energy use resulting from all over 400 hours use times KW billing demand

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule TEGS
Total Electric General Service
(Continued)

**Rate B (Applicable to Energy Used with all over 1,400 KW of billing demand)

<u>Off-Peak</u>	<u>On-Peak</u>	
<u>Season</u>	<u>Season</u>	
5.77¢	7.64¢	per KWH of energy use resulting from the first 75 hours use times KW billing demand over 1,400 KW
5.26¢	6.97¢	per KWH of energy use resulting from the next 225 hours use times KW billing demand over 1,400 KW
4.52¢	6.00¢	per KWH of energy use resulting from the next 100 hours use times KW billing demand over 1,400 KW
4.28¢	5.68¢	per KWH of energy use resulting from all over 400 hours use times KW billing demand over 1,400 KW

Minimum Monthly Bill

The Demand and Energy Charges, but not less than the charge of \$6.02 per KW of the highest adjusted measured demand established during the twelve months ending with the current month.

TOTAL METERED ENERGY TO BE BILLED AT ENERGY RATE "A" AND RATE "B"

Rate "A" applies to Energy used with first 1,400 KW of Billing Demand. When customer's Billing Demand is 1,400 KW or less, total Metered Energy is billed under Rate "A". When customers Billing Demand is greater than 1,400 KW, total Energy to be billed under Rate "A" and Rate "B" is determined as follows:

*Rate "A" Total Energy KWH = 1,400 KW divided by Total Billing Demand (times) Total Metered Energy; and

**Rate "B" Total Energy KWH = Total Metered Energy minus Rate "A" Total Energy KWH

FUEL-ENERGY COST ADJUSTMENT

See Schedule FA-1.

BILLING DEMAND DETERMINATION

Off-Peak Season Period: The current month's billing demand shall be the lesser of (A) or (B), determined as follows:

- (A) The current month's maximum 30-minute measured kilowatt demand, but not less than 20 kilowatts.
- (B) The highest of the maximum monthly 30-minute measured kilowatt demands established during the months of July, August, or September, included in the twelve months ending with the current month, but not less than 75 percent of the current month's maximum 30-minute measured kilowatt demand, nor less than 20 kilowatts.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule TEGS
Total Electric General Service
(Continued)

On-Peak Season Period: The current month's maximum 30-minute measured kilowatt demand, but not less than 20 kilowatts.

BILLING PERIODS

The "off-peak" season shall be for the seven consecutive billing months with the first billing month commencing with meter reading cycle 1 occurring in October each year.

The "on-peak" season shall be the remaining five consecutive billing months.

PAYMENT

Monthly bills will be rendered NET, payable on or before the due date of the net monthly bill. The gross monthly bill, which is 105 percent of the net monthly bill, will be collected if monthly bill is not paid on or before due date.

PAYMENT IN LIEU OF TAXES TO CITY OF INDEPENDENCE

The net monthly bill rates of this service schedule include charges for the Department's payment in lieu of taxes (PILOT) to the City's General Fund as authorized by Section 3.17 of the City Charter. The Department's PILOT payment to the City is equal to the amount of City taxes and fees charged on privately owned utilities, including the 9.08 percent franchise fee, applicable utility property taxes and sales taxes.

TERMS OF SERVICE

Service rendered under this schedule is subject to the Department's standard rules and regulations.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule LP-2
Large Power Service

AVAILABLE

Electric service is available under this schedule in the entire area served by the Department's existing 13,200 volt primary distribution system and 69,000 volt transmission system.

APPLICABLE

To any industrial customer for all power and energy uses at any one location where service of a single character is taken through one meter at one point of delivery. This schedule is not applicable to resale or shared electric service.

CHARACTER OF SERVICE

Alternating current, 60 cycles, three phase, 13,200 volts primary distribution delivery of 69,000 volt transmission delivery.

NET MONTHLY BILL

Rate

Demand Charge

\$5.70 per KW for the first 500 KW of billing demand
\$4.83 per KW for the next 500 KW of billing demand
\$3.23 per KW for all additional KW of billing demand

Energy Charge

*Rate A (Applicable to energy used with first 1,800 KW of billing demand)

7.81¢ per KWH of energy use resulting from the first 150 hours use times KW billing demand
7.10¢ per KWH of energy use resulting from the next 200 hours use times KW billing demand
6.12¢ per KWH of energy use resulting from the next 100 hours use times KW billing demand
5.61¢ per KWH of energy use resulting from all over 450 hours use times KW billing demand

**Rate B (Applicable to energy used with all over 1,800 KW of billing demand)

7.19¢ per KWH of energy use resulting from the first 150 hours use times KW billing demand over 1,800 KW
6.38¢ per KWH of energy use resulting from the next 200 hours use times KW billing demand over 1,800 KW
5.20¢ per KWH of energy use resulting from the next 100 hours use times KW billing demand over 1,800 KW
4.79¢ per KWH of energy use resulting from all over 450 hours use times KW billing demand over 1,800 KW

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule LP-2
Large Power Service
(Continued)

Minimum Monthly Bill

The Demand and Energy Charges, but not less than the charge of \$4.83 per KW of the highest adjusted measured demand established during the twelve months ending with current month. The minimum monthly bill will be adjusted to include any Extra Facilities Charge if applicable.

TOTAL METERED ENERGY TO BE BILLED AT ENERGY RATE "A" AND RATE "B"

Rate "A" applies to Energy used with first 1,800 KW of Billing Demand. When customer's Billing Demand is 1,800 KW or less, total Metered Energy is billed under Rate "A". When Customers Billing Demand is greater than 1,800 KW, total Energy to be billed under Rate "A" and Rate "B" is determined as follows:

*Rate "A" Total Energy KWH = 1,800 KW divided by Total Billing Demand
(times) total Metered Energy; and

**Rate "B" Total Energy KWH = Total Metered Energy minus Rate "A" Total
Energy KWH.

TRANSMISSION VOLTAGE DISCOUNT

Where the Department renders electric service at 69,000 volts and the customer furnishes and maintains all transformation equipment, controlling and protective equipment and other facilities required to transform the delivery voltage to a utilization voltage, the demand charge of the net monthly rate shall be discounted \$1.02 per KW of billing demand.

FUEL-ENERGY COST ADJUSTMENT

See Schedule FA-1.

BILLING DEMAND DETERMINATION

Primary Voltage Service

The monthly billing demand shall be the maximum 30-minute measured kilowatt (KW) demand as adjusted for power factor during the month, but the minimum billing demand during any month shall not be less than 200 KW nor less than 80 percent of the highest adjusted measured demands established during the summer billing months of July, August and September for the twelve months ending with current month. Monthly measured demands will be adjusted or corrected for power factor if customer's power factor is found by test to be less than 85 percent lagging. The measured demand corrected for power factor shall be determined by multiplying the maximum measured kilowatt demand during the month by 85 percent and dividing by the percentage power factor as determined. Fractional billing demands will be rounded to the nearest whole kilowatt demand.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule LP-2
Large Power Service
(Continued)

Transmission Voltage Service

The monthly billing demand shall be the maximum 30-minute measured kilowatt (KW) demand as adjusted for power factor during the month, but the minimum billing demand during any month shall not be less than 3,000 KW nor less than 80 percent of the highest adjusted measured demands established during the summer billing months of July, August and September for the twelve months ending with current month. Monthly measured demands will be adjusted or corrected for power factor if customer's power factor is found by test to be less than 85 percent lagging. The measured demand corrected for power factor shall be determined by multiplying the maximum measured kilowatt demand during the month by 85 percent and dividing by the percentage power factor as determined. Fractional billing demands will be rounded to the nearest whole kilowatt demand.

EXTRA FACILITIES TRANSFORMATION RENTAL CHARGES

Upon the customer's written request for Extra Facilities Transformation Equipment at the time of new service application, and if mutually beneficial to the Department and the customer as determined by the Department, the Department at its sole option will provide and maintain Extra Facilities Transformation Equipment to the customer at a agreed upon location on customer's property which converts the delivered 13.2 KV primary voltage service to a lower standard primary or secondary voltage. The monthly rental charge for Extra Facilities Transformation is in addition to the customer's Net Monthly Bill Rate for electric service and shall be equal to 1.3 percent of the Departments' total investment in the Extra Facilities Transformation Equipment provided herein.

PAYMENT

Monthly billing will be rendered NET, payable on or before the due date of the net monthly bill. The gross monthly bill, which is 105 percent of the net monthly bill, will be collected if monthly bill is not paid on or before due date.

PAYMENT IN LIEU OF TAXES TO CITY OF INDEPENDENCE

The net monthly bill rates of this service schedule include charges for the Department's payment in lieu of taxes (PILOT) to the City's General Fund as authorized by Section 3.17 of the City Charter. The Department's PILOT payment to the City is equal to the amount of City taxes and fees charged on privately owned utilities, including the 9.08 percent franchise fee, applicable utility property taxes and sales taxes.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule LP-2
Large Power Service
(Continued)

TERMS OF CONTRACT AND SERVICE

The customer shall execute the Department's standard form of contract for three years or more, designating therein the amount of power contracted for. The contract shall be automatically renewed annually after initial period until terminated by written notice from either party. Service rendered under this schedule is subject to the Department's standard rules and regulations.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule CH-1
Churches and Hospitals

AVAILABLE

Electric service is available under this schedule in the entire area served by the Department's existing secondary voltage distribution system.

APPLICABLE

To publicly and privately endowed non-profit churches of generally recognized denominations and hospitals for all power and energy uses at any one location where service is taken through one meter at one point of delivery.

CHARACTER OF SERVICE

Alternating current, 60 cycles, single or three phase, at secondary voltages as the Department may have available for the service required.

NET MONTHLY BILL

Rate

Off-Peak Season

20.00¢ per KWH for the first 100 KWH
12.16¢ per KWH for the next 300 KWH
11.03¢ per KWH for the next 3,600 KWH
9.90¢ per KWH for all over 4,000 KWH

On-Peak Season

20.00¢ per KWH for the first 100 KWH
12.16¢ per KWH for the next 300 KWH
11.03¢ per KWH for all over 400 KWH

Minimum Monthly Bill

The Rate Charge, but not less than the charge of \$4.12 for single phase voltage service, \$17.83 for three phase voltage service and \$81.94 for all electric service.

All Electric Service

Where electric service is rendered exclusively for lighting, cooking, water heating, comfort space heating, comfort cooling, and other power purposes the off-peak season rate shall be:

4.88¢ per KWH for all over 10,000 KWH

Space heating equipment shall be thermostatically controlled and shall not be less than 3 KW total input rating. Space heating and water heating equipment shall be operated at 208 volts or more and be of a design approved by the Department.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule CH-1
Churches and Hospitals
(Continued)

High Load Factor Service

When customer's monthly billing demand is 50 kilowatts or more and energy usage is in excess of 350 kilowatt hours per kilowatt of billing demand, the net monthly rate shall be discounted 0.48¢ per kilowatt hour.

FUEL-ENERGY COST ADJUSTMENT

See Schedule FA-1.

BILLING DEMAND DETERMINATION

The monthly billing demand shall be the maximum 30-minute measured kilowatt (KW) demand as adjusted for power factor during the month, but the minimum billing demand during any month shall not be less than 50 KW nor less than 80 percent of the highest adjusted measured demands established during the billing months of July, August and September for the twelve months ending with current month. Monthly measured demands will be adjusted or corrected for power factor if customer's power factor is found by test to be less than 85 percent lagging. The measured demand corrected for power factor shall be determined by multiplying the maximum measured kilowatt demand during the month by 85 percent and dividing by the percentage power factor as determined. Fractional billing demands will be rounded to the nearest whole kilowatt demand.

BILLING PERIODS

The "off-peak" season shall be for seven consecutive billing months with the first billing month commencing with meter reading cycle 1 occurring in October each year.

The "on-peak" season shall be the remaining five consecutive billing months.

PAYMENT

Monthly bills will be rendered NET, payable on or before the due date of the net monthly bill. The gross monthly bill, which is 105 percent of the net monthly bill, will be collected if monthly bill is not paid on or before due date.

PAYMENT IN LIEU OF TAXES TO CITY OF INDEPENDENCE

The net monthly bill rates of this service schedule include charges for the Department's payment in lieu of taxes (PILOT) to the City's General Fund as authorized by Section 3.17 of the City Charter. The Department's PILOT payment to the City is equal to the amount of City taxes and fees charged on privately owned utilities, including the 9.08 percent franchise fee, applicable utility property taxes and sales taxes.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule CH-1
Churches and Hospitals
(Continued)

TERMS OF SERVICE

Service rendered under this schedule is subject to the Department's standard rules and regulations

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule SP-1
Sewer Pumping

AVAILABLE

Electric service is available under this schedule in the entire area served by the Department's existing secondary voltage distribution system.

APPLICABLE

To the City of Independence for all power and energy used for operating pumping loads and sewage treatment of the sewer system. Other loads associated with such pumping and treatment may be served from this schedule.

CHARACTER OF SERVICE

Alternating current, 60 cycles, single or three phase, at secondary voltages as the Department may have available for the service required.

NET MONTHLY RATE

Rate

9.89¢ per KWH for all KWH used.

Minimum Monthly Bill

The Rate Charge, but not less than the charge of \$6.31 per KW of billing demand.

FUEL-ENERGY COST ADJUSTMENT

See Schedule FA-1.

