

KCP&L Greater Missouri Operations Company
KANSAS CITY, MO 64106

For Territory Served as L&P and MPS

<p style="text-align: center;">RULES AND REGULATIONS ELECTRIC</p>

9.19 Low-Income Weatherization

- A. **PURPOSE:** This voluntary Program is intended to assist residential Customers in reducing their energy usage by weatherizing the homes of qualified Customers. This Program is offered in accordance with Section 393.1075, RSMo. Supp. 2009 (the Missouri Energy Efficiency Investment Act).
- B. **AVAILABILITY:** This Program is available to any Customer currently receiving service under any generally available residential rate schedule for a minimum of one year prior to completion of an application for weatherization assistance and who also meets the additional Customer eligibility requirements defined in the agreement between the Company and the Social Service Agency. Customer participation is limited to fund availability and the Company reserves the right to modify or terminate this Program at any time, subject to Commission approval.
- C. **PROGRAM ADMINISTRATION:** The Program will be administrated by Missouri-based Social Service Agencies that are directly involved in qualifying and assisting Customers under this Program.
- D. **PROGRAM ADMINISTRATION COSTS:** Program funds cannot be used for administrative costs except those incurred by the Social Service Agency that is directly related to qualifying and assisting Customers under this Program. The amount of reimbursable administrative costs per Program year shall not exceed 13% of the total Program funds that are utilized by the Social Service Agency within a Program year, as defined in the agreement between the Company and the Social Service Agency.
- E. **PROGRAM GRANTS:** The total amount of grants offered to a qualifying Customer will be defined in the agreement between the Company and the Social Service Agency using established criteria for Low-Income Weatherization. The average expenditure per Customer in each program year shall not exceed the Adjusted Average Expenditure Limit for weatherization determined by the U.S. Department of Energy that is applicable for the month that the weatherization is completed.
- F. **CUSTOMER ELIGIBILITY:** The Social Service Agency will select Customers eligible for Low-Income Weatherization using the following criteria: The Customer's household earnings meet the low income guidelines for weatherization specified by the Department of Energy (DOE) for the number of persons in the residence, the residence must have energy consumption greater than 3,000 kWh per year, the Customer has received electric service from the Company for a minimum of one year prior to completion of an application, and other eligibility requirements defined in the agreement between the Company and the Social Service Agency.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1
Canceling P.S.C. MO. No. _____

Original Sheet No. R-62.22
Original Sheet No. _____

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9.20 Energy Star® New Homes

- A. **PURPOSE:** This voluntary Energy Star® New Homes (ESNH) Program is designed to improve the energy efficiency of homes built in the residential construction market by applying efficient construction techniques and high-performance products (windows, doors, appliances, lighting, and heating and cooling systems) in accordance with guidelines set by the U.S. Environmental Protection Agency through the Energy Star® program. Homes built under the Energy Star® guidelines are typically 20–30% more energy efficient than standard homes. This Program is offered in accordance with Section 393.1075, RSMo. Supp. 2009 (the Missouri Energy Efficiency Investment Act).
- B. **DEFINITIONS:**
1. **Builder** – Companies or individuals in the business of constructing new, residential homes in the Company service territory.
 2. **HERS Index** – The Home Energy Rating System (HERS) Index is a scoring system established by the Residential Energy Services Network. In that system homes are given a score indicating their relative level of energy efficiency:
 - a home built to the specifications of the HERS Reference Home, based on the 2006 International Energy Conservation Code (IECC), scores a HERS Index of 100,
 - a home that produces as much energy as it consumes in a year, achieving net zero energy consumption, scores a HERS Index of 0, and
 - a home that does not meet the 2006 IECC would have a HERS Index greater than 100.The lower a home's HERS Index, the more energy efficient it is in comparison to the HERS Reference Home. Each 1-point decrease in the HERS Index corresponds to a 1% reduction in energy consumption compared to the HERS Reference Home.
 3. **HERS Rater** – A person certified by the Residential Energy Services Network, in accordance with their standards, to produce accurate and fair HERS Index ratings.
- C. **AVAILABILITY:** The training, rating and incentive elements of the Program are available to Builders constructing new homes (homes that are three stories or less including site-constructed homes, attached or detached homes, single or low-rise multi-family residential buildings, system-built homes (structural insulated panels or modular) and log homes) within the Company service territory area. Multi-family buildings greater than three stories are allowed if permitted as residential by local building codes and each individual unit has its own heating, cooling, and hot water system. Customer participation is limited to fund availability and the Company reserves the right to modify or terminate this Program at any time, subject to Commission approval. Annual maximum rebates will be capped at \$150,000 per builder per development.
- D. **PROGRAM PROCESS:**
1. The company will complete the necessary requirements to obtain status with Energy Star® to promote the ESNH Program regionally.
 2. The Company will work with Builders in the Company's Missouri service territory to help them achieve Partner status with Energy Star® under the ESNH program.

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9.20 Energy Star® New Homes (Continued)

3. As necessary, the Company will expand the availability of Raters certified to evaluate homes under the Home Energy Rating System (HERS) standards within the Company's service territory. The HERS program will be used to provide independent, third party verification of ESNH construction
 4. Builders will construct homes according to one of the following agreement structures:
 - a. Performance agreement – In this structure Builders submit construction plans for analysis prior to construction. Using standardized software, the analysis will yield a HERS Index Rating. Homes built to the specifications of construction plans analyzed to have an index of 85 or below will qualify for Energy Star® rating.
 - b. Prescriptive agreement – In this structure Builders apply specific energy efficiency measures, pre-defined by Energy Star® and available through their website, to a new home. The measures include high efficiency heating and cooling equipment, ductwork, windows, water heating, lighting, and appliances. Where applicable, Energy Star® rated equipment is specified.
 5. For single homes, onsite inspections will be completed by HERS Raters twice during the construction and once following completion of the home to verify compliance with Energy Star® requirements. For multiple homes built in the same subdivision, HERS Raters will use the "Energy Star® for Homes Revised Sampling Protocol Guidelines." HERS Raters will be assigned to a Builder by the Company. The Company will reimburse Builders for HERS ratings per Section 13 of these Rules. A Builder whose homes consistently fail the verification process will become ineligible to participate in the Program.
 6. For homes that achieve Energy Star® qualification, Builders may request a rebate per Section 13 of these Rules toward the incremental cost of meeting Energy Star® requirements. The rebate request form is available from the Company.
 7. The Company will promote the Program to residential Customers through mediums that may include press releases, direct mailings, bill messages, bill inserts, trade ally communications, and web site materials.
 8. The Company will obtain Energy Star® materials and establish a clearinghouse of training materials, marketing resources and tools that can be used by Builders and the Company to implement and promote the Program.
- E. PROGRAM ADMINISTRATION: The Program will be administered by the Company in compliance with terms established by Energy Star®.

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9.21 Building Operator Certification Program

- A. **PURPOSE:** This voluntary program is designed to establish and encourage Building Operator Certification through the Northwest Energy Efficiency Council's Building Operator Certification Level 1 and Level 2 curriculums. This effort will include certification update and refresh as appropriate. In support of partnerships with the Missouri Department of Natural Resources Energy Center (MDNR) and the Midwest Energy Efficiency Alliance (MEEA), the Company will:
1. Reimburse the annual cost to license the Level 1 and Level 2 curriculums for the Company's Missouri service territory.
 2. Reimburse portions of the tuition costs for Building Operators associated with properties in the Company's service area who successfully complete or refresh the certifications.

This Program is offered in accordance with Section 393.1075, RSMo. Supp. 2009 (the Missouri Energy Efficiency Investment Act).

- B. **AVAILABILITY:** The certification courses funded by this Program will be available through MDNR for any Building Operator employed by a company having at least one Missouri commercial property receiving electrical service from the Company.

Reimbursements for the successful completion of the certifications are available to any Building Operator associated with at least one Missouri commercial property receiving electrical service from the Company. Customer participation is limited to fund availability and the Company reserves the right to modify or terminate this Program at any time, subject to Commission approval.

- C. **PROGRAM ADMINISTRATION:** The Program will be administered by the MDNR and the MEEA.
- D. **PROGRAM COST:** The Company will reimburse the MDNR for the amount paid annually to license the Level 1 and Level 2 curriculums for the Company area per certification class (about 20 students per class).

Tuition reimbursements per Section 13 of these Rules will be paid to the sponsor or individual paying the tuition. To receive the reimbursement, qualified Building Operators must complete a reimbursement request and submit it to the Company. The reimbursement form is available by contacting the Company directly.

- E. **TERM OF PROGRAM:** The term of this program will be five years from the effective date, pursuant to the terms defined in agreements with the MDNR and the MEEA.

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9.22 Energy Optimizer Program**A. PURPOSE:**

The voluntary Energy Optimizer Program is intended to help reduce system peak load and thus defer the need for additional capacity. The Program accomplishes this by cycling the Participants' air conditioning unit temporarily in a Company coordinated effort to limit overall system peak load. This Program is offered in accordance with Section 393.1075, RSMo. Supp. 2009 (the Missouri Energy Efficiency Investment Act).

B. AVAILABILITY:

The Energy Optimizer Program is available to any Customer currently receiving or requesting service under any residential, small general service or medium general service rate schedule. Customers must also have adequate paging and/or radio coverage and have a working, central air conditioning system of suitable size and technology to be controlled by the programmable thermostat. Other appliances such as pool pumps or electric hot water heaters may be controlled with Participant's permission. Residential property owner's (owner occupant or landlord for a rental property) permission is required to participate. Commercial property owner's permission may be required for a tenant to participate. The Company may limit the number of participants based on available funds or market saturation. The Company reserves the right to modify or terminate this Program at any time, subject to Commission approval.

