

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of Kansas City Power & Light)
Company’s Notice of Intent to File an)
Application for Authority to Establish a Demand-) File No. EO-2015-0240
Side Programs Investment Mechanism)

In the Matter of KCP&L Greater Missouri Operations)
Company’s Notice of Intent to File an)
Application for Authority to Establish a Demand-) File No. EO-2015-0241
Side Programs Investment Mechanism)

**KANSAS CITY POWER & LIGHT COMPANY’S AND
KCP&L GREATER MISSOURI OPERATIONS COMPANY’S
NOTIFICATION OF 11-STEP PROCESS FOR BUSINESS CUSTOM
AND WHOLE HOUSE EFFICIENCY PROGRAMS**

COMES NOW Kansas City Power & Light Company and KCP&L Greater Missouri Operations Company (“KCP&L”; “GMO”; collectively “Company”), and submits to the Missouri Public Service Commission (“Commission”), this Notice to modify its Business Custom and Whole House Efficiency incentive amounts within the approved incentive ranges. In support, thereof, the Company states as follows:

1. This notice is being made in accordance with KCP&L’s Rules and Regulations section 23.01, Business Demand-Side Management, Change Process and GMO’s Rules and Regulations section 15.01 Business Demand-Side Management, Change Process which requires notification of changes to its measures and incentive amounts and to file a notice of the change in this case no fewer than five business days prior to implementation.

2. The Company plans to implement changes to its Whole House Efficiency (WHE) program on April 13th, 2018. Specifically, the change includes adjustment of the WHE incentive amounts to be better aligned with cost efficiencies and participation goals. All adjustments to the incentive amounts are within the approved ranges. The Company also plans to modify the

Commercial and Industrial (C&I) Custom program incentive from a flat rate of \$0.07 or \$0.10 per kWh for lighting and non-lighting projects respectively to a kWh incentive driven by coincident kW savings. By aligning kWh and kW through the programs incentive structure, the Company will be able to more prudently utilize funds to deliver cost effective energy and demand savings.

3. Attached to this pleading are the following documents which support the modifications discussed above:

- Exhibit A – Whole House Efficiency Modification Proposal
- Exhibit B – Whole House 11-Step Process Revision
- Exhibit C – Business Custom Modification Proposal
- Exhibit D – Business Custom 11-Step Process Revision
- Exhibit E – Business Custom TRC Analysis
- Exhibit F – Business Custom Web Page Update
- Exhibit G – Business Custom Application Update

WHEREFORE, the Company respectfully requests the Commission consider this notice to modify the C&I and WHE incentive amounts pursuant to the Company's 11-Step processes.

Respectfully submitted,

/s/ Roger W. Steiner

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**Attorneys for Kansas City Power & Light
Company and KCP&L Greater Missouri
Operations Company**

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been hand delivered, emailed or mailed, postage prepaid, this 4th day of April, 2018, to all counsel of record.

/s/ Roger W. Steiner

Roger W. Steiner



2018 Whole House Efficiency Modifications

Date: March 26, 2018

Proposed Implementation Date: April 13, 2018

Proposal: Adjustment of Whole House Efficiency (WHE) incentive amounts to be better aligned with cost efficiencies and participation goals. All adjustments to incentive amounts are within the approved ranges.

Process: The following outlines the process for measure incentive alteration.

- Evaluate current program participation to budget forecast.
- Review current market prices and forecast of measures with the greatest price volatility.
- Evaluate current and projected incremental measure cost based on revised pricing and incentive change.

The table below provides the proposed program modifications.