BILLING DEMAND DETERMINATION

The monthly billing demand shall be the maximum 30-minute measured kilowatt (KW) demand as adjusted for power factor during the month, but the minimum billing demand during any month shall not be less than 10 KW nor less than 100 percent of the highest adjusted measured demand established during the twelve months ending with current month. Monthly measured demands will be adjusted or corrected for power factor if customer's power factor is found by test to be less than 85 percent lagging. The measured demand corrected for power factor shall be determined by multiplying the maximum measured kilowatt demand during the month by 85 percent and dividing by the percentage power factor as determined. Fractional billing demands will be rounded to the nearest whole kilowatt demand.

PAYMENT

Monthly bills will be rendered net, payable on or before the due date of the net monthly bill. The gross monthly bill, which is 105 percent of the net monthly bill, will be collected if monthly bill is not paid on or before due date.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule SP-1
Sewer Pumping
(Continued)

PAYMENT IN LIEU OF TAXES TO CITY OF INDEPENDENCE

The net monthly bill rates of this service schedule include charges for the Department's payment in lieu of taxes (PILOT) to the City's General Fund as authorized by Section 3.17 of the City Charter. The Department's PILOT payment to the City is equal to the amount of City taxes and fees charged on privately owned utilities, including the 9.08 percent franchise fee, applicable utility property taxes and sales taxes.

TERMS OF SERVICE

Service rendered under this schedule is subject to the Department's standard rules and regulations.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule GSSH-1
General Service Electric Space Heating

AVAILABLE

Electric service is available under this schedule in the entire area served by the Department's existing secondary voltage distribution system.

APPLICABLE

To any customer whose normal power and energy requirements are billed on Schedules GS-1 or LGS-1, supplied through one meter at one point of delivery for all power and energy used for qualifying electric space heating equipment. Space heating equipment shall be operated at 208 volts or more and be of a design approved by the Department.

Permanently installed equipment to cool the same area served by the electric space heating equipment may be connected to the space heating circuit, but will not be billed under this schedule during the on-peak months.

Application of this rate is limited to seven consecutive billing months with the first billing month starting with meter reading cycle 1 occurring in October of each year. The power (KW) and energy (KWH) used during the five month period not covered by this schedule shall be added to the consumption through the General Service meter and billed under the applicable General Service schedules.

CHARACTER OF SERVICE

Alternating current, 60 cycles, single or three phase, at secondary voltages as the Department may have available for the service required.

NET MONTHLY BILL

Rate

4.35¢ per KWH for all KWH used.

Minimum Monthly Bill

The Rate Charge, but not less than of charge of \$0.89 per KW of billing demand.

Qualifying Electric Space Heating Equipment

Qualifying electric space heating equipment shall be permanently installed, thermostatically controlled and in normal use and shall include all types of electric space heating equipment of not less than 3 KW (except heat pumps) which are the sole source of comfort heating for room or rooms to be heated. Qualifying space heating equipment shall also include electric heat pumps or add-on electric heat pumps used with fossil fuel heating and other types of heating or solar heating systems of not less than 12,000 Btu nominal cooling capacity. The add-on heat pump shall be the sole source of space heating for the space to be heated during outdoor temperatures at or above the thermal heating capacity balance point of the heat pump.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule GSSH-1
General Service Electric Space Heating
(Continued)

Add-on heat pumps shall be properly sized for the cooling space to be cooled and shall include the necessary control equipment which automatically operates the heat pump as the sole source of space heating during outdoor temperatures at or above the thermal heating capacity balance point of the heat pump. The thermal heating capacity balance point is the outdoor temperature at which the heating requirements of the space to be heated exceed the heating capacity of the heat pump and, therefore, other heating systems must be used in order to satisfy the heating requirements of the space to be heated.

FUEL-ENERGY COST ADJUSTMENT

See Schedule FA-1.

BILLING DEMAND DETERMINATION

The maximum 30-minute measured kilowatt demand during the month, but not less than 6 KW.

PAYMENT

Monthly bills will be rendered NET, payable on or before the due date of the net monthly bill. The gross monthly bill, which is 105 percent of the net monthly bill, will be collected if monthly bill is not paid on or before due date.

PAYMENT IN LIEU OF TAXES TO CITY OF INDEPENDENCE

The net monthly bill rates of this service schedule include charges for the Department's payment in lieu of taxes (PILOT) to the City's General Fund as authorized by Section 3.17 of the City Charter. The Department's PILOT payment to the City is equal to the amount of City taxes and fees charged on privately owned utilities, including the 9.08 percent franchise fee, applicable utility property taxes and sales taxes.

TERMS OF SERVICE

Service rendered under this schedule is subject to the Department's standard rules and regulations.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule PL-3
Private Outdoor Lighting Service

AVAILABLE

Electric service is available under this schedule in the entire area served by the Department's existing secondary voltage distribution system.

APPLICABLE

To any customer for the lighting of private outdoor areas. The Department shall furnish, install, and maintain all facilities required for service. Lamp fixtures and flood lights will be operated by a photo cell switch on a dusk to dawn basis.

CHARACTER OF SERVICE

Alternating current, 60 cycles, single or three phase at secondary voltages as the Department may have available for the required service.

NET MONTHLY BILL

Rate

- A. When mercury vapor area light fixture is mounted on an existing wood distribution pole where secondary voltage exists (frozen, not available for newly installed lights, after the effective date of Schedule PL-3):

175 watt luminaire	\$17.28
400 watt luminaire	\$27.68

- B. When high pressure sodium vapor area light fixture is mounted on an existing wood distribution pole where secondary voltage exists:

70 watt luminaire	\$14.08
150 watt luminaire	\$17.54

- C. When a high pressure sodium vapor flood light fixture is mounted on an existing wood pole where secondary voltage exists:

70 watt flood light	\$14.58
250 watt flood light	\$20.59
400 watt flood light	\$24.38

- D. When facilities beyond those provided for in Rate A, Rate B and Rate C are required, a charge of 1.5 percent of the Departments estimated investment in the additional facilities provided will be added to the Net Monthly Bill.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule PL-3
Private Outdoor Lighting Service
(Continued)

- E. When sodium vapor luminaire fixture or sodium vapor flood light fixture cannot be mounted on an existing wood distribution pole, the monthly charge in addition to charges provided in Rate B and C for a standard 30 foot wood distribution pole (including secondary voltage conductor) will be:

\$6.65 per pole

- F. If customer requests the replacement of existing mercury vapor area light luminaires with sodium vapor area light luminaires the customer will be charged a \$42.92 per luminaire cost of removal charge for each mercury vapor luminaire replaced by a sodium vapor luminaire.

PAYMENT

Monthly bills will be rendered NET, payable on or before the due date of the net monthly bill, the gross monthly bill, which is 105 percent of the net monthly bill, will be collected if monthly bill is not paid on or before due date.

PAYMENT IN LIEU OF TAXES TO CITY OF INDEPENDENCE

The net monthly bill rates of this service schedule include charges for the Department's payment in lieu of taxes (PILOT) to the City's General Fund as authorized by Section 3.17 of the City Charter. The Department's PILOT payment to the City is equal to the amount of City taxes and fees charged on privately owned utilities, including the 9.08 percent franchise fee, applicable utility property taxes and sales taxes.

TERMS OF SERVICE

Service rendered under this schedule is subject to the Department's standard rules and regulations.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule PL-3
Private Outdoor Lighting Service
(Continued)

Form of Customer Agreement

This agreement is entered into this _____ day of _____, 20____, between Independence Power & Light Department (Department) and _____ (Customer).

1. Scope: The Department will supply, install and maintain on property located at _____, the hereinafter specified number of automatically controlled lighting fixtures and wood poles.

2. Installations and Rates:

<u>No. of Installed</u>	<u>Type and Size</u>	<u>Monthly Rate Per Installed Unit</u>	<u>Total Monthly Charge</u>
_____	70 Watt Sodium Vapor* Area Light Fixture (Nominal 5,800 Lumens)	\$14.08	\$_____
_____	150 Watt Sodium Vapor* Area Light Fixture (Nominal 16,000 Lumens)	\$17.54	\$_____
_____	70 Watt Sodium Vapor* Flood Light Fixture (Nominal 5,800 Lumens)	\$14.58	\$_____
_____	250 Watt Sodium Vapor* Flood Light Fixture (Nominal 29,000 Lumens)	\$20.59	\$_____
_____	400 Watt Sodium Vapor* Flood Light Fixture (Nominal 47,500 Lumens)	\$24.38	\$_____
_____	30 Foot Wood Pole	\$6.65	\$_____
_____	Existing Wood Pole	N/C	_____

* High Pressure Sodium Vapor Luminaries

3. Terms of Agreement: This agreement shall be binding on both parties for a period of one year. It is understood that this agreement will be extended beyond the initial agreement term on a month to month basis until cancelled by the customer. The terms and conditions of the Private Outdoor Lighting Schedule PL-3 and Electric Service Policies, Standards and Requirements are subject to change from time to time by the appropriate action of the City Council of Independence, Missouri.

Independence
Power & Light Department

Customer

Job Number

Account Number

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule SCIS-1
Special Contract Large Interruptible Industrial Service

AVAILABLE

Special agreement interruptible electric service or combined interruptible and partial backup firm service is available under this schedule when customer makes written request and the Department determines that such requested electric service in specific customer application will be cost effective to the Department and its customers under the rates, terms and conditions of electric service interruption included in this rate schedule.

Available to any single metered industrial customer for all power and energy uses. Service will be supplied from the Utility's three phase 13 KV distribution system for contract interruptible loads of 1,000 kilowatts or more. This schedule is not applicable to resale or shared electric service.

TERM OF SERVICE

Agreements under this schedule shall be for a term of not less than eight years. Service after the eighth year shall be automatically renewable each year unless canceled by the Department or customer after 12 months prior written notice.

NET MONTHLY RATE FOR INTERRUPTIBLE SERVICE

Demand Charge

\$5,529 for the first 1,000 KW of billing demand.
\$5.27 per KW for all additional KW of billing demand.

Energy Charge

5.05¢ per KWH of metered energy use resulting from the first 480 hours use times KW billing demand.
4.31¢ per KWH of metered energy use for all over 480 hours use times KW billing demand.

Minimum Monthly Bill

The minimum monthly charge shall be the Interruptible Demand and Energy Charges, any Backup Firm Electric Service Rider provision charges and Extra Facility Charge if applicable.

FUEL-ENERGY COST ADJUSTMENT

See Schedule FA-1.

TERMS AND CONDITIONS OF ELECTRIC SERVICE INTERRUPTION

Electric service provided at this rate schedule is subject to 100 percent interruption upon demand of the Department during the Seasonal Interruption Periods prescribed herein. If customer purchases Backup Firm Service in accordance with the Backup Firm Electric Rider Provision included in Schedule SCIS-1, then customer's electric service shall be curtailed to a load amount not to exceed the amount of contracted demand for Backup Firm Service.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule SCIS-1
Special Contract Large Interruptible Industrial Service
(Continued)

Seasonal Interruption Periods

Summer Season: For a maximum daily period of each hour between 12:00 noon through 10:00 P.M. for the period extending from June 20th through September 10th of each year, exclusive of weekends and generally recognized holidays.

Winter Season: For a maximum daily period of each hour between 5:00 P.M. through 9:00 P.M. for the period extending from November 15th through March 15th of each year, exclusive of weekends and generally recognized holidays.

Notification Period of Electric Service Interruption

The Department's Load Dispatcher will notify the customer 24 hours in advance of each day's electric service hourly interruption period during the prescribed Seasonal Interruption Periods.

In case of emergencies as determined by the Department, electric service interruptions during the prescribed Seasonal Interruption Periods may be implemented at one-hour notice to the customer.

Implementation of Electric Service Interruption

The Department reserves the right to restrict or limit the terms of implemented interruption to lesser number of days or hours than allowed in this rate schedule based upon content of Specific Service Interruption Agreements between the Department and the customer.

Summer Season Period

The Department's implementation of electric service interruption during the Summer Season Period will be based upon the expectation that the maximum outdoor temperature is to exceed 98° F during the day in which electric service is to be interrupted. Each day's hourly period of interruption will be determined by the Department as dictated by the electric system load, available capacity, and cost of energy supply, but will not be greater than the maximum period of 12:00 Noon through 10:00 P.M. If Backup Firm Electric Service is provided at the terms and conditions of Backup Firm Electric Service Rider Provision and at the Department's sole discretion, customer may elect, if authorized by the Department, not to curtail or interrupt the load to level of Backup Firm Service contract demand and be billed at the additional energy charge authorized by said Rider Provision for all energy used during maximum daily interruption period of 12:00 Noon to 10:00 P.M.

Winter Season Period

The Department's implementation of electric service interruption during the Winter Season Period will be based upon the expectation that the maximum outdoor temperature is to be less than 5° F during the day in which electric service is to be interrupted. Each day's hourly period of interruption will be determined by the Department as dictated by the electric system load, available capacity and cost of energy supply, but will not be greater than the maximum period

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule SCIS-1
Special Contract Large Interruptible Industrial Service
(Continued)

of 5:00 P.M. through 9:00 P.M. If Backup Firm Electric Service is provided at the terms and conditions of Backup Firm Electric Service Rider Provision and at the Department's sole discretion, customer may elect, if authorized by the Department, not to curtail or interrupt the load to level of Backup Firm Service contract demand and be billed at the additional energy charge authorized by said Rider Provision for all energy used during maximum daily interruption period of 5:00 P.M. to 9:00 P.M.