C. CONTROLS AND INCENTIVES:

Participants will receive a programmable thermostat that can be controlled via radio signals sent to the unit by the Company or its assignees. During a curtailment event, the Company or its assignee will send a radio signal to the thermostat that will cycle the Participants air conditioner and any other equipment. Participants may use the programmable thermostat throughout the year to improve heating and cooling efficiency. As an alternative and if feasible, when the paging, programmable thermostat is not adaptable to the Customer's cooling unit or other appliances, a Company supplied control device may be installed on the cooling unit or other appliance with the Participant's permission. Additionally, under this alternative, the Participant will receive a non-paging, programmable thermostat.

D. CYCLING METHODS:

The Company may elect to cycle Participant's air conditioner units either by raising the thermostat setting, or by directly cycling the compressor unit.

E. NOTIFICATION:

The Company will notify Participant's of a curtailment event via a website and/or on the thermostat. The notification can occur prior to or at the start of a curtailment event.

F. CURTAILMENT SEASON:

The Curtailment Season will extend from June 1 to September 30.

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9.22 Energy Optimizer Program (Continued)

G. CURTAILMENT LIMITS:

The Company may call a curtailment event any weekday, Monday through Friday, excluding Independence Day and Labor Day, or any day officially designated as such. A curtailment event occurs whenever the thermostat is being controlled by the Company. The Company may call a maximum of one curtailment event per day lasting no longer than four (4) hours per Participant. The Company is not required to curtail all Participants simultaneously and may stagger curtailment events across participating Participants.

H. CURTAILMENT OPT OUT PROVISION:

A Participant may opt out of one air conditioning cycling curtailment event each month during the Curtailment Season by notifying the Company at any time prior to or during a curtailment event. Notification must be communicated to the Company by using the Company's website (www.kcpl.com) or by calling the Company at the telephone number provided with the air conditioner cycling agreement. If a curtailment event does not occur on the day the Participant requested to opt out, the Participant is not considered as having used their once-per-month opt out provision.

I. NEED FOR CURTAILMENT:

Curtailments may be requested for operational or economic reasons. Operational curtailments may occur when any physical operating parameter(s) approaches a constraint on the generation, transmission or distribution systems or to maintain the Company's capacity margin requirement. Economic reasons may include any occasion when the marginal cost to produce or procure energy or the price to sell the energy in the wholesale market is greater than a Customer's retail price.

J. CONTRACT TERM:

Initial contracts will be for a period of three years, terminable thereafter on 90 days written notice. At the end of the initial term, the thermostat becomes the Participant's property; however, so long as the contract is in force, the Company will provide maintenance and repair to the programmable thermostat as may be required due to normal use. The Company may retain ownership of Company supplied control equipment after the initial term. If the Participant leaves the Program prior to the end of the initial contract, the Company will have 60 days thereafter to remove the thermostat and/or other control equipment; otherwise, it becomes the Participant's property.

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9.23 Cool Homes Program

A. PURPOSE:

The Cool Homes Program (CHP or Program) is designed to encourage Residential Customers to:

- Have working, central cooling systems evaluated and, if feasible, brought back to factory specifications (re-commissioned), or
- Replace less efficient, working central cooling systems with high efficiency central cooling systems.

This Program is offered in accordance with Section 393.1075, RSMo. Supp. 2009 (the Missouri Energy Efficiency Investment Act).

B. DEFINITIONS:

CheckMe!® – A testing process developed by Proctor Engineering Group, Ltd. used to properly evaluate air conditioning system performance.

EER – *Energy Efficiency Ratio*, the efficiency rating for the air conditioner or heat pump at a particular pair of external and internal temperatures. Calculated by dividing the amount of cooling put out by an air conditioning system, in British thermal units (Btu), divided by the amount of energy put in to it in watts (W). If the air conditioning capacity of a heat pump is 48,000 Btu and the compressor, fan and pumps consume 3.43 kW (3,430 watts), the EER is: $48,000 / 3,430 = 14.0$.

HVAC – *Heating, Ventilation, Air Conditioning*.

Program Administrator – The Program will be implemented by a third-party vendor specializing in programs of this type.

CHP HVAC Contractor – A properly licensed HVAC contractor who requests to participate in the Cool Homes Program and completes training courses conducted by the Program Administrator.

SEER – *Seasonal Energy Efficiency Ratio*, the efficiency rating for the air conditioner or heat pump over a range of expected external temperatures (i.e., the temperature distribution for the geographical location for the SEER test). SEER rating is the Btu of cooling output during a simulated, typical cooling season divided by the total electric energy input in watt-hours during the same period. The relationship between SEER and EER is relative because equipment performance is dependent on seasonal temperature, humidity, and air pressure patterns.

C. AVAILABILITY:

This Program is available to any current Customer with a working, central home cooling system receiving service under any generally available residential rate schedule. Customer participation is limited to fund availability and the Company reserves the right to modify or terminate this Program at any time, subject to Commission approval.

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9.23 Cool Homes Program (Continued)

D. PROGRAM PROCESS:

Prospective Customer participants will be identified in three ways:

- Customer electric usage data will be evaluated to identify Customers with a high probability of operating less efficient central air conditioning equipment.
- Participating CHP HVAC contractors may identify existing Customers within the Company service area that are suitable for the Program.
- Customers interested in the program, but not identified through the above means may contact a participating CHP HVAC contractor or the Company directly. A listing of participating CHP HVAC Contractors will be posted on the Company website.

The following general process will be followed to serve Customers in the Program:

- The Program Administrator will assign participating Customers to a CHP HVAC Contractor for service.
- The CHP HVAC Contractor will evaluate the Customer's cooling system using CheckMe!®.
- Customers with working equipment that can be re-commissioned to operate above an EER rating of 8.0 will be offered an opportunity to return the equipment as close as possible to manufacturer specifications at no cost to the customer. Re-commissioning efforts will be limited to refrigerant charge, non-ductwork air flow system adjustments, and basic filters.
- Customers with working equipment that cannot be re-commissioned to operate above an EER rating of 8.0 will be eligible for program early replacement incentives.
- All participating Customers will receive a cost estimate for replacement of their system with a higher efficiency system. The Customer will be responsible for the cost of the replacement equipment. (Estimates for higher efficiency systems will include the applicable incentives.)
- The Customer may choose not to re-commission or replace their equipment.
- Six Compact Florescent Lights will be given to all Customers completing the initial CheckMe!® process regardless of their equipment choices.
- Where work is performed, a second CheckMe!® evaluation will be completed to verify the re-commissioning modifications or ensure the quality installation of new equipment.
- Incentives are provided to Customers through the CHP HVAC Contractors to help offset equipment costs and provide for quality installation practices.

- E. PROGRAM ADMINISTRATION: The CHP Program will be implemented by the Program Administrator. The Program Administrator will be responsible for market research, marketing, training, incentive processing, and status reporting associated with the Program. The Company will maintain oversight of the Program through monthly, quarterly, and yearly status reports and meetings with the Administrator.

The Program Administrator will identify and contact HVAC Contractors associated with national brand networks or industry associations to recruit CHP HVAC Contractors. Other HVAC Contractors wishing to become CHP HVAC Contractors may contact the Company directly for consideration. Prospective Contractors will be required to complete training courses and adhere to all Program Guidelines conducted and implemented by the Program Administrator.

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9.23 Cool Homes Program (Continued)

F. PROGRAM COST:

Program related services and incentives will be paid to the CHP HVAC Contractor by the Program Administrator who will then bill the Company on a per unit basis. Unit pricing is defined in agreements with the Program Vendor.. Incentive amounts of \$650 per unit for installation of replacement SEER 14.0 or SEER 15.0 rated systems and \$850 per unit for installation of SEER 16.0 or above rated systems will be paid to the CHP HVAC Contractor. The CHP HVAC contractor will pass the replacement equipment incentive to the Customer in the form of an itemized credit on the transaction documents. Similarly, if re-conditioning is feasible the cost will be paid by the Company through the Program Administrator to the CHP HVAC contractor.

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9.24 Home Energy Analyzer

A. PURPOSE:

This Program allows all residential customers with access to the Internet to retrieve their billing information, make comparisons of electric usage on a monthly or yearly basis, analyze electric usage on an end use basis, and research energy savings by end use through a searchable resource center. Customers can also compare their bills to analyze changes from one month to another. Residential customers can also compare their home to a similar home in terms of average energy usage using the Energy Guide label concept. This Program is offered in accordance with Section 393.1075, RSMo. Supp. 2009 (the Missouri Energy Efficiency Investment Act).

B. AVAILABILITY:

This Program is available to any Customer currently receiving service under any generally available residential rate schedule. Customer participation is limited to fund availability and the Company reserves the right to modify or terminate this Program at any time, subject to Commission approval.

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9.25 Business Energy Analyzer

A. PURPOSE:

This Program allows customers with access to the Internet to retrieve their billing information, make comparisons of electric usage on a monthly or yearly basis, analyze electric usage on an end use basis, and research energy savings by end use through a searchable resource center. Customers can also compare their bills to analyze changes from one month to another. Business customers can also compare their business to a similar business in terms of average energy usage using the Energy Guide label concept. This Program is offered in accordance with Section 393.1075, RSMo. Supp. 2009 (the Missouri Energy Efficiency Investment Act).

B. AVAILABILITY:

This Program is available to any Customer currently receiving service under GS, SGS, LGS, or LPS rate schedule. Customer participation is limited to fund availability and the Company reserves the right to modify or terminate this Program at any time, subject to Commission approval.

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9.26 Residential Lighting and Appliance Program

- A. **PURPOSE:** The Residential Lighting and Appliance Program promotes ENERGY STAR® appliances, lighting and home electronics. The program also promotes several products that are energy efficient, for which there are not yet ENERGY STAR® labels.

The program uses a two-pronged approach: (1) increasing supply of qualifying products through partnerships with retailers, manufacturers and distributors, and (2) creating demand through consumer awareness and understanding of the ENERGY STAR® label and the benefits of energy efficiency.