Measure Name	Primary Key	Unit Definition	Current Incentive	New Incentive	Min Incentive	Max Incentive
Air Sealing	14.1	per sq. ft.	\$0.08	\$0.04	\$0.04	\$0.12
Ceiling Insulation	15.1	per sq. ft.	\$0.30	\$0.15	\$0.15	\$0.76
Heat Pump Ductless Mini Split	20.1	per unit	\$300	\$150	\$110	\$720
Heat Pump SEER 15	30.1	per unit	\$150	\$125	\$75	\$150
Heat Pump SEER 15, Early Retirement	31.1	per unit	\$500	\$250	\$120	\$800
Heat Pump SEER 15, Replace Electric Resistance Heat	33.1	per unit	\$800	\$125	\$100	\$2,000
Heat Pump SEER 16	34.1	per unit	\$300	\$200	\$150	\$300
Heat Pump SEER 16, Early Retirement	35.1	per unit	\$600	\$400	\$140	\$950
Heat Pump SEER 16, Replace Electric Resistance Heat	37.1	per unit	\$1,000	\$200	\$150	\$2,000
Heat Pump SEER 17	38.1	per unit	\$500	\$200	\$150	\$460
Heat Pump SEER 17 - Early Retirement	39.1	per unit	\$900	\$400	\$200	\$1,000
Heat Pump SEER 17 - Replace Electric Resistance Heat	41.1	per unit	\$1,200	\$200	\$150	\$2,000
GSHP - EER 14 + ER Elec Resist Furnace_SF: HVAC	241.1	per unit	\$2,000	\$1,000	\$500	\$3,000
GSHP - EER 14 + Replace Elec Resistance Furnace_SF: HVAC	242.1	per unit	\$2,000	\$1,000	\$500	\$3,000
GSHP - EER 14 + ER ASHP with GSHP ER or Replac on Fail_SF: HVAC	243.1	per unit	\$2,000	\$1,000	\$500	\$3,000

Thank you for your consideration of my proposal and please do not hesitate to reach out with questions.

Prepared by: Natalie Gray

Prepared for: KCP&L and Energy Efficiency Regulatory Demand Side Management Advisory Group

Previous Approvals: Kevin Brannan, Brian File, Kim Winslow, KCP&L Regulatory Affairs

Tariff Prescribed Change Process for Residential Demand Side Management 22.01

CHANGE PROCESS: Whole House Efficiency: Heating & Cooling Rebate: April 13, 2018 - Incentive Modifications

The change process is applicable to changes in program detail regarding the interaction between KCP&L or Program Administrators and Participants, and excludes changes to the ranges of Incentive amounts for each Measure.			
ACTION STEP	STATUS	COMPLETED DATE	NOTES / NEXT STEPS
1) Identify need for program detail change regarding the interaction between KCP&L or Program Administrators and Participants;	Complete	3/1/18	Program year one savings evaluations have been completed and the TRM revised. In order to keep the Heating and Cooling Rebates in alignment with the savings available we are re-designing the rebate mix.
2) Discuss proposed change with Program Administrator;	Complete	3/2/18	Program Administrator supports these adjustments to keep the rebate active while decreasing the negative impact to program spend.
3) Discuss proposed change with Evaluator;	Complete	3/8/18	Program Changes have been discussed with Navigant
4) Analyze impact on program and portfolio (cost-effectiveness, goal achievement, etc.);	Complete	3/5/18	The impact on the program cost-effectiveness has been evaluated and is expected to be positive as it will lower the overall cost per KW/KWH and maintain the program's ability to meet savings goals.
5) Inform the Staff, Office of the Public Counsel and the Department of Economic Development, Division of Energy, of the proposed change, the time within which it needs to be implemented, provide them the analysis that was done and consider recommendations from them that are received within the implementation timeline (the implementation timeline shall be no less than five business days from the time that the Staff, Office of the Public Counsel and the Department of Economic Development, Division of Energy, are informed and provided the above-referenced analysis);	Complete	3/20/18	Inform DSMAG Council.
6) Take timely received recommendations into account and incorporate them where KCP&L believes it is appropriate to do so;	Complete	3/20/18	Release date of removed restriction to be addressed via 11-Step process.
7) Notify and train customer contact personnel (Customer Service Representatives, Energy Consultants, Business Center) of the changes;	Complete	4/1/2018	Program Administration and KCP&L Call Center Manager will be provided updated rebate values.
8) Make changes to forms and promotional materials;	Complete	3/10/18	Forms and materials are updated and ready for release.
9) Update program website;	Complete	4/1/18	All updates ready to be pushed April 1, 2018; https://www.kcpl.com/save-energy-and-money/for-home/rebates-and-programs/heating-and-cooling-rebate
10) File updated web pages and, if appropriate, updated list of Measures and Incentives amounts in Case No. EO-2015-0240 and EO-2015-0241;	Complete	4/1/18	All updates ready to be pushed April 1, 2018; https://www.kcpl.com/save-energy-and-money/for-home/rebates-and-programs/heating-and-cooling-rebate
11) Inform Customer, trade allies, etc.	Complete	3/6/2018	Final changes were communicated to Trade Allies . They are aware that a change is coming and are already prepared to use the updated rebate chart which was also provided in the outreach.