BACKUP FIRM ELECTRIC SERVICE RIDER PROVISION

Upon written request of the customer and the concurrence of the Department, backup firm electric service will be provided to the customer through the interruptible service meter for essential plant electric requirements during periods when electric service is interrupted.

Backup firm electric service shall be provided upon the following conditions:

1. Backup firm electric service is defined as the maximum 30-minute delivery of electric power measured in kilowatts that the customer may use during implemented electric service interruption periods. The maximum amount of firm electric power delivery shall be the contract demand for backup firm electric service delivery.
2. The customer shall nominate a contract demand for backup firm service and the amount of the nominated contract demand shall be the lesser of the amount determined from provision (a) or (b) stated as follows:
 - (a) an amount not to exceed 40 percent of the customer's expected highest monthly metered demand for interruptible service during a consecutive 12 month period; or
 - (b) an amount that results in an implemented total net load interruption (highest monthly metered demand minus nominated contract demand) of not less than 1,000 kilowatts.
3. If customer's actual highest measured 30 minute kilowatt demand during an actual implemented interruption period exceeds the nominated contract demand for two consecutive days, then the highest measured demand shall be the contract demand for a subsequent 12 month period.

Backup firm service shall be provided only on an annual basis each year and shall be billed at the following Net Monthly Rate charge in addition to the Net Monthly Rate charges for Interruptible Service:

Monthly Demand Charge

\$5.54 per KW for all KW of annual contract firm service demand.

Monthly Energy Charge

2.78¢ per KWH additional energy charge for all KWH used during actual implemented periods of service interruption or authorized use during the maximum daily interruption periods.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule SCIS-1
Special Contract Large Interruptible Industrial Service
(Continued)

EXTRA FACILITIES RENTAL CHARGES FOR INTERRUPTIBLE SERVICE

Upon the written request of the customer and the concurrence of the Department, the Department will provide and maintain Extra Facilities including a stepdown transformer facility from either 13,200 volts to another standard single character primary or secondary voltage and all necessary Utility auxiliary and protective equipment at an agreed upon location at the customer's property. The monthly rental charge for Extra Facilities, in addition to customer's monthly rate for electric service, shall be equal to 1.3 percent of the Department's total investment in the Extra Facilities provided herein. The Department's metering of the customer's service will be at the Department's option on either the high or low voltage side of stepdown transformer facility, but if metering is on the low voltage side of transformer, said metering will include a loss compensating device to measure the stepdown transformer winding losses.

MONTHLY BILLING DEMAND DETERMINATION FOR INTERRUPTIBLE SERVICE

Demand will be determined by demand instruments or at the Department's option by demand tests. The Billing Kilowatt Demand for any month shall be the highest kilowatt demand indicated in any 30-minute interval during that month as adjusted for power factor, but not less than 1000 Kilowatts.

During the billing months when customer's electric service is subject to interruption (the days of June 20 through September 10 and November 15 through March 15), 50 percent of the highest metered KW demand established during the Off-Peak Hours (10:00 P.M. through 7:00 A.M.) that is in excess of the highest metered demand established during On-Peak Hours (7:00 A.M. through 10:00 P.M.) will be excluded from the Off-Peak Hour highest demand.

The highest kilowatt demand adjusted for power factor shall be determined by multiplying the measured highest kilowatt demand times 95% and dividing by the percentage power factor determined.

PAYMENT

Monthly bills will be rendered NET, payable on or before the due date of the net monthly bill. The gross monthly bill, which is 105 percent of the net monthly bill including Backup Firm Electric Service Charges and Extra Facilities Rental Charge, will be collected if the monthly bill is not paid on or before due date.

PAYMENT IN LIEU OF TAXES TO CITY OF INDEPENDENCE

The net monthly bill rates of this service schedule include charges for the Department's payment in lieu of taxes (PILOT) to the City's General Fund as authorized by Section 3.17 of the City Charter. The Department's PILOT payment to the City is equal to the amount of City taxes and fees charged on privately owned utilities, including the 9.08 percent franchise fee, applicable utility property taxes and sales taxes.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule SCIS-1
Special Contract Large Interruptible Industrial Service
(Continued)

TERMS OF SERVICE

Service rendered under this schedule is subject to the Department's standard rules and regulations.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule TRS-2
City Traffic Signal Service

AVAILABLE

Electric service is available under this schedule in the entire area served by the Department's existing secondary voltage distribution system.

APPLICABLE

To the City of Independence for standard traffic signal control service and special emergency vehicle traffic control service. The Department shall operate and maintain standard traffic signal control facilities, but the City of Independence shall own and finance the installation and replacement cost of standard traffic signal control facilities (excluding Extra Facilities) applicable to the Net Monthly Bill provision of this schedule. Special Emergency Vehicle Traffic Control (EVTC) Service, provided under the Signal Extra Facilities Charge provision of this schedule, shall be billed at either of: (a) equipment that is owned, installed, replaced and maintained by the Department and whose continuing equipment original investment cost is financed by the Department; or (b) equipment that is owned, installed, replaced and maintained by the Department but whose initial equipment original investment cost is financed by the City of Independence and whose replacement equipment investment cost is financed by the Department.

CHARACTER OF SERVICE

Alternating current, 60 cycles, single phase secondary voltages

NET MONTHLY BILL

Monthly Rate – Standard Traffic Signal Control Service

- | | | |
|-----------------------------|---------|--------------------------------------|
| (A) Signal Facility Charge | \$89.27 | per metered location or intersection |
| (B) Power Use Energy Charge | 6.29¢ | per KWH for all energy used |

SIGNAL EXTRA FACILITIES CHARGE

As authorized by the City of Independence Public Works Department or Finance Department, the Power & Light Department shall install, replace and maintain Signal Extra Facilities Equipment for providing Emergency Vehicle Traffic Control Service at both City of Independence-owned and State of Missouri-owned traffic signal control locations at the following applicable Net Monthly charges:

- (a) For Extra Facilities EVTC equipment whose original and replacement cost investment is financed by the Department, the Extra Facility Net Monthly billing charges applicable to the City of Independence shall be equal to 1.2 percent times the Department's applicable billing month's total installed investment cost for the Extra Facilities Equipment located at all traffic signal control locations.
- (b) For Extra Facilities EVTC equipment whose initial original cost investment is financed by the City of Independence, the Extra Facility Net Monthly billing charges applicable to the City of Independence shall be equal to 0.9 percent times the Department's applicable billing month's total installed investment cost for the Extra Facilities Equipment located at all traffic signal control locations. The investment cost of EVTC equipment replaced by the Department, which

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule TRS-2
City Traffic Signal Service
(Continued)

was originally financed by the City, shall be financed by the Department and billed under provision (b).

The Extra Facilities Charges applicable to EVTC equipment installed on traffic signal locations owned, operated and maintained by the State of Missouri, whose electric service is provided to the State of Missouri under the Department's applicable General Service rate schedule, shall be billed to the City of Independence under the appropriate Signal Extra Facilities Charge provision of this schedule.

FUEL-ENERGY COST ADJUSTMENT

See Schedule FA-1.

PAYMENT

Monthly bills will be rendered NET, payable on or before the due date of the net monthly bill. The gross monthly bill, which is 105 percent of the net monthly bill, will be collected if the monthly bill is not paid on or before due date.

PAYMENT IN LIEU OF TAXES TO CITY OF INDEPENDENCE

The net monthly bill rates of this service schedule include charges for the Department's payment in lieu of taxes (PILOT) to the City's General Fund as authorized by Section 3.17 of the City Charter. The Department's PILOT payment to the City is equal to the amount of City taxes and fees charged on privately owned utilities, including the 9.08 percent franchise fee, applicable utility property taxes and sales taxes.

TERMS OF SERVICE

Service rendered under this schedule is subject to the Department's standard rules and regulations.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule FA-1
Power Supply Fuel-Energy Cost Adjustment

APPLICABILITY

The Power Supply Fuel-Energy Cost Adjustment Schedule FA-1 shall be applicable to the Department's Retail Rate Schedules RS-3, RS-4, GS-1, LGS-1, TEGS, LP-2, SCH-1, SP-1, GSSH-1, SCIS-1, TRS-2, PSL-2FR, PSL-3CF, and PSL-3DF.

POWER SUPPLY FUEL-ENERGY COST ADJUSTMENT

Purpose of Adjustment

The Power Supply Fuel-Energy Cost Adjustment Rate is to compensate the Department for the changes in the cost of fuel and purchased power including applicable taxes (adjusted for sale of energy to other Utilities and entities) that are not included in the energy rates per kilowatt-hour of the Department's Retail Rate Schedules.

Adjustment Formula Charge

When the Department's monthly adjusted unit Fuel-Energy cost for the preceding calendar month (adjusted for the purchase and sale of energy to other Utilities and entities) is less than or exceeds \$1.847 per million Btu, the Net Monthly Bill shall be decreased or increased respectively by a fuel-energy adjustment charge of 0.0015 cents per KWH of customer usage for each one tenth cents per million Btu change in the cost of fuel and purchase power. The 0.0015 cent per KWH adjustment rate is based upon a production efficiency at Net System KWH Input Level of 12,765 (Btu/KWH) of fuel heat used for each net KWH of generation produced or purchased.

Application of Adjustment

The application of the monthly fuel-energy adjustment charge for each billing month shall apply to meter readings on approximately the 20th day of the month (billing cycle one) following each preceding month's unit fuel cost determination.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule FA-1
Power Supply Fuel-Energy Cost Adjustment
(Continued)

Monthly Unit Fuel-Energy Cost Determination

The monthly unit cost per million Btu will be determined from the following formula:

$$A = \frac{\$(B + C - D + E + F)}{(G + H - I) \text{KWH} \times \left(\frac{12,765 \text{ Btu}}{\text{KWH}} \right) \times \left(\frac{1 \text{ MBtu}}{1,000,000 \text{ Btu}} \right)}$$

- Where
- A = Adjusted Cost per Million Btu of equivalent heat used.
 - B = FOB cost of fuel used at the Department's Generating Stations including storage and handling costs plus environmental costs incurred in order to comply with State and Federal environmental regulations including, but not limited to, cost of environmental emission allowance credit purchases, emission taxes, and FOB cost of certain energy-related environmental commodities used to limit emissions.
 - C = The cost from other Utilities or entities of purchased electric energy plus any demand or capacity charge (exclusive of Border Customers purchases) plus transmission delivery costs, less \$717,600 per month (the amount of demand and capacity charge already included in the Department's Retail Rate Schedules).
 - D = The Department's cost of energy sales to other Utilities and entities which shall be computed as the Department's average variable cost of fuel plus purchased energy cost per kilowatt-hour of energy supply multiplied by the sale of electric energy to other Utilities or entities (exclusive of Border Customer sales).
 - E = Reconciliation of the cumulative over or under cost recovery of power supply fuel-energy costs from the previous twelve-month period computed as the difference between the power supply fuel-energy revenues collected computed as the sum of Schedule FA-1 revenues and \$0.027705 per kWh times retail kilowatt-hour energy sales for power supply fuel-energy cost already in the Department's Retail Rate Schedules less the 9.08 percent gross receipts tax payment to City and the retail power supply fuel-energy cost incurred for the same twelve-month period, commencing at the effective date of Schedule FA-1. Such reconciliation costs will be added or subtracted, as applicable, on a twelve-month amortization basis to subsequent monthly fuel-energy costs.
 - F = Adjustment for anticipated increases or decreases in the Department's power supply fuel and purchased power costs so as to provide for the timely recovery of such costs with such adjustment as approved by the Power & Light Director.
 - G = The net Kilowatt-hour generation of the Department's generating plants.
 - H = The delivered Kilowatt hours into the Department's system of purchased electric energy from other Utilities or entities (exclusive of Border Customer purchases).
 - I = The net Kilowatt-hour sale of electric energy to other Utilities or entities (exclusive of Border Customer sales).

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule FA-1
Power Supply Fuel-Energy Cost Adjustment
(Continued)

PAYMENT IN LIEU OF TAXES TO CITY OF INDEPENDENCE

The net monthly formula charge of this service schedule includes charges for the Department's payment in lieu of taxes (PILOT) to the City's General Fund as authorized by Section 3.17 of the City Charter. The Department's PILOT payment to the City is equal to the amount of City taxes and fees charged on privately owned utilities, including the 9.08 percent franchise fee, applicable utility property taxes and sales taxes.

TERMS OF SERVICE

Service rendered under this schedule is subject to the Department's standard rules and regulations.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule EDR-5
Economic Development Rider

PURPOSE

The purpose of this Economic Development Rider is to encourage industrial development in the Department's service territory. These activities will diversify the Department's customer base, create jobs and serve to improve the utilization efficiency of existing Department facilities.

AVAILABLE

Electric service under this Rider is only available to industrial customers otherwise qualified for service under the Department's Large Power Service (LP-2) rate schedule, Special Contract Large Interruptible Industrial Service (SCIS-1) rate schedule or Large General Service (LGS-1) rate schedule and who make application for service after the effective date of this Rider Schedule EDR-5.

For purposes of this Rider, an industrial customer is defined as any business that is primarily engaged in the manufacturing or processing of a product for sale or resale or any other similar industrial related activities as may be determined by the Department from time to time. This Rider is not applicable to any Customer who is directly engaged in the retail trade of rendering goods and services to the general public.