- B. **AVAILABILITY:** This Program is available to any present KCP&L customer receiving service under any generally available residential rate schedule. Residential customers may participate in this program by purchasing any of the ENERGY STAR® qualified products listed in this tariff from participating Program Partners. This Program is offered in accordance with Section 393.1075, RSMo. Supp. 2009 (the Missouri Energy Efficiency Investment Act).

Customer participation is limited to fund availability and the Company reserves the right to modify or terminate this Program at any time, subject to Commission approval.

Eligible measures installed and paid incentives under this Program are not eligible for an incentive through any of the Company's other demand-side management programs.

- C. **DEFINITIONS:**

Administrator – The Program will be implemented by a third-party vendor specializing in programs of this type. The Administrator will be responsible for marketing, training, incentives and reports.

Eligible Lighting and Appliance Measure – Products incentivized in the Program which are pre-screened and determined to provide the required energy efficiency benefit.

Program Partner – A retailer, distributor, or manufacturer of ENERGY STAR® qualified products who has met the qualifications and executed the necessary agreements for participating in the Lighting and Appliance Program. Participating Program Partners will be listed on the KCPL.com website with store name and location listed as well as any in-store promotions being offered at the current time.

- D. **PROGRAM PROVISIONS:** The Program Administrator will provide program services to Program Partners and directly or indirectly to customers for the purpose of increasing awareness, sales, and market share of residential ENERGY STAR® qualified products listed in the Eligible Lighting and Appliance Measures section of this tariff.

Retail promotions will be made available at stores located within the Company's electric service territory. Activities included in the program may include Special Promotions, Program Partner Incentives, Cost Reductions (buy-downs or mark-downs), In-Store Display Materials, Product Lists and Labels, Tools and Training.

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9.26 Residential Lighting and Appliance Program (continued)

- D. PROGRAM PROVISIONS (continued): The Program Administrator may make available, either directly or indirectly through Program Partners, rebates and incentives on certain approved ENERGY STAR® products. Customer Incentives to purchase Eligible Lighting and Appliance Measures may be provided on the Company's website, KCPL.com.

Customers who purchase and install a refrigerator or freezer will be mailed two compact florescent lights regardless of other measures implemented.

E. ELIGIBLE LIGHTING AND APPLIANCE MEASURES:

MEASURE	REBATE
EnergyStar® High Efficiency Window AC, EER >= 10.8	\$25
Install EnergyStar® Ceiling Fans	\$25
Install Smart Power Strips	\$10
Install Compact Fluorescent Lamps	-0-
Purchase Energy Star Labeled Refrigerator	\$100
Purchase Energy Star Labeled Freezer	\$100
Install Programmable Thermostat	\$35

- F. PROGRAM ADMINISTRATION: The Program will be implemented by the Administrator. The Administrator will be responsible for market research, participant identification, advertising, training, incentive processing, and status reporting associated with the Program. The Company will maintain oversight of the Program through monthly, quarterly, and yearly status reports and meetings with the Administrator.

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9.27 Residential Energy Report Program - PILOT

- A. **PURPOSE:** The Residential Energy Reports Program (Program) provides residential customers with an Energy Report that provides a comparison of the household energy usage information with similar type customers or “neighbors.” The intention of the Energy Report is to provide information that will influence customers’ behavior in such a way that they lower their energy usage. This is a behavioral modification program.
- B. **AVAILABILITY:** This Program is directed to customers currently receiving service under any generally available residential rate schedule. The Company will conduct a three-year pilot of the Program, selecting 50,000 customers per year for participation. The Program will operate as an opt-out only program, meaning the Company will select customers for participation in the program and will allow opt-out if desired. This Program is offered in accordance with Section 393.1075, RSMo. Supp. 2009 (the Missouri Energy Efficiency Investment Act). Customer participation is limited to fund availability and the Company reserves the right to modify or terminate this Program at any time, subject to Commission approval.
- C. **PROGRAM PROCESS:** Program participants will be delivered an energy usage report on how energy is used by their households four to six times per year. The reports are delivered separate from the regular bill. The Customer’s home energy usage is compared to the average usage of households that are geographically located in close approximation of one another and have similar characteristics such as dwelling size and heating type. Reports will be generated using customer energy usage data and data from public records. The report displays a monthly neighbor comparison, a twelve-month neighbor comparison, a personal comparison of this year’s usage versus last year and specific energy tips that are based on the characteristics and usage of the household.
- D. **PROGRAM OPT-OUT:** Customer choosing to opt-out of the Program should contact the Company to have their premise removed from the reporting group.
- E. **PROGRAM ADMINISTRATION:** The Program will be implemented by the Administrator. The Administrator will deliver a turn-key program with responsibility for all aspects of customer selection, report generation, energy savings quantification, customer communications, and reporting. All Residential Energy Reports will be automatically delivered to the target market by the Administrator. The Company will maintain oversight of the Program through monthly, quarterly, and yearly status reports and meetings with the Administrator. The Company will jointly develop marketing messages contained in the Residential Energy Reports with the Administrator. The Program will also serve as an integrated marketing vehicle for all other residential DSM measures.

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9.28 Multi-Family Rebate Program

- A. **PURPOSE:** The Multi-family Rebate Program advances comprehensive energy efficiency measures, including: whole house solutions, plug load efficiency, visual monitoring and displays, performance standards, local government opportunities and DSM integration.

Multi-family property owners and managers have been historically less responsive to energy efficiency efforts than have residential customers. This unique customer segment warrants additional attention and effort to motivate property owners and managers to actively participate in energy efficiency programs. The Multi-family Rebate Program proposes a series of comprehensive measures designed to address systems within multi-family housing establishments.

The Multi-family Rebate Program offers prescribed rebates for energy efficient products to motivate the multi-family property owners/managers to install energy efficient products in both common and dwelling areas of multi-family complexes and common areas of mobile home parks and condominiums. An additional objective is to heighten property owners/managers and tenants awareness and knowledge of energy efficiency.

- B. **AVAILABILITY:** Eligible Participants include property owners, managers and authorized agents of existing residential multifamily complexes with two or more dwellings, receiving electric service from the company, may participate in this Program. New construction does not qualify.

This Program is offered in accordance with Section 393.1075, RSMo. Supp. 2009 (the Missouri Energy Efficiency Investment Act).

Customer participation is limited to fund availability and the Company reserves the right to modify or terminate this Program at any time, subject to Commission approval.

- C. **PROGRAM PROCESS:** The following general process will be followed:

- Participants should obtain and review the Multi-family Rebate Program Application.
- Contact the Company to reserve rebates funds for the property.
- Purchase and install eligible energy efficient products.
- Complete the rebate Application documents along with a copy of all purchase receipts.

- D. **PROGRAM PROVISIONS:** Reservations for rebates are required and will be accepted on a first-come, first-served basis prior to the installation of any product(s). Rebates will not be paid without a corresponding reservation. Multiple rebate reservations for different phases of the energy efficiency retrofit projects for the same complex are acceptable. A single Participant cannot have more than \$250,000 in rebate reservations at any point in time. Reservations are valid for 90 calendar days from the date of reservation request. Contact details will be posted on KCPL.com.

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9.28 Multi-Family Rebate Program (continued)

- D. PROGRAM PROVISIONS (continued): Participants are free to hire any licensed contractor to install these eligible measures. The Company has no liability or responsibility whatsoever, concerning the contractor.

Participants are responsible for complying with applicable permitting requirements, restrictions, codes, ordinances, rules, and regulations pertaining to all installations. All eligible measures must be purchased new. Measures that are used, rebuilt, resale, rented or leased, won as prizes, or provided by insurance companies do not qualify.

Rebates are limited to only one rebate per eligible measure (for example, lighting retrofit) per address every five (5) years. The final requested total rebate amount for the total project cannot exceed the reserved total rebate amount.

The Company may conduct an on-site inspection to verify eligible measure(s) eligibility, installation, and operation prior to payment of the rebate.

Eligible measures installed and paid incentives under this Program are not eligible for an incentive through any of the Company's other Energy Efficiency programs.

A rebate check for eligible measure(s) will be mailed no later than eight weeks after the Company receives the completed application including all required documentation. If the project is selected for inspection, the verification process may delay payment. Incomplete or incorrect applications cannot be processed. The Program Administrator may make available, either directly or indirectly through Program Partners, rebates and incentives on certain approved ENERGY STAR® products. Customer Incentives to purchase Eligible Lighting and Appliance Measures may be provided on the Company's website, KCPL.com.

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9.28 Multi-Family Rebate Program (continued)

E. ELIGIBLE MEASURES:

MEASURE	REBATE
Attic Insulation	\$0.15/Square Foot
Wall Insulation	\$0.15/Square Foot
High Performance Dual Pane Windows	\$0.75/Square Foot
HVAC Remove or Add Refrigerant	\$30 / Unit
Tune-up Service for AC Unit to 8.5 SEER	\$30 / Unit
HVAC - Early Retirement Install 14 SEER AC or HP	\$ 450 / Unit
HVAC - Early Retirement Install 15 SEER AC or HP	\$500 / Unit
HVAC - Early Retirement Install 16 SEER AC or HP	\$575 / Unit
HVAC - Upon Failure Install 14 SEER AC or HP	\$ 100 / Unit
HVAC - Upon Failure Install 15 SEER AC or HP	\$125 / Unit
HVAC - Upon Failure Install 16 SEER AC or HP	\$140 / Unit
Room A/C - Install 10 EER or Higher Window AC	\$25 / Unit
Install Ceiling Fan	\$50 / Unit
Install programmable thermostat	\$35 / Unit
Install electronically commutated motors, for AC and Heat Pump Blowers	\$50 / Unit
Replace 13 Seer A/C with 16 SEER HP	\$140 / Unit
Install Compact Fluorescent Lamps in all Apartments	\$0.25 per Lamp
Install CFLs in corridors, laundry and mechanical rooms	\$0.25 per Lamp
Install High Efficiency Exterior Lighting Systems	\$0.75 per Lamp
Purchase Energy Star Refrigerator	\$ 75 / Unit
Reduce infiltration to 15000 CFM50	\$0.10/Square Foot

For two family residential buildings, all building thermal envelope measures are required to meet the minimum requirements of the 2012 International Residential Code, Part IV, Chapter 11, Section N1102.1.1 through N1102.1.4 ("IRC Code"). Table N1102.1.1 of the IRC Code specifies the minimum R-Factor insulation and fenestration requirements by component. Alternative U-Factors may be used provided they meet the requirements of the IRC Code. For other residential buildings, other than single or two-family, building thermal envelope measures are required to meet the minimum requirements of the IECC 2012 International Energy Efficiency Code, Chapter 4, Section 402. Table 402.1.1 of the IECC code specifies the minimum R-Factor insulation and fenestration requirements by component.

