

Kansas City Power and Light Company

Renewables Direct Participation Agreement for Kansas Customers

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

Recitals

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

WHEREAS, the Customer expects that the Customer will, during the term of this Agreement, have an average monthly peak demand of greater than 200 kW; and

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

Agreement

The Customer and the Company agree:

1. RER Tariff Subscription

- a. The Customer agrees to offset its traditional electric energy usage by the Customer's pro rata share from Resource 1 which the Customer agrees shall be a fixed monthly kilowatt (kW) amount of 3,000 kW.
- b. Subject to the terms and conditions set forth in this Agreement and the RER Tariff, the Company hereby grants the Customer a subscription to the electric energy output proportionate to the above kW share for the applicable term identified herein.
- c. The Customer agrees to the following payment terms:
 - i. Substitution of the Energy Cost Adjustment ("ECA") Surcharge with a fixed charge not to exceed \$0.020 per kWh generated by the Customer's pro rata share from Resource 1 plus an administration charge of \$0.0003 per kWh for less than twenty-year Participation Agreements and billed as the Renewable Participation Charge (the "RPC").
 - ii. The amount of energy subscribed to above will be a pro rata share based upon a fixed kW amount in 200 kW increments up to 1,000 kW and with additional increments in 500 kW thereafter, which will be converted to a pro rata share of Resource 1. The Customer will receive no additional capacity credit for their subscription.
 - iii. All charges, adjustments and surcharges, except the ECA, will be billed at the standard rates applicable to the Customer's rate class.
 - iv. Customers will receive a forecasted RPC credit, based on Resource 1's generating forecast, of their pro rata share's expected annual production spread evenly across

each month of the year. The Customer's usage and corresponding RPC substitution of the ECA will be trued-up at the end of the year with any additional ECA recovery billed to the Customer. Any true-up will be applied to the first bill, occurring after January 15, of each calendar year. This bill may also reflect an RPC annual credit adjustment based on Resource 1's year-prior actual generation.

- v. Excess energy generated by the Customer's pro rata share from Resource 1 and unused by the Customer in the calendar year will be credited to the Customer's bill at 80% of the RPC.

- 1. At the Company's discretion, and due to unforeseen Customer circumstances, such as a force majeure event, the Company may allow for RPC credits not utilized in a particular calendar year to be applied to the next calendar year.

- vi. Information pertaining to all accounts will be provided in Appendix A.

- 1. The Company may elect to credit the accounts list in Appendix A starting with the account that has the highest energy usage and working through the smallest.

- vii. Customers with recurring excess generation from this Agreement will have their contracted amount reduced to better match their usage at the Company's discretion.

- d. The Company will not be held responsible for unforeseen or force majeure events that impact Resource 1's energy generation.

- 2. The term of this agreement shall be selected from either paragraph 2.a. or 2.b. below:

- a. The agreed-upon term is (select only one):

- i. Five (5) years ☒
 - ii. Ten (10) years ☐
 - iii. Fifteen (15) years ☐
 - iv. Twenty (20) years ☐

- b. The agreed-upon term of N/A, which is the term remaining on the power purchase agreement (the "PPA") through which the Company obtained Resource 1.

- c. Subject to the termination provisions contained in this Agreement, Customer shall have the right to renew this agreement for three (3) successive five (5) year periods ("Renewal Terms") on the same terms and conditions as set forth herein and in the RER Tariff. This Agreement shall automatically be extended for each successive Renewal Term unless Customer notifies Company in writing of its intention not to renew at least one hundred and eighty (180) days prior to the expiration date of the then current Term.

- 3. Additional Terms and Conditions

- a. Service hereunder is subject to the Company's RER Tariff and General Terms and Conditions as approved, and as may be changed from time to time, by the KCC.
 - b. The Customer understands that if the minimum program enrollment level is not met, as outlined in the RER Tariff, then Resource 1 will not be procured, and this Agreement will be void.

- c. The Customer shall have the option to terminate this Agreement should the final RPC be higher than stated in Section 1.c.i. by providing written notice within 90 days of being notified of the finalized RPC.
- d. The Customer also understands that the RPC under this Agreement is based upon the procurement of Resource 1 and may be different than other RPC established for future resources.
- e. All provisions of the RER Tariff in which this Agreement relies upon are subject to changes made by order of the regulatory authority having jurisdiction.
- f. The Customer being served or having been served under this Agreement waives all rights to any billing adjustments arising from a claim that the Customer's service would be or would have been at a lower cost had it not participated in the Agreement.
- g. The Customer may maintain participation in this program when relocating facilities or service within Company's Kansas service territory.
- h. At the Customer's request and cost, the Company will transfer the Renewable Energy Credits (RECs) associated with the Customer's subscription on an annual basis. Should the Customer not make a request for transfer, the Company will retire the associated RECs on the Customer's behalf annually to a nationally recognized renewable energy tracking system and provide a statement to Customer stating the volume of RECs retired on Customer's behalf, all at no additional cost to Customer.
- i. The RPC price outlined within this Agreement is fully fixed and will not rise or fall with changes to the ECA. The RPC price stated in this Agreement shall not be changed by Company during the term of this Agreement. Should the KCC or a party other than the Company increase the RPC fixed charge under this Agreement, Company shall provide ninety (90) days written notice to Customer, and Customer shall have the option of providing thirty (30) days notice to Company to cancel this Agreement without penalty or cost to Customer.
- j. If the Customer ceases all operations within Company's service territory during the term of this Agreement, this Agreement will terminate upon final billing. Any remaining excess energy generated by Resource 1 within the last billing period will be credited to the Customer's bill at 80% of the Renewable Participation Charge.

By: _____

Michael E. Copeland, Mayor

ATTEST: _____

City Clerk

(Seal)

APPROVED AS TO FORM: _____

City Attorney

Date: _____

Kansas City Power and Light Company

Representative/Title: Kim Winslow, Director, Energy Solutions

Signed: _____

Date: _____

Appendix A

[TO BE INSERTED BY COMPANY]