Tariff Prescribed Change Process for Residential Demand Side Management 22.01

CHANGE PROCESS: Whole House Efficiency: Insulation and Air Sealing Rebate: April 1, 2018 - Incentive Modifications

<p>The change process is applicable to changes in program detail regarding the interaction between KCP&L or Program Administrators and Participants, and excludes changes to the ranges of Incentive amounts for each Measure.</p>			
ACTION STEP	STATUS	COMPLETED DATE	NOTES / NEXT STEPS
1) Identify need for program detail change regarding the interaction between KCP&L or Program Administrators and Participants;	Complete	3/1/18	Program year one savings evaluations have been completed and the TRM revised. In order to keep the Insulation and Air Sealing Rebates in alignment with the savings available we are re-designing the rebate mix.
2) Discuss proposed change with Program Administrator;	Complete	3/2/18	Program Administrator supports these adjustments to keep the rebate active while decreasing the negative impact to program spend.
3) Discuss proposed change with Evaluator;	Complete	3/8/18	Program Changes have been discussed with Navigant
4) Analyze impact on program and portfolio (cost-effectiveness, goal achievement, etc.);	Complete	3/5/18	The impact on the program cost-effectiveness has been evaluated and is expected to be positive as it will lower the overall cost per KW/KWH and maintain the program's ability to meet savings goals.
5) Inform the Staff, Office of the Public Counsel and the Department of Economic Development, Division of Energy, of the proposed change, the time within which it needs to be implemented, provide them the analysis that was done and consider recommendations from them that are received within the implementation timeline (the implementation timeline shall be no less than five business days from the time that the Staff, Office of the Public Counsel and the Department of Economic Development, Division of Energy, are informed and provided the above-referenced analysis);	Planned	3/20/18	Inform DSMAG Council.
6) Take timely received recommendations into account and incorporate them where KCP&L believes it is appropriate to do so;	Planned	3/20/18	Release date of removed restriction to be addressed via 11-Step process.
7) Notify and train customer contact personnel (Customer Service Representatives, Energy Consultants, Business Center) of the changes;	Planned	4/1/2018	Program Administration and KCP&L Call Center Manager will be provided updated rebate values.
8) Make changes to forms and promotional materials;	Complete	3/10/18	Forms and materials are updated and ready for release.
9) Update program website;	Complete	4/1/18	All updates ready to be pushed April 1, 2018,; https://www.kcpl.com/save-energy-and-money/for-home/rebates-and-programs/insulation-and-air-sealing-rebate
10) File updated web pages and, if appropriate, updated list of Measures and Incentives amounts in Case No. EO-2015-0240 and EO-2015-0241;	Complete	4/1/18	Ready to push updates, https://www.kcpl.com/save-energy-and-money/for-home/rebates-and-programs/insulation-and-air-sealing-rebate
11) Inform Customer, trade allies, etc.	Complete	3/6/2018	Final changes were communicated to Trade Allies . They are aware that a change is coming and are already prepared to use the updated rebate chart which was also provided in the outreach.



2018 KCP&L Commercial & Industrial Annual Cap Adjustment

Date: March 26, 2018

Proposed Implementation Date: April 13, 2018

Purpose: To modify the Commercial and Industrial (C&I) custom program incentive from a flat rate of \$0.07 or \$0.10 per kWh for lighting and non-lighting projects respectively to a kWh incentive driven by coincident kW savings. By aligning kWh and kW through the programs incentive structure KCP&L will be able to more prudently utilize funds to deliver cost effective energy and demand savings. The performance structure will have a minimum floor of \$0.06/kWh per project and a max of \$0.40/kWh per project. **(See Exhibit A)**

Process: The following outlines the process for rebate incentive determination under the proposed structure:

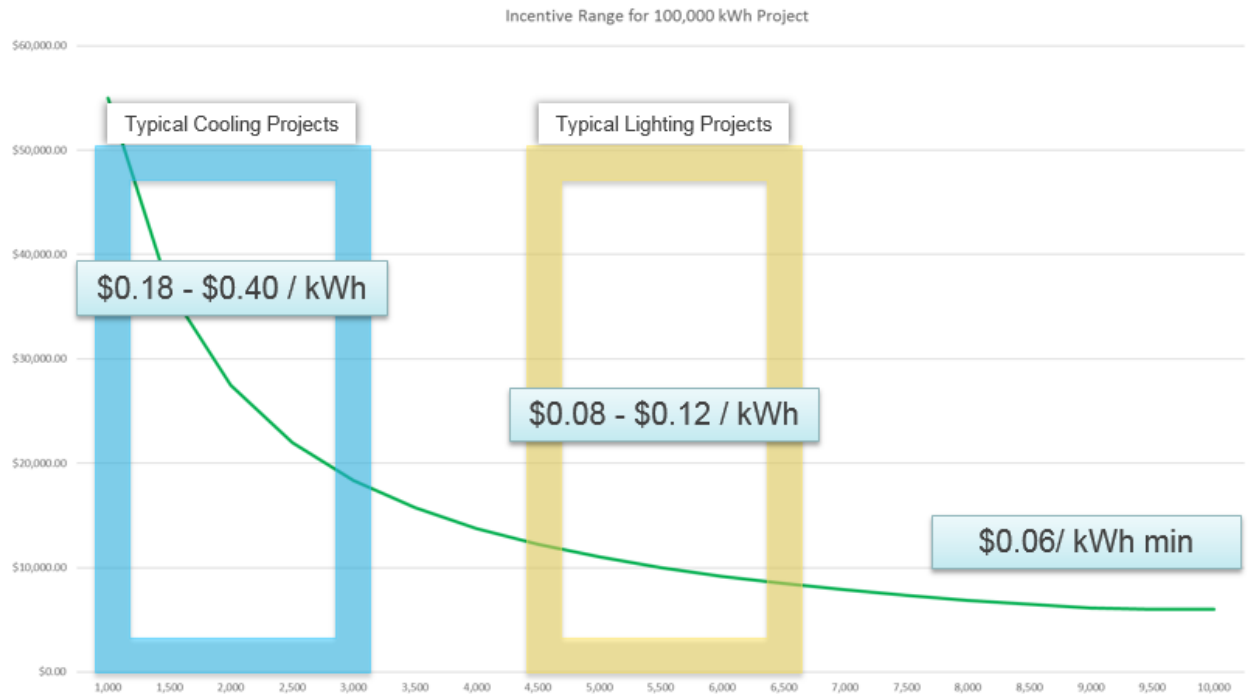
- Determine customers annual estimated kWh savings and peak kW reduction.
- Calculate \$/kWh rebate amount based on coincident peak kW savings at \$550/kW.
- Determine whether incentive amount is at least \$0.06/kWh based on custom calculation. If the rebate is less, the project would be paid at the minimum threshold \$0.06/kWh. If the rebate amount exceeds \$0.40/kWh, the rebate would be capped at the filed TRM threshold amount.
- Rebate amounts are capped on a per project basis up to the customer's annual cap of \$100,000 per year.

Prepared by: Kevin Brannan

Prepared for: Kansas City Power & Light and Energy Efficiency Regulatory Demand Side Management Advisory Group

Approvals: Kim Winslow, Brian File, Tim Nelson, KCP&L Regulatory Affairs

Exhibit A



Tariff Prescribed Change Process for Commercial & Industrial Demand Side Management 22.01

CHANGE PROCESS: Business Custom Rebate Program: April 13, 2018 - Custom Rebate Incentive Structure Modification