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9.29 Commercial & Industrial Prescriptive Rebate Program

A. **PURPOSE:** The Commercial & Industrial Prescriptive Rebate Program (Program) is designed to encourage Commercial & Industrial (C&I) customers to install energy efficient measures in existing facilities. More specifically, the program is designed to:

- provide incentives to facility owners and operators for the installation of high efficiency equipment and controls; and
- provide a marketing mechanism for electrical contractors, mechanical contractors, and their distributors to promote energy efficient equipment to end users.

B. **AVAILABILITY:** These Programs are available to any of the Company's customers served under GS, SGS, LGS, or LPS rate schedules. Customer applications will be evaluated and the rebates will be distributed on a first-come basis according to the date of the customer's application.

This Program is offered in accordance with Section 393.1075, RSMo. Supp. 2009 (the Missouri Energy Efficiency Investment Act).

Customer participation is limited to fund availability and the Company reserves the right to modify or terminate this Program at any time, subject to Commission approval.

C. **DEFINITIONS:**

Administrator – The Program will be implemented by a third-party vendor specializing in programs of this type. The Administrator will be responsible for marketing, training, incentives and reports.

Eligible Measure – Products incentivized in the Program which are pre-screened and determined to provide the required energy efficiency benefit.

Program Partner – A retailer, distributor, or manufacturer of ENERGY STAR® qualified products who has met the qualifications and executed the necessary agreements for participating in the Lighting and Appliance Program. Participating Program Partners will be listed on the KCPL.com website with store name and location listed as well as any in-store promotions being offered at the current time.

D. **PROGRAM PROCESS:** The following general process will be followed:

- Participants should obtain and review the C&I Prescriptive Rebate Program Application.
- Contact the Company to reserve rebate funds for the premise.
- Purchase and install eligible energy efficient measures.
- Complete the rebate Application documents along with a copy of all purchase receipts.

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9.29 Commercial & Industrial Prescriptive Rebate Program (continued)

- E. PROGRAM PROVISIONS: Reservations for rebates are required and will be accepted on a first-come, first-served basis prior to the installation of any product(s). Rebates will not be paid without a corresponding reservation. Multiple rebate reservations for different phases of the energy efficiency retrofit projects for the same premise are acceptable. A single Participant cannot have more than \$250,000 in rebate reservations at any point in time. Reservations are valid for 90 calendar days from the date of reservation request. Contact details will be posted on KCPL.com.

Participants are free to hire any licensed contractor to install these eligible measures. The Company has no liability or responsibility whatsoever, concerning the contractor.

Participants are responsible for complying with applicable permitting requirements, restrictions, codes, ordinances, rules, and regulations pertaining to all installations. All eligible measures must be purchased new. Measures that are used, rebuilt, resale, rented or leased, won as prizes, or provided by insurance companies do not qualify.

Rebates are limited to only one rebate per eligible measure (for example, lighting retrofit) per premise every five (5) years. The final requested total rebate amount for the total project cannot exceed the reserved total rebate amount.

The Company may conduct an on-site inspection to verify eligible measure(s) eligibility, installation, and operation prior to payment of the rebate.

Eligible measures installed and paid incentives under this Program are not eligible for an incentive through any of the Company's other Energy Efficiency programs.

A rebate check for eligible measure(s) will be mailed no later than eight weeks after the Company receives the completed application including all required documentation. If the project is selected for inspection, the verification process may delay payment. Incomplete or incorrect applications cannot be processed.

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9.29 Commercial & Industrial Prescriptive Rebate Program (continued)

F. ELIGIBLE MEASURES:

LIGHTING & CONTROLS PRESCRIPTIVE MEASURES	
Measure	Rebate
T8 with Electronic Ballast	
T8 8ft 1 lamp replacing T12 (retrofit only)	\$25.00
T8 8ft 2 lamp replacing T12 (retrofit only)	\$27.00
T8 4ft 4 lamp replacing T12 (retrofit only)	\$28.50
T8 4ft 3 lamp replacing T12 (retrofit only)	\$27.00
T8 4ft 2 lamp replacing T12 (retrofit only)	\$18.00
T8 4ft 1 lamp replacing T12 (retrofit only)	\$16.50
T8 3ft 4 lamp replacing T12 (retrofit only)	\$28.50
T8 3ft 3 lamp replacing T12 (retrofit only)	\$27.00
T8 3ft 2 lamp replacing T12 (retrofit only)	\$18.00
T8 3ft 1 lamp replacing T12 (retrofit only)	\$16.50
T8 2ft 4 lamp replacing T12 (retrofit only)	\$28.50
T8 2ft 3 lamp replacing T12 (retrofit only)	\$27.00
T8 2ft 2 lamp replacing T12 (retrofit only)	\$18.00
T8 2ft 1 lamp replacing T12 (retrofit only)	\$16.50
T8 HO 8ft 1 lamp replacing T12 (retrofit only)	\$33.00
T8 HO 8ft 2 lamp replacing T12 (retrofit only)	\$36.00
T8 HB 4ft 4L (retrofit only replacing 250-399W HID)	\$80.00
T8 HB 4ft 6L (retrofit only replacing 400-999W HID)	\$60.00
T8 HB 4ft 8L (retrofit only replacing 400-999W HID)	\$100.00
2 fixtures – T8 32W HB 4ft 8 Lamp (retrofit only replacing 1,000W HID-2 for one replacement)	\$200.00
T5 with Electronic Ballast	
T5 1 lamp replacing T12 (retrofit only)	\$30.00
T5 2 lamp replacing T12 (retrofit only)	\$37.00
T5 3 lamp replacing T12 (retrofit only)	\$40.00
T5 4 lamp replacing T12 (retrofit only)	\$44.00
T5 HO 1 lamp replacing T12 (retrofit only)	\$60.00
T5 HO 2 lamp replacing T12 (retrofit only)	\$70.00
T5 HO 3 lamp replacing T12 (retrofit only)	\$88.00
T5 HO 4 lamp replacing T12 (retrofit only)	\$112.00
T5 HO HB 3L (retrofit only replacing 250-399W HID)	\$90.00
T5 HO HB 4L (retrofit only replacing 400-999W HID)	\$96.00
T5 HO HB 6L (retrofit only replacing 400-999W HID)	\$175.00
2 fixtures – T5 HO HB 6 Lamp (retrofit only replacing 1,000W HID-2 for one replacement)	\$350.00

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9.29 Commercial & Industrial Prescriptive Rebate Program (continued)

F. ELIGIBLE MEASURES: (continued)

LIGHTING & CONTROLS PRESCRIPTIVE MEASURES - Continued	
Measure	Rebate
Compact Fluorescents (CFL)	
42W 8 lamp HB CFL	\$200.00
CFL – Screw In (lamp only)	\$2.00
CFL – Hardwired (Fixture and lamp)	\$22.00
320W Pulse Start Halide (retrofit only)	\$75.00
Low Watt High Performance T8 Lighting	
Re-lamp T8 fixtures with low Watt T8 lamps-30 watts or less	\$0.50/lamp
Replace standard T8 systems with 4' 25W, 28W, or 30W T8 U lamps and approved ballast OR relamp existing T8 fixtures with low Watt T8 lamps 28W or less. In order to qualify for incentives, ballasts must be from CEE approved list (www.cee1.org).	
Other Efficient Lighting Technologies	
21" Tubular Skylight/Light Tube	\$250.00/fixture
LED Exit Signs (replacement fixture only)	\$10.00/fixture
Daylight Sensor Lighting Control (over 10,000 square feet controlled)	\$1,000.00/system
Centralized Lighting Control (over 10,000 square feet controlled automatically)	\$1,000.00/system
Multilevel Lighting Control (over 10,000 square feet controlled)	\$1,500.00/system
Occupancy Sensors	
Under 500 W connected to sensor	\$40.00/sensor
Over 500 W connected to sensor	\$50.00/sensor
LED Signals	
LED Auto Traffic Signals (retrofit only)	\$12.50/ lamp
LED Pedestrian Signals (retrofit only)	\$50.00/signal
HB-High Bay LED = light emitting diode W = Watt	

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9.29 Commercial & Industrial Prescriptive Rebate Program (continued)

F. ELIGIBLE MEASURES: (continued)

MOTORS, PUMPS, AND VFDs PRESCRIPTIVE MEASURES		
Nominal Efficiencies for "NEMA Premium™" Induction Motors		
HP	Rebate per HP	Minimal Efficiency
1 to 5	\$ 46.50	Motors must be 1-200 hp NEMA Design A/B, 460 volts, TEFC or ODP and 1200rpm, 1800 rpm, or 3600 rpm, and the motor must be included in the most recent Consortium for Energy Efficiency (CEE) Premium Efficiency Motors List. http://www.cee1.org/ind/mot-sys/mtr-ms-main.php3
7.5 to 20	\$ 104.80	
25 to 100	\$ 271.00	
125 - 200	\$ 820.00	Motors must be general-purpose, single-speed, polyphase, 250-500 horsepower, 2,4, and 6 pole, squirrel cage induction motors, NEMA Design A or B, continuous rated which meet or exceed the nominal energy efficiency levels presented in NEMA Standards Publication MG1-2003, in Table 12-12.
300	\$ 820.00	
VFD = Variable frequency drive		

To be eligible to be included in the CEE Premium Efficiency Motors List, a motor's nominal efficiency must be at least one full National Electrical Manufacturers Association (NEMA) band higher than the 2007 US Energy Independence and Security Act (EISA) specified nominal efficiency (as defined in NEMA Motor Guide 1 Table 12-12) and the motor and corresponding nominal efficiency must be listed in a publicly available document, such as product catalog or cut sheet amounting to an advertised claim of performance, or the reporting entity must wish it to be treated as publicly available (and expressly claim to achieve performance based upon the noted test procedure).