APPLICABILITY

Upon the written request of the customer and acceptance by the Department, the provisions of this Rider will be applicable to following customers that meet the following qualifications:

- (1) New industrial customers whose electrical load characteristics qualify under Applicability provisions (3)(a) and (4) of this Rider.
- (2) Existing industrial customers who either (i) have load expansion whose electric load characteristics qualify under Applicability provisions (3)(b) and (4) of this Rider or (ii) make a capital investment in their existing facility equal to or greater than ten times their annual electrical billings for the last 12 months and whose electrical load characteristics qualify under Applicability provisions (3)(c) and (4) of this Rider.
 - (a) The peak demand of the new customer is reasonably projected to be at least 200 KW within two years of the new customer first receiving service from the Department.
 - (b) The incremental peak load expansion of an existing customer is reasonably projected to be at least 200 KW and not less than 20 percent of the combined existing load and incremental load expansion within two years of existing customer first receiving service for load expansion.
 - (c) For an existing customer that qualifies under the capital investment criteria, the peak demand of the customer's facility shall be at least 200 KW.
- (4) The annual load factor of the new customer or incremental load expansion of an existing customer is reasonably projected to equal or exceed an annual load factor of

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule EDR-5
Economic Development Rider
(Continued)

50% within two years of the new customer or incremental load expansion first receiving service from the Department. For an existing customer that qualifies under the capital investment criteria, the customer annual load factor shall equal or exceed 50%. The annual customer load factor shall be determined using the following relationship:

Annual Energy (KWH) of the customer or load expansion
DIVIDED BY 8760 (Hours in year) DIVIDED BY Customer
Demand or Incremental Customer Demand Load Expansion,
Coincident with Department's Peak Demand.

- (5) If as determined by the Department, the actual new customer load or existing customer incremental expansion load fails to qualify under the terms of Applicability Provisions (3) and (4) at the end of the two-year projection period starting with the first month's application of the Incentive Discount Provisions, the Department shall terminate the further application of the Incentive Discount Provisions for the remaining years of the discount period.
- (6) Unless otherwise expressed in writing, the Customer agrees that the Department shall be the sole source of electricity used at the facility and to purchase, during the five-year term of the Agreement, all of its electric power requirements from the Department.
- (7) The base or existing demand of an existing customer load will be based on the average of the two highest monthly metered peak loads established during the most recent 24-month period prior to load expansion. The percent load expansion will be determined by dividing the projected incremental load expansion by the sum of the base demand (prior to load expansion) and the incremental load expansion.
- (8) If incremental load expansion of an existing customer is separately metered (at the Customer's option with Department Agreement) then the separately metered incremental load expansion will be treated as a new customer for the purpose of administering the provisions of this Rider, including applicable billing provisions.

Written requests for service under this Rider shall be accompanied by sufficiently detailed information to enable the Department to determine whether the new customer or incremental load expansion or the amount of capital investment meet the above criteria including items (1), (2), (3), (4), (7) and (8). All written requests for service under this Rider will be considered by the Department; however, requests which do not conform to the purpose and availability of this Rider, as stated above, will not be approved.

INCENTIVE DISCOUNT PROVISIONS

The billed amounts under this Rider shall be determined by reducing otherwise applicable billing charges, including fuel adjustment, associated with the applicable rate schedule, by the following percentage amounts:

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Independence, Missouri

Schedule EDR-5
Economic Development Rider
(Continued)

	Schedule A <u>Discount</u>	Schedule B <u>Discount</u>
First Contract Year	35.0%	14.0%
Second Contract Year	30.0%	12.0%
Third Contract Year	25.0%	10.0%
Fourth Contract Year	20.0%	8.0%
Fifth Contract Year	10.0%	4.0%
Sixth Contract Year and thereafter	0.0%	0.0%

Schedule A Discount applies to (i) the entire load for new customers; (ii) the entire load for existing customers that qualify under the capital investment criteria; and (iii) for the expanded load of existing customers that qualify under the load expansion criteria and have a separate meter for the expansion load (discount applies only to the separate meter for the load expansion).

Schedule B Discount applies to existing customers that qualify under the load expansion criteria and the existing customer's entire load (existing load plus expansion load) is metered with a single meter.

All other billing, operational and related provisions of the aforementioned rate schedule shall remain in effect.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule EDR-5
Economic Development Rider
(Continued)

FORM OF AGREEMENT

This Agreement is entered into as of this ___ day of _____, 20___, by and between Independence Power & Light Department (Department) and _____(Customer).

WITNESSETH:

Whereas, Department has on file with the City Clerk of Independence a certain Economic Development Rider Schedule EDR-5 (Rider), and;

Whereas, Customer has furnished sufficient information to the Department to demonstrate that its new electric load facilities or additional electric load expansion facilities or the amount of capital investment satisfies the Availability and Applicability provisions of Rider Schedule EDR-5, and;

Whereas, Customer wishes to take electric service from the Department, and the Department agrees to furnish electric service to the Customer under this Rider and pursuant to Rate Schedule _____ of the Department,

The Department and Customer agree as follows:

1. Service to the Customer's Facilities shall be pursuant to the Rider Schedule EDR-5, and Rate Schedule _____, and the Department's Electric Service Policies, Standards, and Requirements, as may be in effect from time to time and filed with the City Clerk of Independence.
2. Customer further acknowledges that this Agreement is not assignable voluntarily by Customer, but shall nevertheless insure to the benefit of and be binding upon the Customer's successors by operation of law.
3. Customer acknowledges that all information provided to the Department for the purpose of determining whether the Customer is eligible for service under the Rider shall be retained by the Department, and shall be subject to inspection and disclosure under Chapters 386 and 393, RSMo 1986, as amended from time to time. Should the Customer designate any of such information as proprietary or confidential, Department shall notify Customer of any request for inspection or disclosure.
4. Unless agreed upon in writing, the Customer agrees that the Department shall be the sole source of electricity used at the facility and to purchase, during the five-year (5) Incentive Discount Provision period of the Rider, all of its electric power requirements from the Department.
5. This Agreement shall be governed in all respects by the laws of the State of Missouri and City Charter and Ordinances of the City of Independence (regardless of conflict of laws provisions), and by the Electric Service Policies, Standards, and Requirements of the Department as they may exist from time to time.

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

Independence Power & Light Department

Customer

By _____

By _____

INDEPENDENCE POWER & LIGHT DEPARTMENT
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Schedule PSL-2FR
Public Street Lighting Service

AVAILABLE

Public Street Lighting Service is available in the entire area served by the Department's secondary voltage distribution system for "applicable" Mercury Vapor (MV) and High Pressure Sodium Vapor (HPSV) street lighting pole/fixtures installed by the Department prior to the effective date of this rate schedule. No new or additional Public Street Lighting Service Fixtures will be served under this rate schedule after April 30, 1999.

APPLICABLE

To the City of Independence for all Public Street Lighting Service under which the street lighting pole/fixtures were originally installed by the Department prior to May 1, 1999. When (a) existing Mercury Vapor street lighting fixtures are converted to High Pressure Sodium Vapor fixtures or (b) existing Mercury Vapor and High Pressure Sodium Vapor street lighting pole/fixtures are replaced by the Department at the end of said facilities useful life as determined by the Department; said converted or replaced street lighting fixtures will be served under Rate Schedule PSL-2DF.

The Department will own, operate and maintain the Public Street Lighting System Facilities served under this Rate Schedule.

Lamp Fixtures will be operated on a dusk to dawn basis generally through photo cell control.

NET MONTHLY BILL

Monthly Rate

(A) Energy Charge for Electric Supply to Street Lighting System Circuits:

(a-1) All energy used by the Public Street Lighting Lamps
served under this rate schedule 8.52¢ per KWH

(B) Facilities Charge for Overhead or Underground Circuit Street Lighting Pole/Fixtures:

(b-1) MV Lamp Fixtures Mounted on Standard Steel, Wood,
Concrete and Ornamental poles \$2.74 per lamp

(b-2) HPSV Lamp Fixtures Mounted on Standard Steel, Wood,
Concrete and Ornamental poles \$3.97 per lamp

FUEL-ENERGY COST ADJUSTMENT

See Schedule FA-1.

DETERMINATION OF MONTHLY ENERGY USE

The monthly energy use of street lighting fixtures served under this rate schedule shall be the sum of the lamp fixture wattage adjusted for transformer ballast losses times the estimated monthly dusk to dawn hours in each calendar month. Installed Mercury Vapor lamp wattage sizes prior to

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule PSL-2FR
Public Street Lighting Service
(Continued)

transformer ballast losses are 175 watt, 250 watt, 400 watt. Installed High Pressure Sodium Vapor lamp wattage sizes prior to transformer ballast losses are 70 watt, 100 watt, 150 watt, 250 watt. Annual dusk to dawn operating hours is approximately 4,000 hours per year.

PAYMENT

Monthly bills will be rendered NET, payable on or before due date of the Net Monthly Bill. The gross monthly bill, which is 105 percent of the net monthly bill, will be collected if the monthly bill is not paid on or before due date.

PAYMENT IN LIEU OF TAXES TO CITY OF INDEPENDENCE

The net monthly bill rates of this service schedule include charges for the Department's payment in lieu of taxes (PILOT) to the City's General Fund as authorized by Section 3.17 of the City Charter. The Department's PILOT payment to the City is equal to the amount of City taxes and fees charged on privately owned utilities, including the 9.08 percent franchise fee, applicable utility property taxes and sales taxes.

TERMS OF SERVICE

Service rendered under this schedule is subject to the Department's standard rules and regulations.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule PSL-3CF
Public Street Lighting Service

AVAILABLE

Public Street Lighting Service is available in the entire area served by the Department's secondary voltage distribution system for "applicable" High Pressure Sodium Vapor (HPSV) street lighting pole/fixture facilities systems installed by the Department but financed by the customer on or after May 1, 1999.

APPLICABLE

To the City of Independence for Public Street Lighting Service under which the Department owns, operates and maintains all Public Street Lighting Facilities. Under this rate schedule, either the City or "Other Entity" requesting the installation of any new street lighting facilities, which have been authorized by the City (Public Works Department), shall finance the construction cost of said facilities through "Contribution-in-Aid-of-Construction" payment to the Department. The "Other Entity" shall also make an Operating Cost Contribution payment to the City of Independence for the installation of non-standard street lighting facilities. The Department will replace any Public Street Lighting System Facilities served under this rate schedule at the end of said facilities useful life as determined by the Department that has been previously financed by a capital contribution-in-aid-of-construction to the Department.

Lamp fixtures will be operated on a dusk-to-dawn basis generally through photo cell control.

NET MONTHLY BILL

Rate Code	Description	Monthly Rate Per KWH or Per Pole
<u>(A) Energy Charge for Electric Supply to Street Lighting System Circuits:</u>		
(a-1)	All energy used by the Public Street Lighting Lamps served under this rate schedule	8.52¢/KWH
<u>(B) Facilities Charge for Underground Circuit Street Lighting System Poles:</u>		
(b-1)	HPSV Lamp Fixture Mounted on Standard Steel/Concrete Pole	\$9.65
(b-2)	HPSV Lamp Fixture Mounted on Breakaway Base Standard Steel Pole	\$14.57
(b-3)	HPSV Double Mastarm Lamp Fixture Mounted on Standard Steel/Concrete Pole	\$14.77
(b-4)	HPSV Double Mastarm Lamp Fixture Mounted on Breakaway Base Standard Steel Pole	\$18.53
(b-5)	HPSV Lamp Fixture Mounted on Contemporary Aluminum Pole	\$11.77
(b-6)	HPSV Lamp Fixture Mounted on Breakaway Base Contemporary Aluminum Pole	\$14.40
(b-7)	HPSV Double Mastarm Lamp Fixture Mounted on Contemporary Aluminum Pole	\$16.91
(b-8)	HPSV Double Mastarm Lamp Fixture Mounted on Break. Base Contemp. Aluminum Pole	\$19.69
(b-9)	HPSV Pendant Lamp Fixture Mounted on Standard Ornamental Pole	\$17.00
(b-10)	HPSV Pendant Lamp Fixture Mounted on Breakaway Base Standard Ornamental Pole	\$20.76
(b-11)	HPSV Double Pendant Lamp Fixture Mounted on Standard Ornamental Pole	\$25.52
(b-12)	HPSV Double Pendant Lamp Fixture Mounted on Breakaway Base Standard Orn. Pole	\$27.41
(b-13)	HPSV Double Lamp Fixture Mounted on Ornamental Metal Post Pole	\$18.67
(b-14)	HPSV Lamp Fixture Mounted on Ornamental Metal Post Pole	\$14.03
(b-15)	HPSV Lamp Fixture Mounted on Contemporary Aluminum Pole - RESIDENTIAL	\$10.67
(b-16)	HPSV Pendant Lamp Fixture Mounted on Ornamental Pole - RESIDENTIAL	\$17.11
<u>(C) Facilities Charge for Overhead Circuit Street Lighting System Poles:</u>		
(c-1)	HPSV Lamp Fixture Mounted on an Existing Power Distribution Wood Pole	\$4.81
(c-2)	HPSV Lamp Fixture Mounted on Standard Wood Pole	\$6.41
(c-3)	HPSV Lamp Fixture Mounted on Standard Steel/Concrete Pole	\$8.03

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule PSL-3CF
Public Street Lighting Service
(Continued)

FUEL-ENERGY COST ADJUSTMENT

See Schedule FA-1.