The change process is applicable to incentive changes within the filed program ranges for the Custom program.			
ACTION STEP	STATUS	COMPLETED DATE	NOTES / NEXT STEPS
1) Identify need for program detail change regarding the interaction between KCP&L or Program Administrators and Participants;	Complete	12/11/17	Through the course of Program Year 1 & 2 KCP&L has gathered feedback from customers and trade allies on challenges/barriers to participation with the custom program. In an effort to address those barriers (1) incremental costs-rebate, (2) ease of use KCP&L introduced a hybrid structure that aligns the incentive budget with trade ally and customer needs to change stocking patterns and drive cap ex projects to high efficiency
2) Discuss proposed change with Program Administrator;	Complete	1/8/18	KCP&L in tandem with the Program Administrator developed the modified structure proposed.
3) Discuss proposed change with Evaluator;	Complete	2/21/18	Held meeting with Navigant to discuss.
4) Analyze impact on program and portfolio (cost-effectiveness, goal achievement, etc.);	Complete	2/5/18	The proposed changes will allow KCP&L to align incentive dollars with a balanced share of both kW and kWh acquisition per project. Prior to this change the program was skewed towards just incentivizing based on kWh reduction which made it difficult to cost effectively capture an equal share of kW per project. This approach for custom will help balance both objectives.
5) Inform the Staff, Office of the Public Counsel and the Department of Economic Development, Division of Energy, of the proposed change, the time within which it needs to be implemented, provide them the analysis that was done and consider recommendations from them that are received within the implementation timeline (the implementation timeline shall be no less than five business days from the time that the Staff, Office of the Public Counsel and the Department of Economic Development, Division of Energy, are informed and provided the above-referenced analysis);	Complete	3/20/18	Informed stakeholders through 11 step notification and reviewed during quarterly DSMAG advisory meeting.
6) Take timely received recommendations into account and incorporate them where KCP&L believes it is appropriate to do so;	Complete	2/23/18	Recommendations and feedback from Navigant, Staff, OPC, DED and DOE ongoing.
7) Notify and train customer contact personnel (Customer Service Representatives, Energy Consultants, Business Center) of the changes;	Complete	3/5/2018	Program Administration team and KCP&L staff will be provided training, support and talking points on new changes.
8) Make changes to forms and promotional materials;	Complete	3/20/18	Update Custom Rebate Application and Custom Rebate Sales sheet to reflect new structure will be available 4/1/18.
9) Update program website;	Complete	4/1/18	Update https://www.kcpl.com/save-energy-and-money/for-business/rebates-and-incentives/business-energy-rebates-custom
10) File updated web pages and, if appropriate, updated list of Measures and Incentives amounts in Case No. EO-2015-0240 and EO-2015-0241;	Complete	4/1/18	Update https://www.kcpl.com/save-energy-and-money/for-business/rebates-and-incentives/business-energy-rebates-custom
11) Inform Customer, trade allies, etc.	Complete	4/1/2018	Notify trade ally network and other interested parties of Custom Rebates incentive changes via e-mail notification, April trade ally newsletter and in person visits.

MEEIA Cycle 2, Plan Year 3

Business Custom Plan Assumptions

	kWh	kW	Total Incremental Measure Cost	Total Incentives	MEEIA Cycle 2 PY 2018 Plan TRC
KCPL-MO	15,025,655.8200	4,107.8100	\$ 5,506,792	\$ 1,502,566	1.43
GMO	10,237,209.8382	2,640.3369	\$ 3,693,203	\$ 1,023,721	1.38

Scenario 1 new TRC

Revised - 20% Cooling (1.35 MW)					
KCPL-MO	16,431,240.0000	4,107.8100	\$ 6,309,596	\$ 2,259,296	1.35
GMO	10,561,347.6000	2,640.3369	\$ 4,055,557	\$ 1,452,185	1.31

Scenario 2

Revised - 50% Cooling (3.35 MW)					
KCPL-MO	13,350,382.50	4,107.8100	\$ 5,933,732	\$ 2,259,296	1.27
GMO	8,581,094.93	2,640.3369	\$ 3,813,967	\$ 1,452,185	1.23

Assumptions	
SPB - 20%	4 years
SPB - 50%	4.5 years
Cooling Perf. Ratio	2000
All Other Perf. Ratio	4500
Cooling %	Custom Ratio
20%	4000
50%	3250

*Held kW constant, modified kWh, IMC and incentives based on projected ratios

*Assumed payout at \$550/kW, not adjusted for over/underperforming projects - not considering PY2 projects being paid out in PY3 under PY2 structure

*Assumed higher IMC for mechanical measures - reverse calculated based on simple payback and savings to get estimate IMC

April 13 Website Updates
Business Energy Savings

EDITS TO BUSINESS ENERGY REBATES - CUSTOM PAGE: <https://www.kcpl.com/save-energymoney/for-business/rebates-and-incentives/business-energy-rebates-custom>

Make the following text edits to this section:

Business Energy Rebates – Custom

KCP&L offers rebates for custom energy-saving solutions that fit your unique business needs.

We offer custom rebates to help our business customers implement energy saving solutions that align with your specific needs. Bring us into your energy related projects early, and we can help you maximize your energy savings and rebate opportunities. The sooner we're involved, the more we can help you.