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9.29 Commercial & Industrial Prescriptive Rebate Program (continued)

F. ELIGIBLE MEASURES: (continued)

MOTORS, PUMPS, AND VFDs PRESCRIPTIVE MEASURES		
High Efficiency Pumps		
HP	Minimal Efficiency	Rebate
1.5	Pump efficiency of 75% or greater for the dominant operating conditions as demonstrated by a pump performance curve	\$210.00
2		\$220.00
3		\$230.00
5		\$240.00
7.5		\$250.00
10		\$260.00
15		\$300.00
20		\$400.00
Variable Frequency Drives (VFDs)		
HP		Rebate
1.5		\$1,930.25
2		\$1,985.25
3		\$2,047.65
5		\$2,176.50
7.5		\$2,751.50
10		\$2,864.00
15		\$3,580.50
20		\$4,030.50
25		\$4,705.50
30		\$5,414.00
40		\$5,685.00
50		\$7,128.00
VFD = Variable frequency drive HP = Horsepower		

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9.29 Commercial & Industrial Prescriptive Rebate Program (continued)

F. ELIGIBLE MEASURES: (continued)

HVAC PRESCRIPTIVE MEASURES		
Size	Efficiency	Rebate
Unitary and Rooftop Air Conditioning		
<65,000 BTUH (1 Phase)	14 SEER	\$200.00
<65,000 BTUH (3 Phase)	13 SEER	\$200.00
65,000-135,000 BTUH	11 EER	\$400.00
136,000-240,000 BTUH	11 EER	\$800.00
241,000-760,000 BTUH	10 EER	\$1,000.00
>760,000 BTUH	10 EER	\$2,600.00
Unitary and Rooftop HP		
<65,000 BTUH (1 Phase)	14 SEER	\$200.00
<65,000 BTUH (3 Phase)	13 SEER	\$200.00
65,000-135,000 BTUH	11 EER	\$400.00
136,000-240,000 BTUH	10 EER	\$800.00
>240,000 BTUH	10 EER	\$1,000.00
Water Source Heat Pump		
<17,000	11.5 EER	\$16.00
17,000-65,000	12.3 EER	\$46.00
65,000-135,000	12.3 EER	\$115.00
Ground Source Heat Pump		
Ground Source Closed Loop	13.7 EER	\$300
Water Cooled Chillers, Rotary Screw and Scroll		
< 75 Tons	FL: 0.702 kW/T	\$25 / T
	ILPV: 0.540 kW/T	
≥ 75 and < 150 T	FL: 0.698 kW/T	\$25 / T
	ILPV: 0.527 kW/T	
150-300 tons	FL: 0.612 kW/T	\$40 / T
	ILPV: 0.486 kW/T	
> 300 tons	FL: 0.588 kW/T	\$40 / T
	ILPV: 0.441 kW/T	
Water Cooled Chillers, Centrifugal		
< 150 T	FL: 0.571 kW/T	\$30 / T
	ILPV: 0.405 kW/T	
150-300 tons	FL: 0.571 kW/T	\$35 / T
	ILPV: 0.405 kW/T	
> 300 tons	FL: 0.513 kW/T	\$20 / T
	ILPV: 0.360 kW/T	

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9.29 Commercial & Industrial Prescriptive Rebate Program (continued)

E. ELIGIBLE MEASURES:

HVAC PRESCRIPTIVE MEASURES - Continued		
Size	Efficiency	Rebate
Air Cooled Chillers		
Minimum Full Load Efficiency of a 10.52 EER, or an Integrated Part Load Value of 13.75 EER for units less than 150 Tons or an ILPV of 14.03 EER for units greater than or equal to 150 Tons		\$25 / Ton
HP Water Heater		
500 gallon/day	3.0 COP	\$3,500.00
1000 gallon/day	3.0 COP	\$5,000.00
1500 gallon/day	3.0 COP	\$7,000.00
Packaged Terminal A/C		
	9.2 EER	\$60.00
Packaged Terminal HP		
	9.0 EER	\$60.00
Chilled Water Reset Air Cooled		
0-100 tons		\$550.00
100-200 tons		\$750.00
200-300 tons		\$875.00
300-400 tons		\$875.00
400-500 tons		\$900.00
Chilled Water Reset Water Cooled		
0-1000 tons		\$500.00
1000-2000 tons		\$750.00
2000-3000 tons		\$875.00
Energy Star Sleeve Air Conditioners		
> 14,000 BTU/h		\$15.00
< 14,000 BTU/h		\$15.00
Other Measures		
Economizer		\$50.00
Tuneup - Refrigerant Charge (retrofit only)		\$15.00
Setback/Programmable Thermostat		\$35.00
Window Film		\$1 sq. ft.

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9.29 Commercial & Industrial Prescriptive Rebate Program (continued)

E. ELIGIBLE MEASURES:

PROCESS PRESCRIPTIVE MEASURES	
Measure	Rebate
Engineered Nozzles	\$20.00/nozzle
Barrel Wraps for Injection Molders & Extruders	\$1.00/ton
Insulated Pellet Dryer Ducts-3" diameter	\$15.00/sq ft.*
Insulated Pellet Dryer Ducts-4" diameter	\$20.00/sq ft.*
Insulated Pellet Dryer Ducts-5" diameter	\$25.00/sq ft.*
Insulated Pellet Dryer Ducts-6" diameter	\$30.00/sq ft.*
Insulated Pellet Dryer Ducts-8" diameter	\$40.00/sq ft.*
*capped at 50% of final invoiced product cost	

ENERGY STAR® PRESCRIPTIVE MEASURES	
Measure	Rebate
ENERGY STAR Commercial Solid Door Refrigerators	
Less than 20 ft ³	\$125.00/refrigerator
20-40 ft ³	\$250.00/refrigerator
More than 48 ft ³	\$450.00/refrigerator
ENERGY STAR Commercial Solid Door Freezers	
Less than 20 ft ³	\$75.00/freezer
20-40 ft ³	\$200.00/freezer
More than 48 ft ³	\$350.00/freezer
Ice Machines*	
Less than 500 lbs ice production	\$300.00/machine
500-1000 lbs ice production	\$750.00/machine
More than 1000 lbs ice production	\$1,000/machine
Energy Star Commercial Clothes Washers	
Washers Only	\$130.00/washer
* Must meet Consortium for Energy Efficiency's (CEE) Tier 1 ice machine specification. Flake and nugget machines are not included.	

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9.29 Commercial & Industrial Prescriptive Rebate Program (continued)

E. ELIGIBLE MEASURES:

BUSINESS COMPUTING PRESCRIPTIVE MEASURES	
Measure	Rebate
Plug Load Occupancy Sensor Document Stations*	\$40.00/station
80 PLUS Desktop Computer	\$5.00/computer
80 PLUS Desktop-Derived Server	\$10.00/server
Network Desktop Computer Power Management Software	\$15.00/desktop computer
*Must have three (3) devices connected to plug load service	

FOOD SERVICE AND REFRIGERATION PRESCRIPTIVE MEASURES	
Measure	Rebate
Cold Beverage Vending Machine Controllers	\$50.00/unit
Anti-sweat Heater Controls*	\$40.00/door
Efficient Refrigeration Condenser	\$17.50/ton of refrigeration capacity
Night Covers For Open Displays**	\$17.50/per lineal foot
Head Pressure Control*	\$60.00/ton of refrigeration
*Up to 50% of project costs	
**Store operation must allow covers to be covering cases at least 6 hours per 24 hour period.	

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9.30 Appliance Turn-In Program

- A. **PURPOSE:** The Appliance Turn-In Program (Program) is designed to incent residential customers to remove operating, inefficient, secondary appliances (older vintage room air conditioners, refrigerators, freezers, and humidifiers), taking the appliances out of the home and recycling them in an environmentally safe manner. The secondary purpose is to raise awareness of the energy benefits of Energy Star® appliances.
- B. **AVAILABILITY:** This Program is available to any Customer currently receiving service under any generally available residential rate schedule. This Program is offered in accordance with Section 393.1075, RSMo. Supp. 2009 (the Missouri Energy Efficiency Investment Act).

Appliances (older vintage room air conditioners, refrigerators, freezers, and humidifiers) shall be in working order at the time of turn-in and manufactured before 2002. Refrigerators or freezers must be clean, empty defrosted, and at least 10 cubic feet and no more than 32 cubic feet in size.

Customer participation is limited to fund availability and the Company reserves the right to modify or terminate this Program at any time, subject to Commission approval.

- C. **PROGRAM PROCESS:** The following general process will be followed:
- Customers will contact the Administrator through a toll-free phone number or online at KCPL.com to schedule the appliance pickup.
 - A confirmation message will be sent to the customer.
 - The Administrator verifies the unit is eligible and removes it from the home.
 - The Customer will verify collection and transfer ownership.
 - The unit is permanently disabled and taken to a certified recycling agency or disposed of in accordance with Environmental Protection Agency (EPA) approved practices.
 - Incentives are mailed to the Customer within six (6) weeks of the appliance pick-up.