CAPITAL CONTRIBUTION-IN-AID-OF-CONSTRUCTION PAYMENT TO DEPARTMENT

The contribution-in-aid-of-construction payment to the Department from either the City or "Other Entity" requesting the construction of any new underground circuit Public Street Lighting Facilities is due prior to the start of construction and shall be equal to the estimated installed cost of Public Street Lighting Facilities provided by the Department. The contribution-in-aid-of-construction shall equal the estimated cost of both labor and materials for HPSV luminaries, HPSV lamps, mastarms, street light poles, breakaway pole bases if applicable, electrical underground circuits including conduit and wire if applicable, overhead electrical circuits if applicable, photo control cell and other miscellaneous street lighting systems materials.

OPERATING COST CONTRIBUTION PAYMENT TO CITY OF INDEPENDENCE

An operating cost contribution payment to the City of Independence for non-standard street light fixture/poles is due from "Other Entity" requesting non-standard service at time such new street lighting facilities are connected to the Department's electric system. The operating cost contribution amounts are listed for each specified type of fixture/pole (rate code) as follows:

Rate Code	Description	Contribution Payment Amount to City	
		Substitute Poles \$/Pole	Additional Poles \$/Pole
(b-1)	150 Watt Lamp, Standard Steel / Concrete Pole	0	2,324
	250 Watt Lamp, Standard Steel / Concrete Pole	0	2,674
	400 Watt Lamp, Standard Steel / Concrete Pole	0	3,187
(b-2)	150 Watt Lamp, Breakaway Base Standard Steel Pole	917	3,241
	250 Watt Lamp, Breakaway Base Standard Steel Pole	917	3,592
	400 Watt Lamp, Breakaway Base Standard Steel Pole	917	4,104
(b-3)	150 Watt Double Lamp, Standard Steel or Concrete Pole	957	3,281
	250 Watt Double Lamp, Standard Steel or Concrete Pole	957	3,632
	400 Watt Double Lamp, Standard Steel or Concrete Pole	957	4,144
(b-4)	150 Watt Double Lamp, Breakaway Base Steel Pole	1,657	3,981
	250 Watt Double Lamp, Breakaway Base Steel Pole	1,657	4,332
	400 Watt Double Lamp, Breakaway Base Steel Pole	1,657	4,844
(b-5)	150 Watt Lamp, Contemporary Aluminum Pole	395	2,719
	250 Watt Lamp, Contemporary Aluminum Pole	395	3,070
	400 Watt Lamp, Contemporary Aluminum Pole	395	3,582
(b-6)	150 Watt Lamp, Breakaway Base Contemporary Alum. Pole	887	3,211
	250 Watt Lamp, Breakaway Base Contemporary Alum. Pole	887	3,562
	400 Watt Lamp, Breakaway Base Contemporary Alum. Pole	887	4,074

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule PSL-3CF
Public Street Lighting Service
(Continued)

Rate Code	Description	Contribution Payment Amount to City	
		Substitute Poles \$/Pole	Additional Poles \$/Pole
(b-7)	150 Watt Double Lamp, Contemporary Aluminum Pole	1,357	3,681
	250 Watt Double Lamp, Contemporary Aluminum Pole	1,357	4,032
	400 Watt Double Lamp, Contemporary Aluminum Pole	1,357	4,544
(b-8)	150 Watt Double Lamp, Breakaway Base Contemporary Alum. Pole	1,875	4,199
	250 Watt Double Lamp, Breakaway Base Contemporary Alum. Pole	1,875	4,550
	400 Watt Double Lamp, Breakaway Base Contemporary Alum. Pole	1,875	5,062
(b-9)	150 Watt Pendent Lamp, Standard Ornamental Pole	1,373	3,697
	250 Watt Pendent Lamp, Standard Ornamental Pole	1,373	4,048
	400 Watt Pendent Lamp, Standard Ornamental Pole	1,373	4,560
(b-10)	150 Watt Pendent Lamp, Breakaway Base Ornamental Pole	2,216	4,540
	250 Watt Pendent Lamp, Breakaway Base Ornamental Pole	2,216	4,891
	400 Watt Pendent Lamp, Breakaway Base Ornamental Pole	2,216	5,403
(b-11)	150 Watt Double Pendent Lamp, Standard Ornamental Pole	2,964	5,288
	250 Watt Double Pendent Lamp, Standard Ornamental Pole	2,964	5,639
	400 Watt Double Pendent Lamp, Standard Ornamental Pole	2,964	6,151
(b-12)	150 Watt Double Pendent Lamp, Breakaway Base Ornamental Pole	3,316	5,641
	250 Watt Double Pendent Lamp, Breakaway Base Ornamental Pole	3,316	5,992
	400 Watt Double Pendent Lamp, Breakaway Base Ornamental Pole	3,316	6,503
(b-13)	150 Watt Double Pendent Lamp, Ornamental Post Pole	1,685	4,009
	250 Watt Double Pendent Lamp, Ornamental Post Pole	1,685	4,360
	400 Watt Double Pendent Lamp, Ornamental Post Pole	1,685	4,872
(b-14)	150 Watt Lamp, Ornamental Post Pole	816	3,140
	250 Watt Lamp, Ornamental Post Pole	816	3,491
	400 Watt Lamp, Ornamental Post Pole	816	4,003
(b-15)	150 Watt Lamp, Contemporary Aluminum Pole - RESIDENTIAL	189	2,513
	250 Watt Lamp, Contemporary Aluminum Pole - RESIDENTIAL	189	2,864
	400 Watt Lamp, Contemporary Aluminum Pole - RESIDENTIAL	189	3,376
(b-16)	150 Watt Pendent Lamp, Ornamental Pole - RESIDENTIAL	1,393	3,717
	250 Watt Pendent Lamp, Ornamental Pole - RESIDENTIAL	1,393	4,068
	400 Watt Pendent Lamp, Ornamental Pole - RESIDENTIAL	1,393	4,580

DETERMINATION OF MONTHLY ENERGY USE

The monthly energy use of the street lighting fixtures served under this rate schedule shall be the sum of the lamp fixture wattage adjusted for transformer ballast losses times the estimated dusk to dawn hours in each calendar month. Installed High Pressure Sodium Vapor lamp wattage sizes prior to transformer ballast losses are 150 watt, 250 watt, 400 watt, and other wattage sizes and lamp types as may be deemed appropriate by the Department. Annual dusk to dawn operating hours is approximately 4,000 hours per year.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule PSL-3CF
Public Street Lighting Service
(Continued)

PAYMENT

Monthly bills will be rendered NET, payable on or before due date of the Net Monthly Bill. The gross monthly bill, which is 105 percent of the net monthly bill, will be collected if the monthly bill is not paid on or before due date.

PAYMENT IN LIEU OF TAXES TO CITY OF INDEPENDENCE

The net monthly bill rates of this service schedule include charges for the Department's payment in lieu of taxes (PILOT) to the City's General Fund as authorized by Section 3.17 of the City Charter. The Department's PILOT payment to the City is equal to the amount of City taxes and fees charged on privately owned utilities, including the 9.08 percent franchise fee, applicable utility property taxes and sales taxes.

TERMS OF SERVICE

Service rendered under this schedule is subject to the Department's standard rules and regulations.

The Department, at its sole discretion, reserves the right to substitute Metal Halide (MH) type lamp fixtures for tariff stated HPSV lamp fixtures.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule PSL-3DF
Public Street Lighting Service

AVAILABLE

Public Street Lighting Service is available in the entire area served by the Department's secondary voltage distribution system for "applicable" new or replaced High Pressure Sodium Vapor (HPSV) street lighting pole/fixture facilities installed and financed by the Department on or after May 1, 1999.

APPLICABLE

To the City of Independence for Public Street Lighting Service under which the Department owns, finances, operates and maintains all Public Street Lighting System Facilities served under this Rate Schedule. Under this rate schedule, the construction cost of any new or replaced street lighting facilities installed by the Department, which have been authorized by the City (Public Works Department), shall be financed by the Department. The Department will replace all Public Street Lighting System Facilities served under this rate schedule at the end of said facilities useful life as determined by the Department.

This rate schedule shall also be applicable to street lighting fixtures that are converted or replaced on or after May 1, 1999 which are currently served under Rate Schedule PSL-2FR when either (a) the Mercury Vapor fixtures are converted to or replaced by High Pressure Sodium Vapor fixtures, or (b) the Mercury Vapor and High Pressure Sodium Vapor street lighting pole/fixtures are replaced by the Department at end of said facilities useful life as determined by the Department.

Lamp Fixtures will be operated on a dusk-to-dawn basis generally through photo cell control.

NET MONTHLY BILL

Rate Code	Description	Monthly Rate Per KWH or Per Pole
<u>(A) Energy Charge for Electric Supply to Street Lighting System Circuits:</u>		
(a-1)	All energy used by the Public Street Lighting Lamps served under this rate schedule	8.52¢/KWH
<u>(B) Facilities Charge for Underground Circuit Street Lighting System Poles:</u>		
(b-1)	HPSV Lamp Fixture Mounted on Standard Steel/Concrete Pole	\$15.94
(b-2)	HPSV Lamp Fixture Mounted on Breakaway Base Standard Steel Pole	\$26.08
(b-3)	HPSV Double Mastarm Lamp Fixture Mounted on Standard Steel/Concrete Pole	\$22.54
(b-4)	HPSV Double Mastarm Lamp Fixture Mounted on Breakaway Base Standard Steel Pole	\$30.28
(b-5)	HPSV Lamp Fixture Mounted on Contemporary Aluminum Pole	\$20.31
(b-6)	HPSV Lamp Fixture Mounted on Breakaway Base Contemporary Aluminum Pole	\$25.76
(b-7)	HPSV Double Mastarm Lamp Fixture Mounted on Contemporary Aluminum Pole	\$26.94
(b-8)	HPSV Double Mastarm Lamp Fixture Mounted on Break. Base Contemp. Aluminum Pole	\$32.67
(b-9)	HPSV Pendent Lamp Fixture Mounted on Standard Ornamental Pole	\$29.40
(b-10)	HPSV Pendent Lamp Fixture Mounted on Breakaway Base Standard Ornamental Pole	\$38.73
(b-11)	HPSV Double Pendent Lamp Fixture Mounted on Standard Ornamental Pole	\$43.01
(b-12)	HPSV Double Pendent Lamp Fixture Mounted on Breakaway Base Standard Orn. Pole	\$46.90
(b-13)	HPSV Double Lamp Fixture Mounted on Ornamental Metal Post Pole	\$30.58
(b-14)	HPSV Lamp Fixture Mounted on Ornamental Metal Post Pole	\$24.97
(b-15)	HPSV Lamp Fixture Mounted on Contemporary Aluminum Pole - RESIDENTIAL	\$18.04
(b-16)	HPSV Pendant Lamp Fixture Mounted on Ornamental Pole - RESIDENTIAL	\$29.62

(C) Facilities Charge for Overhead Circuit Street Lighting System Poles:

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule PSL-3DF
Public Street Lighting Service
(Continued)

Rate Code	Description	Monthly Rate Per KWH or Per Pole
(c-1)	HPSV Lamp Fixture Mounted on an Existing Power Distribution Wood Pole	\$5.93
(c-2)	HPSV Lamp Fixture Mounted on Standard Wood Pole	\$9.24
(c-3)	HPSV Lamp Fixture Mounted on Standard Steel/Concrete Pole	\$12.60

FUEL-ENERGY COST ADJUSTMENT

See Schedule FA-1.

DETERMINATION OF MONTHLY ENERGY USE

The monthly energy use of the street lighting fixtures served under this rate schedule shall be the sum of the lamp fixture wattage adjusted for transformer ballast losses times the estimated monthly dusk to dawn hours in each calendar month. Installed High Pressure Sodium Vapor lamp wattage sizes prior to transformer ballast losses are 100 watt, 150 watt, 250, watt, 400 watt, and other wattage sizes and lamp types as may be deemed appropriate by the Department. Annual dusk to dawn operating hours is approximately 4,000 hours per year.

PAYMENT

Monthly bills will be rendered NET, payable on or before due date of the Net Monthly Bill. The gross monthly bill, which is 105 percent of the net monthly bill, will be collected if the monthly bill is not paid on or before due date.

PAYMENT IN LIEU OF TAXES TO CITY OF INDEPENDENCE

The net monthly bill rates of this service schedule include charges for the Department's payment in lieu of taxes (PILOT) to the City's General Fund as authorized by Section 3.17 of the City Charter. The Department's PILOT payment to the City is equal to the amount of City taxes and fees charged on privately owned utilities, including the 9.08 percent franchise fee, applicable utility property taxes and sales taxes.

TERMS OF SERVICE

Service rendered under this schedule is subject to the Department's standard rules and regulations. This Department, at its sole discretion, reserves the right to substitute Metal Halide (MH) type lamp fixtures for tariff stated HPSV lamp fixtures.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule NM-1
Customer-Generator Net Metering Contract Service Rider

AVAILABLE

Electric Service is available under this schedule in the entire area served by the Department's existing secondary and primary voltage distribution systems.