Common custom projects that fall within our rebate offerings include:

- Chiller systems
- Variable speed drives and pumps
- Heating and cooling systems
- Compressed air upgrades
- Building controls
- Energy management systems
- Refrigeration projects



Calculate your rebate

~~Custom incentives pay a maximum of \$0.40/kWh saved and a minimum of \$0.06/kWh saved. Incentive is calculated at \$550/coincident peak kW saved. Custom rebates are calculated at a flat rate of \$0.07/kWh saved for lighting projects and \$0.10/kWh saved for non-lighting projects. Projects that generate significant peak demand (kW) savings are rewarded with additional bonus rebates. The demand reduction bonus is based on the ratio of kWh saved divided by coincident peak kW reduced by the project. The coincident peak kW is the demand value that is normally recorded on the hottest summer afternoon of the year.~~

Threshold	Bonus
4,500 – 3,501 kWh/kW	\$0.02/kWh saved
3,500 – 3,001 kWh/kW	\$0.03/kWh saved
< 3,000 kWh/kW	\$0.04/kWh saved

If you need help getting started, our [Property Accessed Clean Energy \(PACE\) financing](#) can help you overcome up-front cost barriers and fund qualifying energy efficiency property improvements.

How it works

Please note that Custom rebates require written pre-approval prior to the purchase and installation of equipment/materials. Projects are reviewed to ensure they meet KCP&L's benefit vs. cost analysis, which accounts for energy savings, usage profile and incremental cost.

To get started:

- Find an [authorized contractor](#) to help you plan and complete your project
- Review pre-approval steps and anticipated timelines (below)
- Download the [Custom pre-approval application](#)

To collect your Custom rebates:

- Download the [Custom final approval application](#)
- Download the [Lighting Inventory Spreadsheet](#)

Formatted Table

April 13 Website Updates
Business Energy Savings

- Download the [labor cost form](#) for self-installed measures (required for companies that use internal labor to install equipment or lighting)

Enhanced services

KCP&L offers enhanced services to our customers with the most energy-intensive facilities, projects and processes, including:

- Healthcare facilities
- Data centers
- Industrial processes
- New construction and major renovation projects

A closer look at the custom rebate process

Custom projects require pre-approval prior to the purchase or installation of the project. The steps are outlined below. Bolded items denote the steps that are the responsibility of the customer.

1. **Customer submits pre-approval application.**
2. Initial application review conducted.
3. Application submitted for engineering review.
4. Pre-approval notice issued to customer.
5. **Customer begins installation process.**
6. **Customer notifies program of modifications to the project scope or timeline.**
7. **Customer submits final application along with invoices and supporting detail.**
8. Final review and engineering review conducted.
9. Final approval notice issued.
10. Check incentive or bill credit issued.

Process timeline

- **Pre-approval:** Approximately 2-3 weeks to review and preapprove
- **Final review:** Approximately 2-3 weeks to review
- **Inspections:** A pre- and post-inspection may be required for project approval.
- **Payment:** Approximately 3-4 weeks to issue payment

Custom project guidelines

- Custom rebates are available for existing and new facilities. Customers may apply for individual or multiple efficiency measures within the same facility or across multiple sites.
- Projects must be pre-approved prior to the purchase and installation of equipment/materials.
- Projects must be completely installed and operational no later than 90 days from the pre-approval notice date, unless otherwise noted.
- A complete custom final application must be received by the Program no later than 120 days from pre-approval notice date, unless otherwise noted.
- Pre-approval rebates are granted and funds are reserved according to your original submittal. Scope changes can impact your rebate, up to and including project ineligibility.
- Many pre-approval notifications include specific contingencies that must be met. Failure to comply with stated contingencies can impact your rebate, up to and including project ineligibility.
- A post installation inspection may be required to verify installation completion and validate project energy savings.
- The rebate will be issued after the successful completion of the project, final engineering review has been conducted, and the final approval notice has been issued.

Note: Rebates are capped at of \$500,000 each calendar year, which is determined on a per-customer and per-jurisdiction basis. The cap allows \$100,000 for custom rebates and \$400,000 for standard rebates per year.

Kansas Customers

Although many of our programs apply only to Missouri customers, we're working hard to offer Kansas customers the same opportunity to save. We are in the process of requesting approval from Kansas Corporation Commission and hope to launch new programs in 2018. In the meantime, [Energy Analyzer](#) can help small businesses better understand their energy use and find customized tips to save. Log in to [your online account](#) to begin.

April 13 Website Updates
Business Energy Savings

Make the following changes to the right-hand side bar:

Find an Authorized Business Contractor

[Button "Search Online"]

Business Energy Efficiency Rebates

[Button "Submit Application"]

Questions

Email businessrebates@kcpl.com or call [\(866\) 847-5228](tel:8668475228)

Complete the Application

Complete sections 1–8 in full. All fields are required unless otherwise noted. Include all required documentation listed below.