Additionally, special promotions and coupons toward more efficient units will be distributed at retailer locations to encourage appliance turn-in.

- D. **PROGRAM INCENTIVE:** Customers will receive \$75 per unit turned-in. Customers are eligible to receive a per unit incentive for up to three (3) qualifying units. One of the three qualifying units must be a refrigerator or freezer.
- E. **PROGRAM ADMINISTRATION:** The Program will be implemented by the Administrator. The Administrator will be responsible for market research, participant identification, advertising, training, incentive processing, and status reporting associated with the Program. KCP&L will maintain oversight of the Program through monthly, quarterly, and yearly status reports and meetings with the Administrator.

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10.06 Home Performance with Energy Star®

- A. **PURPOSE:** The Home Performance with Energy Star® (HPwES) Program is intended to encourage residential Customers to identify deficiencies and implement measures in energy efficiency in their homes. These improvements in energy efficiency should increase comfort while protecting the environment. This is achieved by conducting a comprehensive home audit (Audit) and implementing at least one of the recommended improvements.

The Company may partner with a Program Administrator to implement the Program.

B. **DEFINITIONS:**

1. **Audit** – 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.
2. **Consultant** – A third party certified to perform the Audit and provide a scope of work to the Customer detailing the recommended measures.
3. **Contractor** – A third party certified to perform the Audit, provide a scope of work to the Customer detailing the recommended measures and perform the work necessary for the implementation of the specified measures.
4. **Home Performance with Energy Star® Program** – A national program from the U.S. Environmental Protection Agency (EPA) and U.S. Department of Energy (DOE) that offers a comprehensive, whole-house approach to improving energy efficiency and comfort at home, while helping to protect the environment. The HPwES state sponsor is the Missouri Department of Natural Resources Energy Center (MDNR) and the Company partners with the MDNR to implement the national program locally.
5. **Program Administrator** – The Program will be implemented by a third-party vendor specializing in programs of this type.
6. **Qualifying Improvements** – Energy efficient building envelope changes applied to the home, which may include eliminating air leaks, adding insulation, sealing ductwork, and/or replacing windows and doors. All improvements performed will be verified after completion.

- C. **AVAILABILITY:** This Program is available to any Customer receiving service under any generally available residential rate schedule offered by the Company. All Audits must be requested by the owner of the home, multiplex, or apartment. Tenant agreement, as applicable, is required. Program rebates are limited to one rebate per Audit. Customer participation is limited to fund availability and the Company reserves the right to modify or terminate this Program at any time, subject to Commission approval.

This Program is offered in accordance with Section 393.1075, RSMo. Supp. 2009 (the Missouri Energy Efficiency Investment Act).

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Customers who participate in the Program must participate in a comprehensive pre- and post- home energy Audit from an approved and certified Contractor/Consultant. This process may be facilitated and quality checked by a third party Program Administrator on behalf of the Company in accordance with established Program guidelines. Participating customers who complete the Audit process and implement at least one Qualifying Improvement listed on their final Audit report are eligible for up to \$600 in reimbursement from the Company per Audit.

E. QUALIFYING IMPROVEMENTS

A Customer may receive a rebate of up to \$600 for the following Qualifying Improvements.

Measure	Criteria	Rebate Calculation and/or Eligible Maximum Rebate
Audit		
Audit – Single Family	Single family home or attached units of two.	Rebate is \$200 per unit.
Audit – Multi-Family	Attached units of three or more	Rebate is \$100 per 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 be provided for insulation installed up to R-19.	\$0.03 X R-Value Added X Sq. Footage Rebate not to exceed \$300.
Floors	Rebate will be provided 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 per window or door up to 2 windows or doors or \$200.

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10.04 Home Performance with Energy Star® (Continued)

- F. PROGRAM ADMINISTRATION: The Program may be administered by a Program Administrator. The Program Administrator will be responsible for managing the process and flow of the local Home Performance with Energy Star® Program. This may include Contractor/Consultant recruiting, training and certification, management of the lead generation process, comprehensive home audit education for Customers, quality assurance, and other services contracted. The Program Administrator is responsible for oversight of the Contractor/Consultants and will be responsible for resolving any reported Customer complaints.

KCP&L Greater Missouri Operations Company
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For Territory Served as L&P and MPS

<p style="text-align: center;">RULES AND REGULATIONS ELECTRIC</p>

10.07 Commercial and Industrial Rebate Program

- A. **PURPOSE:** The Company's Commercial and Industrial Rebate Program (Program) is designed to encourage more effective utilization of electric energy through energy efficiency improvements in the building shell, installation of efficient electrical equipment in new construction, or the replacement of inefficient electrical equipment with efficient electrical equipment. The Program provides rebates for an energy audit and subsequent improvements in the energy efficiency of the building space and/or equipment.
- B. **AVAILABILITY:** This Program is available to any of the Company's customers served under GS, SGS, LGS or LPS rate schedules. All rebates will be distributed by the Company. Customer applications will be evaluated and the rebates will be distributed on a first-come basis according to the date of the customer's application. Customer participation is limited to fund availability. The Company reserves the right to modify or terminate this Program at any time, subject to Commission approval.

This Program is offered in accordance with Section 393.1075, RSMo. Supp. 2009 (the Missouri Energy Efficiency Investment Act).

C. **TERMS:**

Energy Saving Measures: This provides a rebate for installing qualifying higher energy efficiency equipment or systems, or replacing or retrofitting HVAC systems, motors, lighting, pumps or other qualifying equipment or systems with higher energy efficiency equipment or systems. Both new construction projects and retrofit projects are eligible to apply. To become a Participant in the Program customers must request a rebate for an energy saving measures project by submitting an application through the Company's website (www.kcpl.com) or on paper. Rebates can be for either new construction or retrofit projects.

- D. **REBATES:** The total amount of Program rebates that a Participant can receive during a Program year is limited based upon each facility rate schedule. Rebate applications for different energy saving measures at the same facility may be submitted. An entity with multiple facilities may participate for each facility by submitting an application for each facility. The maximum amount of each rebate will be calculated as the lesser of the buy down to a two-year payback, 50% of the incremental cost of the higher efficiency equipment, system, or energy saving measure, or the customer annual maximum rebate for the appropriate rate schedule detailed in Section 13 of the Rules. The rebate for the measure and/or audit will be issued upon completion of the project.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 Original Revised Sheet No. R-64.10
Canceling P.S.C. MO. No. Original Sheet No.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1
 Canceling P.S.C. MO. No. 1

Original Sheet No. R-68.1
 Revised Sheet No.

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RULES AND REGULATIONS
ELECTRIC

13.1 SUMMARY OF TYPES AND AMOUNT OF REIMBURSEMENTS ALLOWED

Energy Efficiency Program and Reimbursement

<u>Section</u>	<u>Program</u>	<u>Type</u>	<u>Amount</u>	<u>Limits</u>	<u>Effective</u>
9.20(D)5	Energy Star® New Homes	HERS Inspection	Up to \$750	per new home	10/15/11
9.20(D)6	Energy Star® New Homes	Energy Star® Requirement	Up to \$800	per new home	10/15/11
9.20(D)	Energy Star® New Homes: Annual Maximum per builder or per development is \$500,000 effective 8/20/10. After the Company reviews projects paid during the first six months of a Program year, the Company may approve application for additional rebates if Program funds are available.				
9.21(D)	Bldg Operator Certification	Tuition	\$575	per level	10/15/11
10.06(D)11	Home Performance With Energy Star®	Residential Audit and Prescriptive Measures	Up to \$600	per home	10/15/11
10.07(C)1	Commercial Energy Audit and Energy Savings Measures	<25,000 Sq Ft ≥25,000 Sq Ft	Up to \$300 Up to \$500	50% of audit 50% of audit	10/15/11
10.07(D)	Commercial Energy Audit and Energy Savings Measures	All Classes New and Retrofit	Up to \$150,000 Up to \$250,000	per facility per program year per customer per program year	10/15/11

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MPOWER RIDER
ELECTRIC**PURPOSE**

This voluntary rider (MPOWER Rider or Rider) is designed to reduce customer load during peak periods to help defer future generation capacity additions and provide for improvements in energy supply.

This Program is offered in accordance with Section 393.1075, RSMo. Supp. 2009 (the Missouri Energy Efficiency Investment Act) and its associated State Regulations.

AVAILABILITY

This Rider is available to any Customer currently receiving or requesting electric service under any generally available non-residential rate schedule. The Customer must have a load curtailment capability of at least 25 kW during the Curtailment Season and within designated Curtailment Hours, and must agree to establish Firm Power Levels as set forth herein. Availability is further subject to the economic and technical feasibility of the installation of required Company equipment. The Company reserves the right to limit the total Curtailable Load determined under this Rider. Customer participation is limited to fund availability and the Company reserves the right to modify or terminate this Program at any time, subject to Commission approval.

AGGREGATION OF A CUSTOMER'S MULTIPLE ACCOUNTS

For the purposes of this Rider only and at the Company's option, a Customer with multiple accounts may request that some or all of its accounts be aggregated with respect to Estimated Peak Demands, Curtailable Loads and Firm Power Levels, so long as each account in the aggregation is able to provide a Curtailable Load of at least 25 kW.

The aggregated account will be treated as a single account for purposes of calculating the Program Participation Payments, Curtailment Occurrence Payments and Penalties.

TERM OF CONTRACT

Contracts under this Rider shall be for a one-year, three-year or five-year term. Thereafter, Customers may enter into a new contract for a term of one-year, three, or five years subject to the terms and conditions of this Rider as may be modified from time to time. Written notice by either the Customer or Company to terminate a contract must be given at least thirty (30) days prior to commencement of the Curtailment Season.

CURTAILMENT SEASON

The Curtailment Season shall be June 1 through September 30. The Curtailment Season will exclude Independence Day and Labor Day, or the days celebrated as such.

