

Evergy, Inc.

# Income Eligible Solar Subscription Participation Agreement for Evergy Missouri Metro and Evergy Missouri West Customers

The Income Eligible Solar Subscription Participation Agreement (the "Agreement") is entered into on this date submitted online between Evergy (the "Company") and the Customer for electric energy to be purchased from a solar energy resource (the "Resource") under the Company's Low Income Solar Subscription Pilot Rider Tariff (the "LIS Tariff") as approved by, and as may be changed from time to time by, the Missouri Public Service Commission (the "MPSC").

The Customer and the Company agree to the following Terms and Conditions:

## A. Terms and Conditions

1. Participant must have an account that is not delinquent or in default.
2. For the purposes of this program, the term "income-qualified" refers to tenant occupants meeting one of the following building eligibility requirements:
  - a. Documented participation in a federal, state, or local affordable housing program.
  - b. Location in a census tract the Company identifies as low-income.
  - c. At least 50% of units are rented to households at or below 200% of the federal poverty level or at or below 80% of area median income; or
  - d. Documented information demonstrating the property is on the waiting list for, or is currently participating in, or has in the last five years participated in the Weatherization Assistance Program.
3. Electric Energy Pricing, Billing and Subscription Level Sizing
  - a. The monthly electric energy production of the Resource will be measured and apportioned to the Customer in Solar Blocks based on the Customer's Subscription Level (the "SL"). The Company will bill the Customer for the Customer's SL kWh generated by the Customer's kW share each month, otherwise known as the Monthly Purchase Quantity (the "PQ"). All electric energy delivered above the amount billed from the subscribed capacity shall be billed in accordance with the Company's standard rate schedule(s) under which the Customer takes service. Energy production will be applied to the monthly billing one month after it occurs.
  - b. The Solar Block Subscription Charge shall not exceed \$0.155/kWh for the term of this Agreement, and may be reduced if Resources are added to the Company's portfolio. The Company will notify the Customer of any such reduction.
  - c. The Customer understands that the following sizing calculation will be utilized by the Company in determining the number of Solar Blocks that the Customer will be enrolled in. The Customer must have sufficient annual energy usage to support subscription of at least one Solar Block. The resulting value will be rounded down and is based on the Customer's desired subscription percentage (in 10% increments, up to 50%) and their Annual Energy Usage:
$$\frac{\text{\# of Solar Blocks} = \text{Annual Energy Usage (kWh/Yr.)} \times \text{subscription percentage}}{720 \text{ kWh/Yr.}}$$

Subscription Level (SL) =  
# of Solar Blocks x 0.500 kW/Solar Block

#### 4. Initiation and Termination

- a. This Agreement becomes effective when it has been signed by the Customer and it has been received by the Company. The term of this Agreement shall be no more than 25 years, or the life of the Resource.
- b. The term of this Agreement shall begin on the commercial operation date (the "COD") of the Resource or the date of this Agreement, whichever is later, and shall remain in effect unless terminated under any of the following conditions:
  - i. At the end of the term of this Agreement (not to exceed 25 years); or
  - ii. By written request of the Customer, at any time after enrollment. The Company will terminate participation at the completion of the billing cycle in which the Customer requests to terminate participation. The Customer must wait 12 months after the first billing cycle without a subscription to resume taking service under the LIS Tariff. The SL can be changed by the Customer no more frequently than once per each 12-month period; or
  - iii. By the Customer, upon no longer receiving service from the Company; or
  - iv. By mutual agreement of the Customer and the Company; or
  - v. By order of the MPSC.

#### 5. Customer Relocation

- a. The Customer may maintain service under the LIS Tariff when relocating services within the Company's same Missouri Metro or Missouri West service territory. Service under the tariff cannot be maintained if the Customer moves outside of the Company's Missouri Metro or Missouri West territory.

#### 6. Dispute Resolution

- a. Disputes between the Customer and Company that cannot be resolved by the parties by other means may be brought to the MPSC by either party through complaint procedures as provided in section 386.390 RSMO and MPSC rules.

#### 7. Additional Terms and Conditions

- a. Service hereunder is subject to the Company's General Terms and Conditions as approved by, and as may be changed from time to time by, the MPSC.
- b. All provisions of the LIS Tariff, upon which this Agreement relies, are subject to changes approved by the MPSC.
- c. The Customer understands that if the minimum program enrollment level is not met, as outlined in the LIS Tariff, then the Company may request MPSC approval to terminate, and this Agreement will be void.
- d. The Customer shall have the option to terminate this Agreement should the final Solar Block Subscription Charge be higher than stated in Section 3.b. by providing written notice within 90 days of being notified of the finalized Solar Block Subscription Charge.
- e. All rights to the Renewable Energy Credits (RECs) associated with the generation output of the Resource will be retired by the Company on behalf of the Customer.
- f. The Company will not be held responsible for unforeseen or force majeure events that impact the Resource's electric energy generation.
- g. The Customer being served or having been served under this Agreement understands and acknowledges that participation in this Agreement is a voluntary choice by the Customer and waives all rights to any billing adjustments arising from a claim that Customer's service would be or would have been at a lower cost had they not participated in the Agreement.

#### **B. Application Approval**

Company Representative/Title: Kim Winslow, Senior Director, Energy Solutions