Your business must be a current Missouri customer of KCP&L to participate.

Incomplete final applications will delay approval and incentive payment.

Pre-approval must be granted BEFORE equipment is purchased or installed.

Once You Are Done

Submit your completed application(s) along with required documentation one of three ways:

Email

businessrebates@kcpl.com

US Mail

KCP&L Business Rebates

PO Box 411008

Kansas City, MO 64141

Fax

(877) 491-2845

Need Help?

Call us at (866) 847-5228 or email businessrebates@kcpl.com.

Pre-approval Process

Once a completed application with required documentation is received, the KCP&L pre-approval review process can begin. This may involve a site inspection at the facility by a KCP&L program engineer. The full review should take no more than two to four weeks to complete, but this timeline may change depending on the specifics of your project. The engineer will be able to give you a more accurate estimate once the review process begins.

Please note that data logging or other measurement and verification techniques may be required to verify the kWh savings calculated in the pre-approval application.

Upon completion of the review, the program will issue a formal pre-approval notice that details the estimated rebate and electric savings for your project. After receiving the pre-approval notice, you may begin moving forward with the project.

Work cannot begin on your project and equipment cannot be purchased prior to receiving a formal pre-approval notice from KCP&L. If you begin work or purchase any equipment prior to receiving the pre-approval notice, your application may be ineligible.

Check before you buy! Lighting products (except T5, and lighting controls) must be certified at time of installation by DesignLights Consortium® (DLC), ENERGY STAR®, or Consortium for Energy EfficiencySM (CEE) to be eligible for incentive.

Required Documentation

- Pre-approval application:** Verify that all fields on pages 2–4 are completed and that page 4 is signed by the KCP&L customer.
- IRS form W-9 for the KCP&L account holder/payee.**
- KCP&L electric bill:** Submit a copy of the facility's most recent KCP&L electric bill.
- Cut sheet/manufacturer specification sheet:** Include a cut sheet or manufacturer specification sheet for all efficient measures/equipment being installed as part of the project.
- Electric savings calculations:** Using industry-accepted engineering algorithms or simulation models, calculate the annual electric savings by estimating the annual electric usage of both the existing and proposed equipment, based on the current operation of the facility. Include appropriate documentation of sources and any assumptions used in the calculations.
- Project proposal:** Provide your contractor's proposal for the project including total itemized installed cost per line item.
- Building plans for new construction projects**
- Custom lighting applications:** Complete Custom lighting inventory worksheet. Worksheet must be completed with details on existing and proposed equipment and accompany all Custom lighting rebate applications.

NOTE: All project documentation must match information on the KCP&L customer's bill statement (for example: name, address, etc. or this may cause a delay in processing).

Recommended Documentation

We recommend that you provide any relevant energy data, drawings, trend logs or diagrams. Supplying this data with your application reduces review delays due to requests for additional documentation.

1 Building Type

This is a(n): Existing facility New construction

FACILITY TYPE				
<i>Check one</i>	<input type="checkbox"/> Health, in-patient	<input type="checkbox"/> Industrial – 2 shift	<input type="checkbox"/> Public assembly	<input type="checkbox"/> School (Middle/High)
<input type="checkbox"/> College/University	<input type="checkbox"/> Health, out-patient	<input type="checkbox"/> Industrial – 3 shift	<input type="checkbox"/> Public order/Safety	<input type="checkbox"/> Warehouse
<input type="checkbox"/> Food sales/Grocery	<input type="checkbox"/> Hotel/Motel	<input type="checkbox"/> Industrial – 3 shift/weekends	<input type="checkbox"/> Religious/Worship	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Fast food restaurant	<input type="checkbox"/> Industrial (Light)	<input type="checkbox"/> Office (Small)	<input type="checkbox"/> Retail	
<input type="checkbox"/> Full-service restaurant	<input type="checkbox"/> Industrial – 1 shift	<input type="checkbox"/> Office (Medium/Large)	<input type="checkbox"/> School (Elementary)	