CURTAILMENT HOURS

Curtailment will occur during the hours of 12:00 noon through 10:00 pm, Monday through Friday during the Curtailment Season. The Curtailment Hours associated with a Curtailment Event will be established at the time of the Curtailment Notification.

CURTAILMENT NOTIFICATION

Customers will receive curtailment notification a minimum of four (4) hours prior to the start time of a Curtailment Event.

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MPOWER RIDER (Continued) ELECTRIC

CURTAILMENT LIMITS

The Customer contract shall specify the Maximum Number of Curtailment Events for which the Customer agrees to curtail load during each Curtailment Season. The Maximum Number of Curtailment Events shall be at least one (1) but shall not exceed ten (10) separate occurrences per Curtailment Season. Each Curtailment Event shall be no less than two and no more than eight consecutive hours and no more than one occurrence will be required per day. The Company may call a Curtailment Event no more than three consecutive days per calendar week. The cumulative hours of Curtailment Hours per Customer shall not exceed eighty (80) hours in any Curtailment Season.

ESTIMATED PEAK DEMANDS

The Estimated Peak Demand is the average of the Customer's Monthly Maximum Demand for Monday through Friday between 12:00 noon and 10:00 pm for June 1 through September 30 from the previous year.

The Company may use such other data or methodology as may be appropriate to establish the Estimated Peak Demand.

ESTIMATED PEAK DEMAND MODIFICATIONS

The Company may review and, if necessary, adjust the Customer's Estimated Peak Demand based on evidence that the Customer's actual peak demand has changed, or will change, significantly from the Estimated Peak Demand currently being used to calculate the Customer's Curtailable Load. If a change in the Customer's Estimated Peak Demand results in a change in its Curtailable Load, the Customer shall lose and/or repay its curtailment compensation proportional to the number of days curtailment was not available and the change in the Curtailable Load.

FIRM POWER LEVELS

During the months of June through September, the Customer's Firm Power Level, which is the maximum demand level to be drawn during a Curtailment Event, shall be set at least 25 kW less than the Customer's Estimated Peak Demand.

The Company may use a Test Curtailment to establish the Firm Power Levels for the Customer.

FIRM POWER LEVEL MODIFICATIONS

After the Curtailment Season, and upon ninety (90) days written notice by the Customer, the Firm Power Level may be modified to reflect significant change in Customer load, subject to verification and approval by the Company. At any time the Company may adjust the Customer's Firm Power Level downward based on evidence that the Customer's actual demand has dropped, or will drop, significantly from the Estimated Peak Demand. Any adjusted Firm Power Level shall continue to provide for a Curtailable Load of at least 25 kW. Future customer compensation will be adjusted accordingly for any change in Firm Power Level.

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MPOWER RIDER (Continued)
ELECTRICFIRM POWER LEVEL MODIFICATIONS (continued)

Additionally, for any change in Firm Power Level that decreases Curtailable Load for the Customer shall result in re-evaluation of all curtailment compensation to the Customer including any payment or credits made in advance of the Curtailment Season. The Customer shall repay the Company prior payments/credits made in excess of the curtailment compensation due based on the decreased level of Curtailable Load.

CURTAILABLE LOAD

Curtailable Load shall be that portion of a Customer's Estimated Peak Demand that the Customer is willing and able to commit for curtailment, and that the Company agrees to accept for curtailment. The Curtailable Load shall be the same amount for each month of the contract. Under no circumstances shall the Curtailable Load be less than 25 kW. Curtailable Load is calculated as the difference between the Estimated Peak Demand as determined above, and the Firm Power Level.

CUSTOMER COMPENSATION

Customer compensation shall be defined within each Customer contract and will be based on contract term, Maximum Number of Curtailment Events and the number of actual Curtailment Events per Curtailment Season. Timing of all payments/credits shall be specified in the curtailment contract with each Customer. Payments shall be paid to the Customer in the form of a check or bill credit as specified in the contract. The credits shall be applied before any applicable taxes. All other billing, operational, and related provisions of other applicable rate schedules shall remain in effect.

Compensation will include:

PROGRAM PARTICIPATION PAYMENT: For each Curtailment Season, Customer shall receive a payment/credit based upon the contract term, the number of consecutive years under contract, and the Maximum Number of Curtailment Events. The Program Participation Payment for a Curtailment Season is equal to the per kilowatt of Curtailable Load rate as defined in the table below multiplied by the Maximum Number of Curtailment Events stated in the Customer's contract.

Contract Term	# of Consecutive Years Under Contract	\$/kW of Curtailable Load
One year	1	\$2.50
One year	2	\$2.50
One year	3	\$3.25
One year	4	\$3.25
One year	5 or more	\$4.50
Three years	1 to 3	\$3.25
Three years	4	\$3.25
Three years	5 or more	\$4.50
Five years	Any	\$4.50

The Program Participation Payment will be divided by the number of months in the Curtailment Season and applied as bill credits equally for each month of the Curtailment Season.

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MPOWER RIDER (Continued)
ELECTRICCUSTOMER COMPENSATION (continued)

INITIAL PAYMENT: Upon agreement with the Company, a Customer may receive a one-time payment to purchase specific equipment necessary to participate in the MPOWER Rider. The amount of any Initial Payment will be deducted from the net present value (NPV) of the Program Participation Payments expected under the contract as calculated by the Company. The Initial Payment amount, when subtracted from the NPV of the expected Program Participation Payments, may not result in an annual Program Participation Payment of less than \$2.50 per kilowatt of Curtailable Load per Curtailment Event.

CURTAILMENT EVENT PAYMENT: The Customer will also receive \$0.35 per kW of Curtailable Load for each Curtailment Hour during which the Customer's metered demand is less than or equal to the Customer's Firm Power Level.

NEED FOR CURTAILMENT

Curtailments can be requested for operational or economic reasons. Operational curtailments may occur when physical operating parameters approach becoming a constraint on the generation, transmission, or distribution systems, or to maintain the Company's capacity margin requirement. Economic curtailment may occur when the marginal cost to produce or procure energy, or the opportunity to sell the energy in the wholesale market, is greater than the Customer's retail price.

PENALTIES

Failure of the Customer to effect load reduction to its Firm Power Level or lower in response to any Company request for curtailment shall result in the following reduction or refund of Program Participation Payments and Curtailment Occurrence Payments for each such failure as follows:

Reduction of Curtailment Occurrence Payment: Customer will forfeit Curtailment Event Payment for every Curtailment Hour during which it fails to effect load reduction to its Firm Power Level or lower.

Reduction of Program Participation Payment: Customer will receive reduced future Program Participation Payments or a bill debit, in an amount equal to 150% of the Program Participation Payment divided by the Maximum Number of Curtailment Events, the result of which is multiplied by the percentage by which the Customer underperformed during a Curtailment Event.

Any Customer who fails to reduce load to its Firm Power Level on three or more days within any Curtailment Season may be ineligible for this Rider for a period of two years from the date of the third failure.

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MPOWER RIDER (Continued)
ELECTRIC**CURTAILMENT CANCELLATION**

The Company reserves the right to cancel a scheduled Curtailment Event prior to the start time of such Curtailment Event. However, if cancellation occurs with less than two hours of the notification period remaining prior to commencement of a Curtailment Event, the canceled Curtailment Event shall be counted as a separate occurrence with a zero-hour duration.

TEST CURTAILMENT

The Company reserves the right to request a Test Curtailment once each year and/or within three months after a Customer's failure to effect load reduction to its Firm Power Level or lower upon any Company request for curtailment. Test Curtailments do not count toward the Maximum Number of Curtailment Events. Customers will not be compensated for Test Curtailments.

VOLUNTARY LOAD REDUCTION

Customers served on this Rider also will be served on the Voluntary Load Reduction Rider, subject to the paragraph entitled "Special Provisions for MPOWER Customers." A separate Contract for service on the Voluntary Load Reduction Rider is not required for customers served on the MPOWER Rider.

ADDITIONAL VOLUNTARY EVENTS

At any time while the Customer's contract is in effect, the Company may request a Customer to participate, on a voluntary basis, in additional Curtailment Events. Customers who are asked and who participate in these additional voluntary curtailments will receive Curtailment Event Payments as outlined previously in this Rider, but will not receive additional Program Participation Payments. This provision applies to all Customers whose contracts are still in force, whether or not they have participated in a number of Curtailment Events equal to their chosen Maximum Number of Curtailment Events.

At its sole discretion, the Company will decide to apply the terms of Voluntary Load Reduction or Additional Voluntary Events for a given Curtailment Event.

RULES AND REGULATIONS

Service will be furnished under and this schedule shall be subject to Company Rules and Regulations.

The above rate or minimum bill does not include franchise, occupational or sales taxes. The Company "Tax and License Rider," "Demand Side Investment Mechanism Rider," and "Fuel Adjustment Clause" are applicable to all service and charges under this schedule.

DEMAND-SIDE PROGRAM INVESTMENT MECHANISM RIDER ELECTRIC
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APPLICABILITY

This Demand-Side Program Investment Mechanism (DSIM) Rider shall be applicable to all Missouri Retail Rate Schedules for the Company with the exception of Lighting Schedules.

PURPOSE

This DSIM Rider is designed to recover the DSIM revenue requirement which is the sum of the DSIM cost recovery revenue requirement, DSIM lost revenue requirement, and DSIM utility incentive revenue requirement. The DSM Portfolio will consist of Commission approved energy efficiency, demand response and education programs. The Company may add, modify or discontinue programs to the DSM Portfolio subject to Commission approval.

BASIS

The DSIM revenue requirement will be recovered through a DSIM charge on customer's bills for the portion of the DSIM revenue requirement assigned by the Commission to a rate class. A DSIM rate for each rate class will be multiplied by the customer's usage on a kilowatt-hour basis and the resulting DSIM chargers will be identified and shown on a separate line on the customer's bill.