APPLICABLE

To any customer normally served under the Department's other customer class rate schedules that has a Qualifying Net Metering Unit, as defined below, which is connected for parallel operation with the Department's electric system as provided for in the Consumer Clean Energy Act (Missouri Revised Statutes, 386.887, RSMo Supp. 2002) and the Missouri Public Service Commission Net Metering Rule (4CSR 240-20.065). Customer-generators served under this schedule shall be limited to a generator capacity size of not more than 100 kilowatts. Service under this schedule shall be provided to customer-generators on first come, first served basis until the cumulative customer-generator capacity (in kilowatts) totals not more than one-tenth of one percent of the Department's previous year's system peak load (in kilowatts). This schedule is not applicable to breakdown, standby or resale electric service.

QUALIFYING NET METERING UNIT

A "Qualifying Net Metering Unit" means an electric generator unit which:

- is owned by the customer-generator;
- is a hydrogen fuel cell or is powered by sun, wind or biomass;
- has an electrical generating system with a capacity of not more than one hundred kilowatts (100 KW);
- is located on premises that are owned, operated, leased or otherwise controlled by the customer-generator;
- is interconnected with and operated in parallel and in synchronization with the Department's distribution power supply system; and
- is intended primarily to offset part of all of the customer-generator's own electric power requirements.

CHARACTER OF SERVICE

Alternating current, 60 cycles; at supply voltages, single or three phase, that apply to the customer-generator under the Department's appropriate customer class rate schedules.

NET METERED ENERGY AMOUNT

The Department will install metering equipment capable of measuring bi-directional electric power flow separately as follows: (a) the electrical energy delivered by the Department to the customer-generator, and (b) the electrical energy delivered by the customer-generator to the Department. Such metering equipment shall be capable of metering both energy (in kilowatt-hours) and demand (in kilowatts), if necessary, to bill customer under the Department's appropriate customer class rate schedule. The "Net Metered Energy Amount" in kilowatt-hours is the difference between the amount of energy metered by provisions (a) and (b) above.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule NM-1
Customer-Generator Net Metering Contract Service Rider
(Continued)

NET MONTHLY BILL

- a) When the Net Metered Energy Amount for the billing month is from the Department to the customer-generator, such Net Metered Energy Amount (KWH) and metered demand (KW), if applicable, will be billed under the Net Monthly Bill provisions of Department's retail customer class rate schedule applicable to customer-generator specific class of service.
- b) When the Net Metered Energy Amount for the billing month is from the customer-generator to the Department, the customer-generator shall be billed as follows:
- The appropriate minimum bill charges and demand charges, if applicable, that are included in the Department's retail customer class rate schedule applicable to the customer-generator specific class of service; and
 - A credit dollar amount for the Net Metered Energy Amount (KWH) supplied by the customer-generator to the Department at the Department's average avoided power supply energy costs as detailed as follows:
 - 1) On-Peak Season Period
2.51¢ per KWH per Net Metered Energy Amount delivered to the Department's electric system.
 - 2) Off-Peak Season Period
2.64¢ per KWH per Net Metered Energy Amount delivered to the Department's electric system.
 - 3) The On-Peak Season Period is for the five consecutive months from May through September. The Off-Peak Season Period is for the seven consecutive months from October through April.
 - 4) The credit dollar amount for the net energy supplied by customer-generator to the Department's electric system will be itemized on the customer-generator electric bill for the current month's billing period.
 - 5) The On-Peak Season and Off-Peak Season avoided cost energy rates per KWH included herein are effective for the 12-month period ending April 2018 and are based on the Department's average avoided seasonal power supply energy costs for the preceding 12 months ending April 2018.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule NM-1
Customer-Generator Net Metering Contract Service Rider
(Continued)

EFFECTIVE AVERAGE AVOIDED COST RATES FOR EACH 12 MONTH PERIOD AFTER APRIL 30, 2005

Each year at the end of April, the Department will determine its average avoided power supply energy costs for the previous Off-Peak Season Period and On-Peak Season Period which will apply to customer-generators subsequent monthly billing periods after April 2005 in accordance with the following formula:

$$A = \frac{B + C}{(D + E) \times F \times G}$$

where:

- A = Average adjusted Off-Peak Season Period or On-Peak Season Period power supply energy costs per kilowatt hour
- B = FOB cost of fuel used at Department's Generating Stations including storage and handling costs for Off-Peak Season Period or On-Peak Season Period
- C = The cost of purchased electric energy from other utilities less any demand or capacity charges, exclusive of border customers purchases, for Off-Peak Season Period or On-Peak Season Period
- D = The net kilowatt-hour generation of the Department's generating plants for Off-Peak Season Period or On-Peak Season Period
- E = The delivered kilowatt-hour purchased electric energy into Department's system from other utilities, exclusive of border customers purchases, for Off-Peak Season Period or On-Peak Season Period
- F = System loss factor of 0.95
- G = Department's gross receipts tax payment factor of 0.9092 payable to City of Independence

CUSTOMER-GENERATOR MONTHLY METER READING PERIODS

The Department will generally read customer-generator meters on the nearest working day at the end of each calendar month. The Off-Peak Season Period starts with the first meter reading at the end of October and continues for the next six end-of-month readings through the month of April. The On-Peak Season Period starts with the first meter reading at the end of May and continues for the next four end-of-month readings through the month of September.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule NM-1
Customer-Generator Net Metering Contract Service Rider
(Continued)

SPECIAL CONDITIONS

- The customer-generator must execute the Interconnection Application/Agreement for Net Metering Systems with the Department which further details the terms and conditions of service under this Schedule NM-1.
- The customer-generator shall carry no less than one hundred thousand dollars (\$100,000) of liability insurance that provides for coverage of all risk liability for personal injuries (including death) and damage to property arising out of or caused by customer-generator or the Qualifying Net Metering Unit. Insurance may be in the form of an existing insurance policy or an endorsement on an existing insurance policy.
- The customer-generator is responsible for all costs associated with its generating facility.
- The customer-generator is responsible for all costs related to any modifications to the Department's facilities that may be required by the Department such as additional meter installation costs and costs for upgraded service line capacity that may be required by the Department for purposes of safety or reliability, or both.
- The Qualifying Net Metering Unit shall meet all applicable installation, safety and performance standards by the National Electrical Safety Code, the National Electric Code, the Institute of Electrical and Electronics Engineers (IEEE), and Underwriters Laboratory (UL). These requirements include, but are not limited to UL 1741, IEEE 929-2000, and IEEE 1547.
- Electric service rendered under this schedule is subject to the Department's standard rules and regulations.
- This Schedule NM-1 shall remain in effect until terminated in accordance with Terms and Termination Rights under the Interconnection Application/Agreement for Net Metering Services or if terminated, replaced, or revised by City Council ordinance. In such case where this schedule is replaced or revised, the Customer-Generator will have the option to continue taking service under the new schedule or terminating such service.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule NM-1
Customer-Generator Net Metering Contract Service Rider

INTERCONNECTION APPLICATION/AGREEMENT
FOR
NET METERING SYSTEMS

For Customers Applying for Interconnection

If you are interested in applying for interconnection to City of Independence, Missouri - Power & Light Department's ("Department") electrical system, you should first contact the Department and ask for information related to interconnection of parallel generation equipment to Department's system and you should understand this information before proceeding with this Application. If you wish to apply for interconnection to Department's electrical system, please complete sections A, B, C, and D, and attach the plans and specifications describing the net metering, parallel generation, and interconnection facilities (hereinafter collectively referred to as the "Customer-Generator's System") and submit them to the Department at:

Independence Power & Light Department
Attn: Power & Light Director
21500 E. Truman Rd.
P.O. Box 1019
Independence, MO 64051

You will be provided with an approval or denial of this Application within ninety (90) days of receipt by the Department. If this Application is denied, you will be provided with the reason(s) for the denial. If this Application is approved and signed by both you and the Department, it shall become a binding contract and shall govern your relationship with the Department.

For Customers Who Have Received Approval of Customer-Generator System Plans and Specifications

After receiving approval of your Application, it will be necessary to construct the Customer-Generator System in compliance with the plans and specifications described in the Application, complete sections E and F of this Application, and forward this Application to the Department for review and completion of section G at:

Independence Power & Light Department
Attn: Power & Light Director
21500 E. Truman Rd.
P.O. Box 1019
Independence, MO 64051

The Department will complete the utility portion of section G and, upon receipt of a completed Application/Agreement form and payment of any applicable fees, permit interconnection of the Customer-Generator System to Department's electrical system within fifteen (15) days of receipt by the Department if electric service already exists to the premises, unless the Customer-Generator and the Department agree to a later date. Similarly, upon receipt of a completed Application/Agreement form and payment of any applicable fees, if electric service does not exist to the premises, the Department will permit interconnection of the Customer-Generator System to Department's electrical system no later than fifteen (15) days after service is established to the premises, unless the Customer-Generator and the Department agree to a later date.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule NM-1
Customer-Generator Net Metering Contract Service Rider

INTERCONNECTION APPLICATION/AGREEMENT
FOR
NET METERING SYSTEMS
(Continued)

For Customers Who Are Assuming Ownership or Operational Control of an Existing Customer-Generator System

If no changes are being made to the existing Customer-Generator System, complete sections A, D and F of this Application/Agreement and forward to the Department at:

Independence Power & Light Department
Attn: Power & Light Director
21500 E. Truman Rd.
P.O. Box 1019
Independence, MO 64051

The Department will review the new Application/Agreement and shall approve such, within fifteen (15) days of receipt by the Department if the new Customer-Generator has satisfactorily completed Application/Agreement, and no changes are being proposed to the existing Customer-Generator System. There are no fees or charges for the Customer-Generator who is assuming ownership or operational control of an existing Customer-Generator System if no modifications are being proposed to that System.

A. CUSTOMER-GENERATOR'S INFORMATION

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Service/Street Address (if different from above): _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Fax: _____ E-Mail: _____

Emergency Contact Phone: _____

Department's Electric Utility Account No. from Utility Bill: _____

B. CUSTOMER-GENERATOR'S SYSTEM INFORMATION

Manufacturer Name Plate (if applicable) AC Power Rating: _____ KW Voltage: _____ volts

System Type: Solar ___ Wind ___ Biomass ___ Fuel Cell ___ Other (describe) _____

Service/Street Address: _____

Inverter/Interconnection Equipment Manufacturer: _____

Inverter/Interconnection Equipment Model No.: _____

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule NM-1
Customer-Generator Net Metering Contract Service Rider

INTERCONNECTION APPLICATION/AGREEMENT
FOR
NET METERING SYSTEMS
(Continued)

Are Required System Plans & Specifications Attached? Yes _____ No _____

Inverter/Interconnection Equipment Location (describe): _____

Outdoor Manual/Utility Accessible & Lockable Disconnect Switch Location (describe): _____

Existing Electrical Service Capacity: _____ Amperes Voltage: _____ Volts

Service Character: Single Phase _____ Three Phase _____

C. INSTALLATION INFORMATION/HARDWARE AND INSTALLATION COMPLIANCE

Person or Company Installing: _____

Contractor's License No. (if applicable): _____

Approximate Installation Date: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone: _____ Fax: _____ E-Mail: _____

Person or Agency Who Will Inspect/Certify Installation: _____

The Customer-Generator's proposed system hardware complies with all applicable National Electrical Safety Code (NESC), National Electric Code (NEC), Institute of Electrical and Electronics Engineers (IEEE) and Underwriters Laboratories (UL) requirements for electrical equipment and their installation. As applicable to System type, these requirements include, but are not limited to, UL 1741, IEEE 929-2000, and IEEE 1547. The proposed installation complies with all applicable local electrical codes and all safety requirements of the City of Independence and the Department. The proposed System has a lockable, visible disconnect device, accessible at all times to Department's personnel. The System is only required to include one lockable, visible disconnect device, accessible to the Department. If the interconnection equipment is equipped with a visible, lockable, and accessible disconnect, no redundant device is needed to meet this requirement.

The Customer-Generator's proposed System has functioning controls to prevent voltage flicker, DC injection, overvoltage, undervoltage, overfrequency, underfrequency, and overcurrent, and to provide for System synchronization to Department's electrical system. The proposed System does have an anti-islanding function that prevents the generator from continuing to supply power when Department's electric system is not energized or operating normally. If the proposed System is

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule NM-1
Customer-Generator Net Metering Contract Service Rider

INTERCONNECTION APPLICATION/AGREEMENT
FOR
NET METERING SYSTEMS
(Continued)

designed to provide uninterrupted power to critical loads, either through energy storage or back-up generation, the proposed System includes a parallel blocking scheme for this backup source that prevents any backflow of power to Department's electrical system when the electrical system is not energized or not operating normally.

Signed (Installer): _____ Date: _____

Name (print): _____

D. ADDITIONAL TERMS AND CONDITIONS

In addition to abiding by Department's other applicable rules and regulations, the Customer-Generator understands and agrees to the following specific terms and conditions:

1. Operation/Disconnection

If it appears to the Department, at any time, in the reasonable exercise of its judgment, that operation of the Customer-Generator's System is adversely affecting safety, power quality or reliability of Department's electrical system, the Department may immediately disconnect and lock-out the Customer-Generator's System from Department's electrical system. The Customer-Generator shall permit Department's employees and inspectors reasonable access to inspect, test, and examine the Customer-Generator's System.

2. Liability

The Customer-Generator agrees to carry no less than \$100,000 of liability insurance that provides for coverage of all risk of liability for personal injuries (including death) and damage to property arising out of or caused by the operation of the Customer-Generator's System. Insurance may be in the form of an existing policy or an endorsement on an existing policy.

