

MISSOURI GAS ENERGY HOME PERFORMANCE WITH ENERGY STAR PROGRAM TERMS AND CONDITIONS

Subject to these Terms and Conditions, Missouri Gas Energy, a division of Southern Union Company (hereinafter “MGE”) may pay incentives to eligible customers (as defined below) toward the cost of a Home Performance with ENERGY STAR Home Energy Assessment and a portion of the installation costs of energy efficiency improvements identified by the Home Energy Assessment and approved by MGE.

1. Customer Eligibility

- a) The MGE Home Performance with ENERGY STAR Program is available to customers owning an existing home, multiplex, or apartment on a residential rate in the MGE service territory (hereinafter “Customers”).
- b) All Home Energy Assessments must be requested by the owner of the home.

2. Home Energy Assessment

- a) The Home Energy Assessment is an energy evaluation of the home that includes observation of lighting and appliances as well as performance testing of the ventilation and mechanical systems, building tightness, and insulation levels that will result in a scope of work outlining recommended energy efficiency improvements.
- b) All Home Energy Assessments must be performed by a certified Home Performance with ENERGY STAR contractor or consultant to qualify for an MGE rebate.
- c) To qualify for the Home Energy Assessment rebate, the Customer must implement at least one recommended energy efficiency improvement approved by MGE.

3. Qualifying Improvements

- a) Customers must implement one of the following qualifying improvements, in addition to the initial home energy assessment, to be eligible for a rebate. Qualifying improvements include:

Qualifying Improvement	Criteria	Rebate Calculation and/or Eligible Maximum Rebate
Assessment		
Assessment – Single Family	Single family home or attached units of two.	Rebate is \$200/unit.
Assessment – Multi-Family	Attached units of three or more	Rebate is \$100/unit.
Insulation		
Attic – Customer must insulate to a minimum value of R-38. No rebate will be provided to increase existing insulation that is greater than R-40.	Existing insulation is less than R-27.	\$0.02 X R-Value Added (up to R-49) X Sq Footage Rebate not to exceed \$250.
	Existing insulation is between R-28 and R-40.	\$0.01 X R-Value Added (up to R-49) X Sq Footage Rebate not to exceed \$250.
Walls	Rebate will provide for insulation installed up to R-19.	\$0.03 X R-Value Added X Sq Footage Rebate not to exceed \$300.
Floors	Rebate will provide for insulation installed up to R-19.	\$0.01 X R-Value Added X Sq Footage Rebate not to exceed \$200.

Air Infiltration and Duct Sealing		
Air Sealing Reduction in air leakage to the outside.	\$5 per each % of CFM50 reduction up to 40%. Minimum starting reduction is 10%. CFM50 airflow (in Cubic Feet per Minute) needed to create a change in building pressure of 50 Pascals. CFM50 is the most commonly used measure of building air tightness.	Rebate not to exceed \$200. No incentive less than 10% reduction.
Duct Sealing	\$2.50 per each % of CFM25 reduction up to 40%. Minimum starting reduction is 10%. For these tests the registers are covered and a fan flowmeter is attached to the duct system to pressurize it. The flow is measured at a reference pressure of 25 Pa and is referred to as cfm25.	Rebate not to exceed \$100. No incentive less than 10% reduction.
Windows and Doors		
Windows and Doors	ENERGY STAR qualified and U-Factor <=.30 and SHGC <= .30	Rebate is \$100/window or door up to 2 windows or doors not to exceed \$200.

b) MGE will approve only those specific measures that have been recommended and verified by the Home Performance with ENERGY STAR certified contractors or consultants in accordance with the Home Energy Assessment. MGE may approve or reject any proposed savings measures at its sole discretion.

4. Incentive Amounts

a) The Customer may qualify for a rebate amount up to \$600 from MGE. The actual amount of the rebate will be based on the cost of the Home Energy Assessment and the cost of the implementation of qualifying improvements that are approved by MGE. In no event will the combined rebate to a Customer exceed \$1,200 from MGE and KCP&L. Customers who do not have both MGE and KCP&L as their electric and gas providers may still participate, but will only receive up to \$600 in bill credits from their respective utility provider.

b) MGE reserves the right to award the rebate in the form of a bill credit.

5. Cost of Equipment

At any time, upon MGE's request, Customer or contractors must provide copies of all invoices (including the home energy assessment, all materials, labor, equipment discounts) reflecting the costs of purchasing and installing the energy savings measures. The invoices shall include a breakdown of all energy savings measures purchased for installation under this Agreement. In addition MGE may request any other reasonable documentation or verification of the cost to the Customer of purchasing the energy savings measure. MGE reserves the right at any time to require invoices from the contractor to determine the price paid by the contractor (including any discounts or incentives) for the energy savings measures. MGE reserves the right to use the contractor's reasonable costs in order to determine the correct incentive amount.

6. Limited Scope of Review

MGE is under no obligation to: (1) make follow-up visits, (2) review the operation of the energy savings measures, or (3) make any suggestions of any kind to the Customer.

The scope of review by MGE of the design and installation of the energy savings measures is limited solely to determining whether program conditions have been met. It does not include any kind of safety review.

7. Changes in the Program

MGE may modify, suspend or discontinue the program or any rebates due under the program at any time without prior notice. Under such circumstances, the Customer is not entitled to any program benefits in excess of those approved prior to such action by MGE.

These Terms & Conditions may also be modified by MGE at any time without prior notice.

8. Publicity of Customer Participation

MGE may publicize aggregated details about the program, including but not limited to the amount of rebates paid and the results of the program. If MGE wants to publicize the Customer's individual participation in the program and details related to the individual participation, MGE will secure a release from the Customer authorizing to make such information public.

9. Limitation of Liability and Indemnification

MGE's total liability under this program is limited to the dollar amount of the incentives specified in these Terms and Conditions. In no event will MGE, its officers, directors, employees, agents or affiliates be liable to the Customer for any consequential, indirect or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this program.

The Customer shall indemnify, defend and hold harmless MGE from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorney's fees) imposed upon or incurred by MGE and resulting from, arising out of, or relating to Customer's participation in the program.

10. No Warranties

MGE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING (1) THE RESULTS TO BE ACHIEVED BY CUSTOMER'S PARTICIPATION IN THE PROGRAM; (2) ANY ENERGY-SAVING MEASURES UNDERTAKEN; OR (3) THE SAFETY OF SUCH MEASURES. ANY WARRANTIES THAT MAY EXIST UNDER THIS PROGRAM ARE BETWEEN CUSTOMER AND CONTRACTOR OR PRODUCT MANUFACTURER ONLY. MGE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT MGE IS NOT RESPONSIBLE FOR THE DESIGN OR INSTALLATION OF THE ENERGY-SAVING MEASURES OR FOR INSURING THAT SUCH MEASURES COMPLY WITH ANY PARTICULAR LAWS (INCLUDING PATENT LAWS), CODES, REGULATIONS OR INDUSTRY STANDARDS.

11. Customer Must Pay All Taxes

The benefits conferred upon the Customer through participation in this program may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes.

12. Miscellaneous

- a) Submission of a completed application does not entitle the Customer to program participation. Entitlement to program participation can only occur after MGE has signed a copy of the application and granted approval.
- b) Program rebates are limited to one rebate per Home Energy Assessment.
- c) By participating in this program, Customer agrees that MGE obtains and/or retains ownership of all rights to existing and future emissions credits, renewable energy rights to existing and future emissions credits, renewable energy green tags, tradable renewable certificates and/or any and all other environmental benefits associated with the installation of the eligible equipment.