

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

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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.

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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.

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**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:** _____

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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))

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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.