3. Interconnection Costs

The Customer-Generator shall, at the Customer-Generator's cost and expense, install, operate, maintain, repair, and inspect, and shall be fully responsible for the Customer-Generator's System. The Customer-Generator further agrees to pay or reimburse to the Department all of Department's Interconnection Costs. Interconnection Costs are the reasonable costs incurred by the Department for: (1) additional tests or analyses of the effects of the operation of the Customer-Generator's System on Department's local distribution system, (2) additional metering, and (3) any necessary controls. These Interconnection Costs must be related to the installation of the physical facilities necessary to permit interconnected operation of the Customer-Generator's System with Department's system and shall only include those costs, or corresponding costs, which would not have been incurred by the Department in providing service to the Customer-Generator solely as a consumer of electric energy from the Department pursuant to Department's standard rules and regulations in effect at the time the Customer-Generator's System is first interconnected with Department's system. Upon request, the Department shall provide the Customer-Generator with a not-to-exceed cost statement for interconnection with the Department

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule NM-1
Customer-Generator Net Metering Contract Service Rider

INTERCONNECTION APPLICATION/AGREEMENT
FOR
NET METERING SYSTEMS
(Continued)

based upon the plans and specifications provided by the Customer-Generator to the Department.

4. Energy Pricing and Billing

Customer-Generator shall be billed for electric service supplied by the Department and credited for net energy delivered by Customer-Generator to the Department's electric system in accordance with Independence Power & Light Department's Schedule NM-1.

5. Terms and Termination Rights

This Agreement becomes effective when signed by both the Customer-Generator and the Department, and shall continue in effect until terminated. After fulfillment of any applicable initial tariff or rate schedule term, the Customer-Generator may terminate this Agreement at any time by giving the Department at least thirty (30) days prior written notice. In such event, the Customer-Generator shall, no later than the date of termination of Agreement, completely disconnect the Customer-Generator's System from parallel operation with Department's system. Either party may terminate this Agreement by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of this Agreement, so long as the notice specifies the basis for termination, and there is an opportunity to cure the default. This Agreement may also be terminated at any time by mutual agreement of the Customer-Generator and the Department. This Agreement may also be terminated, if there is a change in Missouri State statutes that is determined to be applicable to this contract and authorizes its termination.

6. Transfer of Ownership

If operational control of the Customer-Generator's System transfers to any other party than the Customer-Generator, a new Application/Agreement must be completed by the person or persons taking over operational control of the existing Customer-Generator System. The Department shall be notified no less than thirty (30) days before the Customer-Generator anticipates transfer of operational control of the Customer-Generator's System. The person or persons taking over operational control of Customer-Generator's System must file a new Application/Agreement, and must receive authorization from the Department, before the existing Customer-Generator System can remain interconnected with Department's electrical system. The new Application/Agreement will only need to be completed to the extent necessary to affirm that the new person or persons having operational control of the existing Customer-Generator System completely understand the provisions of this Application/Agreement and agree to them. If no changes are being made to the Customer-Generator's System, completing sections A, D and F of this Application/Agreement will satisfy this requirement. If no changes are being proposed to the Customer-Generator System, the Department will assess no charges or fees for this transfer. The Department will review the new Application/Agreement and shall approve such, within fifteen (15) days if the new Customer-Generator has satisfactorily completed the Application/Agreement, and no changes are being proposed to the existing Customer-Generator System. The Department will then complete section G and forward a copy of the completed Application/Agreement back to the new Customer-Generator, thereby notifying the new

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule NM-1
Customer-Generator Net Metering Contract Service Rider

INTERCONNECTION APPLICATION/AGREEMENT
FOR
NET METERING SYSTEMS
(Continued)

Customer-Generator that the new Customer-Generator is authorized to operate the existing Customer-Generator System in parallel with Department's electrical system. If any changes are planned to be made to the existing Customer-Generator System that in any way may degrade or significantly alter that System's output characteristics, then the Customer-Generator shall submit to the Department a new Application/Agreement for the entire Customer-Generator System and all portions of the Application/Agreement must be completed.

7. Testing Requirement

The Customer-Generator must, at least once every year, conduct a test to confirm that the Customer-Generator's net metering unit automatically ceases to energize the output (interconnection equipment output voltage goes to zero) within two (2) seconds of being disconnected from Department's electrical system. Disconnecting the net metering unit from Department's electrical system at the visible disconnect switch and measuring the time required for the unit to cease to energize the output shall satisfy this test. The Customer-Generator shall maintain a record of the results of these tests and, upon request by the Department, shall provide a copy of the test results to the Department. If the Customer-Generator is unable to provide a copy of the test results upon request, the Department shall notify the Customer-Generator by mail that Customer-Generator has thirty (30) days from the date the Customer-Generator receives the request to provide to the Department, the results of a test. If the Customer-Generator's equipment ever fails this test, the Customer-Generator shall immediately disconnect the Customer-Generator System from Department's system. If the Customer-Generator does not provide results of a test to the Department within thirty (30) days of receiving a request from the Department or the results of the test provided to the Department show that the Customer-Generator's net metering unit is not functioning correctly, the Department may immediately disconnect the Customer-Generator System from Department's system. The Customer-Generator System shall not be reconnected to Department's electrical system by the Customer-Generator until the Customer-Generator System is repaired and operating in a normal and safe manner.

I have read, understand, and accept the provisions of Section D, subsections 1 through 7 of this Application/Agreement.

Signed (Customer-Generator): _____ Date: _____

E. ELECTRICAL INSPECTION

The Customer-Generator System referenced above satisfies all requirements noted in Section C.

Inspector Name (print): _____

Inspector Certification: I am a Licensed Engineer in Missouri ____ or I am a Licensed Electrician in Missouri ____ License No. _____

Signed (Inspector): _____ Date: _____

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule NM-1
Customer-Generator Net Metering Contract Service Rider

INTERCONNECTION APPLICATION/AGREEMENT
FOR
NET METERING SYSTEMS
(Continued)

F. CUSTOMER-GENERATOR ACKNOWLEDGEMENT

I am aware of the Customer-Generator System installed on my premises and I have been given warranty information and/or an operational manual for that system. Also, I have been provided with a copy of Department's Rate Schedule NM-1 (Customer-Generator Net Metering Contract Service Rider) and interconnection requirements. I am familiar with the operation of the Customer-Generator System.

I agree to abide by the terms of this Application/Agreement and I agree to operate and maintain the Customer-Generator System in accordance with the manufacturers recommended practices as well as Department's interconnection standards. If, at any time and for any reason, I believe that the Customer-Generator System is operating in an unusual manner that may result in any disturbances on Department's electrical system, I shall disconnect the Customer-Generator System and not reconnect it to Department's electrical system until the Customer-Generator System is operating normally after repair or inspection. Further, I agree to notify the Department no less than thirty (30) days prior to modification of the components or design of the Customer-Generator System that in any way may degrade or significantly alter that System's output characteristics. I acknowledge that any such modifications will require submission of a new Application/Agreement to the Department.

I agree not to operate the Customer-Generator System in parallel with Department's electrical system until this Application/Agreement has been approved by the Department.

Signed (Customer-Generator): _____ Date: _____

G. UTILITY APPLICATION APPROVAL (COMPLETED BY THE DEPARTMENT)

The Department does not, by approval of this Application/Agreement, assume any responsibility or liability or damage to property or physical injury to persons due to malfunction of the Customer-Generator System or the Customer-Generator's negligence.

This Application is approved by the Department on this _____ day of _____, 20____

Department's Representative Name (print): _____

Signed Department's Representative: _____

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule EDU-1
Schools

AVAILABLE

Electric service is available under this schedule in the entire area served by the Department's existing secondary voltage distribution system.

APPLICABLE

To publicly and privately endowed non-profit educational schools and colleges for all power and energy uses at any one location where service is taken through one meter at one point of delivery.

CHARACTER OF SERVICE

Alternating current, 60 cycles, single or three phase, at secondary voltages as the Department may have available for the service required.

NET MONTHLY BILL

Rate

Off-Peak Season

18.21¢ per KWH for the first 100 KWH
11.07¢ per KWH for the next 300 KWH
10.04¢ per KWH for the next 3,600 KWH
9.01¢ per KWH for all over 4,000 KWH

On-Peak Season

18.21¢ per KWH for the first 100 KWH
11.07¢ per KWH for the next 300 KWH
10.04¢ per KWH for all over 400 KWH

Minimum Monthly Bill

The Rate Charge, but not less than the charge of \$4.12 for single phase voltage service, \$17.83 for three phase voltage service and \$81.94 for all electric service.

All Electric Service

Where electric service is rendered exclusively for lighting, cooking, water heating, comfort space heating, comfort cooling, and other power purposes the off-peak season rate shall be:

4.44¢ per KWH for all over 10,000 KWH

Space heating equipment shall be thermostatically controlled and shall not be less than 3 KW total input rating. Space heating and water heating equipment shall be operated at 208 volts or more and be of a design approved by the Department.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule EDU-1
Schools
(Continued)

High Load Factor Service

When customer's monthly billing demand is 50 kilowatts or more and energy usage is in excess of 350 kilowatt hours per kilowatt of billing demand, the net monthly rate shall be discounted 0.48¢ per kilowatt hour.

FUEL-ENERGY COST ADJUSTMENT

See Schedule FA-1.

BILLING DEMAND DETERMINATION

The monthly billing demand shall be the maximum 30-minute measured kilowatt (KW) demand as adjusted for power factor during the month, but the minimum billing demand during any month shall not be less than 50 KW nor less than 80 percent of the highest adjusted measured demands established during the billing months of July, August and September for the twelve months ending with current month. Monthly measured demands will be adjusted or corrected for power factor if customer's power factor is found by test to be less than 85 percent lagging. The measured demand corrected for power factor shall be determined by multiplying the maximum measured kilowatt demand during the month by 85 percent and dividing by the percentage power factor as determined. Fractional billing demands will be rounded to the nearest whole kilowatt demand.

BILLING PERIODS

The "off-peak" season shall be for seven consecutive billing months with the first billing month commencing with meter reading cycle 1 occurring in October each year.

The "on-peak" season shall be the remaining five consecutive billing months.

PAYMENT

Monthly bills will be rendered NET, payable on or before the due date of the net monthly bill. The gross monthly bill, which is 105 percent of the net monthly bill, will be collected if monthly bill is not paid on or before due date.

PAYMENT IN LIEU OF TAXES TO CITY OF INDEPENDENCE

The net monthly bill rates of this service schedule include charges for the Department's payment in lieu of taxes (PILOT) to the City's General Fund as authorized by Section 3.17 of the City Charter. The Department's PILOT payment to the City is equal to the amount of City taxes and fees charged on privately owned utilities, including the 9.08 percent franchise fee, applicable utility property taxes and sales taxes.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule EDU-1
Schools
(Continued)

TERMS OF SERVICE

Service rendered under this schedule is subject to the Department's standard rules and regulations

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule CSP-1
Community Solar Program Service

AVAILABLE

Electric service is available under this schedule in the entire area receiving electric service from Independence Power and Light.

APPLICABLE

To all electric customers inside the City Limits of Independence, Missouri taking electric service from Independence Power and Light.

CHARACTER OF SERVICE

Alternating current, 60 cycles; at supply voltages, single or three phase, as appropriate for the customer's class rate schedules.

PARTICIPATION LEVEL

Customers may participate in units of whole kilowatts (kW) from a minimum of 1-kilowatt, up to a limit of kW's that are expected to deliver no more than 40% of customer's average monthly energy usage as determined at the sole discretion of IPL. Each kW-unit is projected to produce an average of 144 kilowatt-hours (kWh) per month over a typical 12-month period.

As a group, Commercial and Industrial customers are limited to 85% of the Phase I Facility's 3,000 kW Capacity (2,550 kW), reserving 15% of the Phase I Facility's Capacity for Residential customers (450 kW).

Individual Commercial and Industrial accounts are limited to 33% of the solar capacity (990 kW: approximately 1.7 million kilowatt-hours per year or 142,000 kilowatt-hours per month)

IPL, in its sole discretion, may adjust these limits at any time based on observed customer participation rates.

IPL reserves the right to suspend acceptance of new Participants in the Community Solar Program at any time in the future.

ENERGY RATES

Customers participating in the Community Solar Program (CSP-1 Service) will be billed at their standard billing rates under their existing rate schedule with the additions detailed below.

Customers participating in the Community Solar Program will pay a fixed Additional Fee of \$2.37 per monthly billing cycle for each one-kW of participation. This price is equivalent to paying an Additional Fee of 1.65 cents per kWh for the "Projected" average monthly energy produced during the first full year of the Phase I Solar Farm's operation. The charge of 1.65 cents per kWh

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule CSP-1
Community Solar Program Service
(Continued)

of solar energy will remain fixed for the duration of Customer's participation in the Community Solar Program.

All other terms and conditions of IPL's Schedule of Rates will remain in effect.

Future Billing. IPL may, at its sole discretion, modify Billing to move from "Projected" average monthly solar energy production to "actual" monthly solar energy production. This change will continue the price of 1.65 cents per kWh for solar energy and will not increase customer's annual cost for participating in the Community Solar Program. Customer acknowledges that IPL's current billing system cannot accommodate billing based on actual solar energy production and a new billing system may be implemented to allow this change in Billing.