TERM

This DSIM Rider shall remain in effect until such time as all Commission-approved DSIM revenue requirements are recovered. Once established, the Company will recalculate the DSIM rates each year to reflect changes in DSIM cost recovery revenue requirement and as appropriate, DSIM lost revenue requirement and DSIM utility incentive revenue requirement. The DSIM rates shall remain in effect for a term of not more than four years unless earlier the Commission authorized the modification or discontinuance of the DSIM Rider. The DSIM rate may be subject to interim semi-annual adjustments between general rate proceedings.

FILING DATES AND RECOVERY PERIODS

Following the effective date of this tariff, the Company will file an annual update on September 1 to recognize changes in prudently incurred DSM program costs and to true-up cost-related projections. The DSIM rates, when approved, would be effective on January 1 and will recover DSIM Revenue Requirement over the subsequent twelve month period. Evaluation, Measurement & Verification (EM&V) studies will be performed on a two year cycle by an independent contractor. At the end of the third year, following the evaluation of EM&V study results, the Company's annual update filing will be expanded to recognize any lost revenues, achieved incentives, and to true-up shared benefit-related projections. Similar update filings will occur every two years thereafter. Additionally, at the end of the third year, the Company contemplates filing a general rate proceeding. As part of the general rate proceeding, the Company will rebase all utility incentive measures to reflect the performance of the DSM programs as documented through EM&V. Thereafter, general rate proceedings will occur at least every four years. Rate proceedings will be utilized to revise DSM program goals, rebase sales levels, and re-establish the shared benefit and costs.

DEMAND-SIDE PROGRAM INVESTMENT MECHANISM RIDER (continued)
 ELECTRIC
DSIM RATE CALCULATION

The DSIM Rate (DSIM Rate) for each rate class will be calculated as follows:

$$\text{DSM Rate} = \frac{(((\text{DCRR} + \text{TRUE}_{\text{cost}}) + \text{DLRR} + (\text{DIRR} + \text{TRUE}_{\text{shared}})) + \text{TRUE}_{\text{recovery}})}{\text{kWh}}$$

Where:

DCRR = DSIM COST RECOVERY REVENUE REQUIREMENT

This revenue requirement will include all prudently incurred program costs including the incremental cost of planning, developing, implementing, monitoring, and evaluating DSM programs. In addition, all costs incurred by or on behalf of the collaborative process, including but not limited to costs for incremental consultants, employees and administrative expenses, will be included in the DCRR. General administrative costs will be included on the basis of the estimated budget from each program. Indirect costs associated with DSM programs, including but not limited to costs of market potential study and/or the Company's portion of statewide technical resource manual, will be included in the DCRR. Costs utilized in the first three years of the implementation of the DSIM will be normalized based on a three year projection of costs. Subsequent costs will be normalized based on a four year projection of costs. All cost projections will be trued-up to actual costs on an annual basis once actual expenditures are known.

DLRR = DSIM LOST REVENUE REQUIREMENT

This revenue requirement will include all explicit, Commission approved lost revenues that are, by definition in the current rule, the result of changes in revenues that occur when Commission approved DSM programs cause a drop in net system retail kWh below the level of system retail kWh used to set the electricity rates in the electric utility's last general rate proceeding. The DLRR will be based on lost revenues due to energy or demand savings from the Company's DSM Portfolio as approved by the Commission and measured and verified through an EM&V. Lost revenues will only be included when those fixed costs are not recovered in the Company's last general rate proceeding. Lost revenues will be included on a retrospective basis and all energy and demand savings will be measured and verified through EM&V prior to recovery.

DEMAND-SIDE PROGRAM INVESTMENT MECHANISM RIDER (continued) ELECTRIC
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DSIM RATE CALCULATION (continued)**DIRR = DSIM UTILITY INCENTIVE REVENUE REQUIREMENT**

This revenue requirement includes a performance incentive and shared benefits incentive. Although the timing of evaluation will vary, all included incentives will be based on the performance of DSM programs approved by the Commission. Projected savings targets will be based on gross savings established for each program as standardized performance values. These standardized performance values are defined based on EM&V or Potential Study analysis. The relationship between the Company's portion of shared benefits achieved and documented through EM&V reports, annual energy savings achieved and documented through EM&V reports as a percentage of annual energy savings targets, and annual demand savings achieved and documented through EM&V reports as a percentage of annual demand savings targets will be the basis of determining the incentive goals.

Shared Benefits - The initial shared benefit incentive applied to the DSIM will be set at 12% of the fifteen year net present value of projected shared benefits expected for the DSM programs applied equally for three years and will be trued-up to shared benefits as part of the annual update filing. Subsequent shared benefit incentives will be set at 12% of the fifteen year net present value of projected shared benefits expected for the DSM programs applied equally for four years and will be trued-up to shared benefits as part of the annual update filing.

Each year the Company will calculate the shared benefits based on the utilization of the programs multiplied by the respective standardized performance value for those programs. The Company will update all shared benefit projections, including the underlying utilization and standardized performance values, based on the EM&V analysis for future planning.

Performance Incentive - Following the completion of EM&V analysis, the Company shall be provided an opportunity to earn an annual performance bonus of up to \$4 million (pre-tax), provided that it achieved demonstrated efficiency. The threshold is a factor calculated by comparing the gross kWh and kW savings confirmed by the EM&V to the Commission approved annual energy savings targets (kWh) and annual demand savings targets (kW) for the DSM Portfolio, weighted at 50% kWh and 50% kW. The performance incentive received will be added to the calculation of the DSIM rate and recovered in the next annual period.

$$\frac{\text{kW Savings}}{\text{Projected kW Savings}} \times 50\% + \frac{\text{kWh Savings}}{\text{Projected kWh Savings}} \times 50\% = \text{Incentive Threshold}$$

	Low Threshold	High Threshold	Annual Performance Bonus
Tier 1	>150%		\$4M
Tier 2	≥100%	150%	\$3M
Tier 3	≥50%	100%	\$2M
Tier 4		≤50%	\$0

DEMAND-SIDE PROGRAM INVESTMENT MECHANISM RIDER (continued)
 ELECTRIC
DSIM RATE CALCULATION (continued)**TRUE_{recovery}**

The annual true-up amount for a DSIM Rider year, to be determined prior to filing the next DSIM Rider and to be applied to the subsequent DSIM Rate calculation. The true-up amount will reflect any difference between the total DSIM revenue collected and the approved recovery for the previous applicable time period. Such true-up amount may be positive or negative. The true-up amount used to calculate the initial DSIM Rate equals zero.

TRUE_{cost}

The annual true-up amount for prudently incurred DSM Program costs, to be determined prior to filing the next DSIM Rider and to be applied to the subsequent DSIM Rate calculation. The true-up amount will reflect any difference between the projected DSM costs and the actual costs for the previous applicable time period. Such true-up amount may be positive or negative. The true-up amount used to calculate the initial DSIM Rate equals zero.

TRUE_{shared}

The annual true-up amount for shared benefits, to be determined prior to filing the next DSIM Rider and to be applied to the subsequent DSIM Rate calculation. The true-up amount will reflect any difference between the projected shared benefit and the benefits earned for the previous applicable time period based on the standardized performance values. Such true-up amount may be positive or negative. The true-up amount used to calculate the initial DSIM Rate equals zero.

kWh

Projected annual kWhs to be delivered to all retail customers during the effective DSIM year. Retail electric sales will not include sales for Lighting customers or sales associated with customers utilizing the opt-out provisions of this tariff. Retail sales utilized in the first three years of the implementation of the DSIM will be normalized based on a three year projection of retail sales. Subsequent retail sales projections will be normalized based on a four year projection of retail sales. All retail sales will be trued-up on an annual basis once actual retail sales are known.

DEMAND-SIDE PROGRAM INVESTMENT MECHANISM RIDER (continued)
 ELECTRIC
DSIM RATE ADJUSTMENT

The Company may make semiannual adjustments to DSIM rates between general rate proceedings. This adjustment shall only include adjustments to the DSIM cost recovery revenue requirement. Adjustments to the DSIM cost recovery revenue requirement may reflect new and approved demand-side programs, approved program modifications, and/or approved program discontinuations. If the original projections and the then-current projections associated with this mechanism become significantly out of balance, the DSIM rate may be adjusted to address the anticipated difference. The semi-annual adjustments to the DSIM rates shall reflect a comprehensive measurement of both increases and decreases to the DSIM cost recovery revenue requirement established in the most recent DSM program approval or semi-annual DSIM rate adjustment case plus the change in DSIM cost recovery revenue requirement which occurred since the most recent demand-side program approval or semi-annual DSIM rate adjustment case.

DSIM RATES

The DSIM rates (\$/kWh) for the period April 20, 2012 through December 31, 2012.

<u>Customer Class</u>	<u>Rate</u>
Residential	\$0.00220
Small General Service	\$0.00220
Large General Service	\$0.00220
Large Power	\$0.00220

PRUDENCE REVIEWS

There shall be prudence reviews conducted no less frequently than at twenty-four (24)-month intervals. Adjustments, if any, necessary by Commission order pursuant to any prudence review shall also be placed in the DSIM rate for collection unless a separate refund is ordered by the Commission.

OPT-OUT PROVISION FOR QUALIFYING CUSTOMERS

The DSIM charge will not be applied to the bill of Customers requesting, qualified, and approved to opt-out of the programs under 4 CSR 240-20.094(6). Customers exercising this opt-out provision are agreeing to forgo all participation and benefit from the DSM programs approved as part of the DSM Portfolio. A customer who participates in DSM programs initiated after August 1, 2009, shall be required to participate in program funding for a period of three (3) years following the last date when the customer received a demand-side incentive or a service.

NOTES TO THE TARIFF

1. The monthly DSM rate will be expressed in dollars per kilowatt-hour rounded to five decimal places.
2. The references to Accounts within the DSM tariff are as defined in the FERC uniform system of accounts.