

## KCP&L HOME PERFORMANCE WITH ENERGY STAR PROGRAM TERMS AND CONDITIONS

Subject to these Terms and Conditions, the Kansas City Power & Light Company or its affiliate KCP&L Greater Missouri Operations Company (hereinafter collectively “KCP&L”) may pay incentives to eligible customers (as defined below) toward the cost of a Home Performance with ENERGY STAR Audit and a portion of the installation costs of energy efficiency improvements identified by the Audit and approved by KCP&L.

### 1. Customer Eligibility

- a) The KCP&L Home Performance with ENERGY STAR Program is available to customers owning an existing home, multiplex, or apartment on a residential rate in the KCP&L service territory (hereinafter “Customers”).
- b) All Audits must be requested by the owner of the home. Tenant agreement, as applicable, is required.

### 2. Audit

- a) The Audit 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 measures. All measures performed will be verified after completion.
- b) All Audits must be performed by a certified Home Performance with ENERGY STAR contractor or consultant to qualify for a KCP&L rebate.
- c) To qualify for the rebate, the Customer must complete the Audit process and implement at least one qualifying energy efficiency improvement listed on their final Audit and approved by KCP&L.

### 3. Qualifying Improvements

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

Qualifying Improvement	Criteria	Rebate Calculation and/or Eligible Maximum Rebate
<b>Audit</b>		
Audit – Single Family	Single family home or attached units of two.	Rebate is \$200/unit.
Audit – Multi-Family	Attached units of three or more	Rebate is \$100/unit.
<b>Insulation</b>		
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.
<b>Air Infiltration and Duct Sealing</b>		
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.
<b>Windows and Doors</b>		
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) KCP&L 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 Audit. KCP&L 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 KCP&L. The actual amount of the rebate will be based on the cost of the Audit and the cost of the implementation of qualifying improvements that are approved by KCP&L.
- b) KCP&L reserves the right to award the rebate in the form of a bill credit.

#### 5. Cost of Equipment

At any time, upon KCP&L's request, Customer or contractors must provide copies of all invoices (including the Audit, 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 KCP&L may request any other reasonable documentation or verification of the cost to the Customer of purchasing the energy savings measure. KCP&L 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. KCP&L reserves the right to use the contractor's reasonable costs in order to determine the correct incentive amount.

#### 6. Limited Scope of Review

KCP&L 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 KCP&L 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

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

#### **8. Publicity of Customer Participation**

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

#### **9. Limitation of Liability and Indemnification**

KCP&L'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 KCP&L, 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 KCP&L 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 KCP&L and resulting from, arising out of, or relating to Customer's participation in the program.

#### **10. No Warranties**

KCP&L 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. KCP&L DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT KCP&L 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 KCP&L has signed a copy of the application and granted approval.
- b) Program rebates are limited to one rebate per Audit.
- c) By participating in this program, Customer agrees that KCP&L 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.
- d) Missouri Gas Energy, a division of Southern Union Company (MGE) also participates in the HPwES Program. Missouri customers who have KCP&L as their electric provider and MGE as their gas provider may apply for a bill credit from both KCP&L and MGE in a single application available at [www.hpwes.net](http://www.hpwes.net). Any terms and conditions that apply to MGE's participation can also be found at [www.hpwes.net](http://www.hpwes.net).