Future Rate Changes (Protection from Rate Increases). Through the Term of this Agreement or until the Agreement is terminated by IPL or the Customer:

If the "Energy" rates published in Customer's existing Schedule of Rates are decreased through action by the Independence City Council, Customers under the CSP-1 Rate will be billed at the lower "Energy" rates plus the cost adder for solar energy.

If the Customer's "Energy" rates change due to a rate increase implemented through City Council action, the Customer will receive an offsetting Solar Credit for the amount of the "Energy" rate increase associated with the Customer's contracted solar-energy level. This credit will not be applicable to other Customer charges.

The Solar Credit will NOT include routine changes to the Fuel Cost Adjustment (the FCA, or its potential future replacement). The FCA currently changes monthly. The Solar Credit will NOT include rate changes caused by moving all or portions of the Fuel Cost Adjustment (FCA) into base "Energy" rates, as this change will not result in higher Customer bills for the same levels of energy use.

All other terms, conditions, and charges (other than "Energy" rates), in IPL's Schedule of Rates will remain in effect, including future changes to those other terms, conditions and charges.

PAYMENT

Monthly bills will be rendered NET, payable on or before the due date of the net monthly bill. The gross monthly bill, which is 105 percent of the net monthly bill, will be collected if monthly bill is not paid on or before due date.

TERM OF PARTICIPATION

This Agreement shall begin on the customer's next monthly billing cycle following the date this Agreement is signed by IPL and will continue in effect for a minimum of 60 months (5 years) with annual, automatic one-year renewals thereafter until December 31, 2031. The Customer may terminate this Agreement at any time by giving written notice to IPL. IPL may, in its sole discretion, extend the Term beyond December 31, 2031 by giving written notice to the Customer.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule CSP-1
Community Solar Program Service
(Continued)

Termination will be effective on the customer's next monthly billing cycle following IPL's receipt of the written notice.

TERMS OF SERVICE

Service rendered under this schedule is subject to the Department's standard rules and regulations.

SPECIAL CONDITIONS

Customers participating in the Community Solar Program (Schedule CSP-1) must execute the Independence Power & Light Community Solar Program, Phase I Agreement and it must be signed and approved by IPL prior to taking effect.

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule CSP-1
Community Solar Program Service
(Continued)

**INDEPENDENCE POWER & LIGHT COMMUNITY SOLAR PROGRAM, PHASE I
AGREEMENT**

CUSTOMER INFORMATION:

CHECK ONE: Residential _____ Commercial/Industrial _____

Name: _____

Service Address: _____

Mailing Address: _____

City: _____

State: _____ Zip Code: _____

Telephone _____

Email: _____

PARTICIPATION: Please provide me with _____ kilowatt (kW) units of solar energy. A total of 3,000 kW units are available from the Phase I Solar Farm. Each kW unit is projected to generate an average of 144 kilowatt-hours (kWh) of energy per month on an annual basis. I agree to the Terms and Conditions listed below. I understand that this Agreement will become effective when Independence Power & Light (IPL) approves it, below. I agree that billing under the terms of this Agreement will begin on the first day of the billing month following the effective date of this Agreement. Customer's Proportionate Share of solar energy will be the percentage of The Solar Farm's energy production attributed to the number of kW units noted above.

Solar Renewable Energy Credits (SRECS): Customers have two options: 1) Allow IPL to keep and sell SRECs associated with the Customer's Proportionate Share of solar energy production to help support solar energy in Independence, Missouri or 2) Request that IPL retire Customer's Proportionate Share of SRECs.

CHECK ONE: 1). _____ Allow IPL to retain and sell SRECs 2). _____ Retire SRECs

REFUNDABLE DEPOSITS

Residential = \$25 per kW up to \$200: Refundable after 24 continuous months in the Program.

Commercial/Industrial = \$50 per KW up to \$1,500: Refundable after 60 continuous months in the Program.

CUSTOMER SIGNATURE: _____ **Date:** _____

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule CSP-1
Community Solar Program Service
(Continued)

FOR OFFICE USE ONLY:

Account Number (supplied by IPL): _____

# kW Units	Estimated Monthly Solar Energy Produced	Estimated Monthly Price	Average Customer Monthly Energy Use	Percent of Monthly Energy Use	Approved By

IPL APPROVAL: _____ **Date:** _____

MAILING INSTRUCTIONS:

You can submit your application to IPL by any of the following methods:

By Mail

Independence Power & Light
P.O. Box 1019
21500 E. Truman Road
Independence, MO 64051-0519
Attention: Herb Webb

Electronically-email

communitysolar@indepmo.org.

Fax: 816-325-7470; Attention, Herb Webb

In Person

Independence Power & Light
P.O. Box 1019
21500 E. Truman Road
Independence, MO 64051-0519
(Office hours: 8:00 AM to 4:30 PM, Monday-Friday (other than City holidays))

INDEPENDENCE POWER & LIGHT DEPARTMENT
Independence, Missouri

Schedule CSP-1
Community Solar Program Service
(Continued)

CUSTOMER PARTICIPATION LIMITS

1. At all times during the term of this Agreement, Customers participating in this Agreement must have an electric service account in good standing with IPL that receives metered electric service from IPL and is served by IPL's electric distribution system. Good Standing is defined as no more than two late payments in a twelve month period.
2. The minimum allowable Solar Allocation is one-kilowatt (1 kW) and Allocations will only be granted on the basis of whole kilowatts.
3. Customers are limited to Solar Allocations up to 40% of customer's average monthly energy usage as determined at the sole discretion of IPL.
4. As a group, Commercial and Industrial customers are limited to 85% of the Phase I Facility's Capacity (2,550 kW), reserving 15% of the Phase I Facility's Capacity for Residential customers (450 kW).
5. Individual Commercial and Industrial accounts are limited to 33% of the solar capacity (990 kW: approximately 1.7 million kilowatt-hours per year or 142,000 kilowatt-hours per month)
6. IPL, in its sole discretion, may adjust these limits at any time based on observed customer participation rates.
7. IPL reserves the right to suspend acceptance of new Participants in the Community Solar Program at any time in the future.

TERMS AND CONDITIONS

1. **Solar Energy Service.** IPL agrees to furnish and Customer agrees to accept and purchase, at the single electric service point and Service Address listed above, the solar energy generated by the number of kW Units indicated on Page 1 of this Agreement.
2. **Solar Energy.** Customer acknowledges that once solar energy is transmitted onto IPL's electric distribution system, it is physically impossible to distinguish solar energy from energy produced by other means. Customer agrees that participation in the Community Solar Program helps support the use of solar energy in the IPL service territory, but energy actually delivered to Customer's electric service address will be supplied from a mix of energy technologies.

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3. **Price and Billing for Solar Energy.** Each one-Kilowatt (kW) unit of participation noted on Page 1 of this Agreement is projected to provide, on average, 144 kilowatt-hours (kWh) of solar energy per month (1,726 kWh per year).

Customers participating in the Community Solar Program will pay a fixed Additional Fee of \$2.37 per monthly billing cycle for each one-kW of participation. This price is equivalent to paying an Additional Fee of 1.65 cents per kWh for the "Projected" first-year annual energy produced by each one-kW of installed solar generating capacity. The charge of 1.65 cents per kWh of solar energy will remain fixed for the duration of Customer's participation in the Community Solar Program.

- a. **Future Billing.** IPL may, at its sole discretion, modify Billing to move from "projected" average monthly solar energy production to "actual" monthly solar energy production. This change will continue the price of 1.65 cents per kWh for solar energy and will not increase customer's annual cost for participating in the Community Solar Program. Customer acknowledges that IPL's current billing system cannot accommodate billing based on actual solar energy production and a new billing system may be implemented to allow this change in Billing.

- b. **Future Rate Changes (Protection from Rate Increases).** Through the Term of this Agreement or until the Agreement is terminated by IPL or the Customer:

If the "Energy" rates published in Customer's existing Schedule of Rates are decreased through action by the Independence City Council, Customers under the CSP-1 Rate will be billed at the lower Schedule of Rates plus the cost adder for solar energy.

If the Customer's "Energy" rates change due to a rate increase implemented through City Council action, the Customer will receive an offsetting Solar Credit for the amount of the "Energy" rate increase associated with the Customer's contracted solar-energy level. This credit will not be applicable to other Customer charges.

The Solar Credit will NOT include routine changes to the Fuel Cost Adjustment (the FCA, or its potential future replacement). The FCA currently changes monthly. The Solar Credit will NOT include rate changes caused by moving all or portions of the Fuel Cost Adjustment (FCA) into base "Energy" rates, as this change will not result in higher Customer bills for the same levels of energy use.

All other terms, conditions, and charges (other than "Energy" rates), in IPL's Schedule of Rates will remain in effect, including future changes to those other terms, conditions and charges.

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4. **Solar Renewable Energy Credits (SRECs).** The Solar Farm will be registered with the North American Renewables Registry (NAR). Issuance of SRECs will be in accordance with regulations of NAR in existence at the time of SREC issuance. Customer shall not have any right, title, or interest in SRECs produced by the Solar Farm except as stated herein.
- a. Customer shall not have right, title or interest in The Solar Farm.
 - b. Under current NAR regulations, SRECs are only issued in one Megawatt-hour (MWh) blocks for actual energy production from The Solar Farm. IPL will not be issued and cannot process, allocate, sell or retire SRECs until a whole MWh block has been generated and allocated to IPL. Customer's allocation of their Proportionate Share of SRECs will initially be based on the amount of SRECs awarded by NAR calculated from the "Projected" 144 kWh of solar energy produced per one kW-unit per month rounded down to the nearest whole MWh, but may – at IPL's sole discretion – be awarded based on Customer's "Actual" Proportionate Share of SRECs awarded by NAR rounded down to the nearest whole MWh.
 - c. As stated and indicated on Page 1 of this Agreement, Customers have two options for their Proportionate Share of SRECs issued by NAR:
 - i. Allow IPL to retain and sell Customer's Proportionate Share of SERs to other parties to help support solar energy use in IPL's territory and to help maintain low overall electric rates, or
 - ii. Customer may choose to have IPL retire Customer's Proportionate Share of SRECs.
5. **Transfer of Agreement to New Address.** If Customer relocates to another address within the City Limits of Independence, Missouri and served by IPL's electric distribution system, then Customer may transfer this Agreement to the service point of the new address, provided that Customer begins IPL electric service at their new address within 6 months of the date the Customer discontinues solar energy service at the Service Address listed on Page 1 of this Agreement and maintains good standing with IPL.
6. **Discontinuance of Electric Service.** If Customer's electric service with IPL is discontinued for any reason other than a transfer under item 6, above, then this Agreement shall terminate on the date electric service is discontinued.
7. **Term.** This Agreement shall begin on the customer's next monthly billing cycle following the date this Agreement is signed by IPL and will continue in effect for a minimum of 60 months (5 years) with annual, automatic one-year renewals thereafter until December 31, 2031. The Customer may terminate this Agreement at any time by giving written notice to IPL. IPL may, in its sole discretion, extend the Term beyond December 31, 2031 by giving written notice to the Customer. Termination will be effective on the customer's next monthly billing cycle following IPL's receipt of the written notice.

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8. **Refundable Deposits.** After customer has continuously participated in this Agreement for the required length of time noted on Page one of this Agreement, Deposits will be refunded either by issuing a Check or by providing Billing Credits.
9. **Force Majeure.** Neither party shall be in default for failure to perform any obligation under this Agreement due to a cause beyond Customer's or IPL's reasonable control, including, without limitation, but not limited to, failure or delay by NAR to allocate, transfer or retire SRECs or changes in laws or regulations relating to SRECs. In the event of a change in laws or regulations relating to SRECs that (i) makes it more difficult, expensive, or impractical to perform this Agreement or (ii) reduces the economic or environmental benefits to either party, then either party may terminate this Agreement by giving written notice to the other party. If termination is driven by a change in law, Customer's Deposit will be refunded.
10. **Disclaimers.** IPL MAKES NO REPRESENTATIONS REGARDING THE AVAILABILITY OF ENERGY FROM THE SOLAR FARM AND SHALL HAVE NO LIABILITY FOR THE FAILURE OF THE SOLAR FARM TO PRODUCE SOLAR ENERGY FOR ANY REASON OR REASONS. IPL DISCLAIMS ALL WARRANTIES REGARDING THE AVAILABILITY OF ENERGY FROM THE SOLAR FARM, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER SHALL NOT HAVE ANY RIGHT, TITLE, OR INTEREST IN THE SOLAR FARM.
11. **Waivers.** Any waiver by either party of any rights with respect to default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any subsequent default or matter.
12. **Governing Law and Venue.** This Agreement shall be governed by MISSOURI law and federal laws applicable to SRECs. The venue for all actions arising out of this Agreement shall be the Circuit Court of JACKSON COUNTY, MISSOURI.
13. **Assignment.** Customer shall not assign this Agreement, except to an affiliate that controls, is under common control with, or is controlled by Customer. This Agreement shall be binding on all permitted assignees. IPL may assign this Agreement in its sole discretion.
14. **Entire Agreement.** The entire Agreement shall consist of this application and all applicable rates, policies, rules, and regulations of IPL in effect at the time of provision of electric service. In the event of a conflict, the rates, policies, rules, and regulations of IPL shall prevail. Advertising and informational brochures published by IPL shall not be part of this Agreement.