2 Account Holder and Contact Information

ACCOUNT HOLDER			
KCP&L account number at installation address	Rate code	Business/account holder name (as it appears on electric energy bill)	
Tax identification number (FEIN)	Business classification <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC <input type="checkbox"/> Exempt (tax exempt, non-profit)		
Applicant type <input type="checkbox"/> Developer <input type="checkbox"/> Owner <input type="checkbox"/> Lessee <input type="checkbox"/> Other: _____			
Account holder contact name		Contact email address	
Contact phone number		Contact mobile number	
Contact mailing address	City	State	ZIP

3 Facility Information

LOCATION OF INSTALLATION			
Facility name		Facility square footage	
Installation address	City	State	ZIP

4 Contractor or Distributor Information

INSTALLING CONTRACTOR, MATERIAL SUPPLIER OR DISTRIBUTOR			
Contractor or supplier business name		Contractor or supplier contact name	
Contact phone number		Contact email address	
Contractor business address	City	State	ZIP

This project was self-installed. Material and labor invoices are required. If the customer installed the materials, please submit an [in-house labor form](#) in lieu of an invoice.

5 Project Questionnaire

PROJECT DATES	
Desired project start date (mm/yy)	Expected project completion date (mm/yy)
EXISTING EQUIPMENT/BASELINE SUMMARY	
What existing equipment or systems are being replaced or changed? Check all that apply	
<input type="checkbox"/> Lighting <input type="checkbox"/> HVAC <input type="checkbox"/> Other Mechanical _____ <input type="checkbox"/> New Construction	
Is the existing equipment operational?	If yes, what is its remaining useful life expectancy?
<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ Years
PROJECT DESCRIPTION	
What efficient measures are being implemented?	What are the annual operating hours of the efficient measures/proposed equipment?
Does your project involve any of the following? Check all that apply	
<input type="checkbox"/> Increasing or decreasing light (lumen) levels <input type="checkbox"/> Annual operating hours > 8000 <input type="checkbox"/> Increasing or decreasing fixture count by _____ % <input type="checkbox"/> Facility end-use changing from _____ to _____ (i.e., from a warehouse to manufacturing or a grocery store to a gym)	
Describe the proposed project and how it will save energy over the existing equipment or system.	
ELECTRIC SAVINGS CALCULATION ASSUMPTIONS	
Provide an overview of calculations and assumptions used to generate electric savings calculations in the space below. For example: "assumed cooling equipment is operating when outside temperature is at least 55 °F."	
Please submit full calculations and assumptions as an attachment to this application. Technical support with electric savings calculations is available upon request. For lighting projects, please refer to the Lighting Inventory Spreadsheet at kcpl.com/tradeally . Please contact the program for assistance at (866) 847-5228 or businessrebates@kcpl.com .	
Is the Lighting Inventory Spreadsheet included? <input type="checkbox"/> Yes <input type="checkbox"/> No	
ESTIMATED TOTAL PROJECT COST	
Estimated incremental costs of efficient measure implementation (including materials and installation labor):	
Total Material Costs: \$ _____ Total Labor Costs: \$ _____	
<input type="checkbox"/> Itemized Proposal from Contractor is included.	
BLOCK BIDDING	
Was this project a participant in the KCP&L Block Bidding RFQ offering AND selected as a winner of the reverse auction process?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
If 'Yes' and participation is confirmed by the program, specific Custom rebate details for your project will be applied based upon the preliminary award.	
PROJECT FUNDING DETAILS	
Will this project receive any additional sources of funding? (Examples: PACE, leases, grants, contractor/manufacture discounts, etc.)	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
Source and amount of additional funding:	
TECHNICAL CONTACT INFORMATION	
Who should we contact to confirm energy savings calculations?	
Technical contact name	Technical contact email address
Technical contact phone number	Technical contact mobile number

6 Influence Questionnaire

PROGRAM INFLUENCE (TO BE COMPLETED BY CUSTOMER)

In which of the following ways has the program influenced your decision to complete this project:

Check all that apply

- | | |
|--|---|
| <input type="checkbox"/> Requested rebate would reduce project payback period to acceptable range. | <input type="checkbox"/> The program review of energy savings calculations will create confidence in savings estimates. |
| <input type="checkbox"/> The program and requested rebate will generate interest or support from company decision makers. | <input type="checkbox"/> The program provides administrative support with completing the application. |
| <input type="checkbox"/> Requested rebate satisfies capital improvement planning requirements. | <input type="checkbox"/> The program would assist with coordination between project team members. |
| <input type="checkbox"/> The program will provide technical support with identifying opportunities and potential projects. | <input type="checkbox"/> Other (please explain):
_____ |

7 Custom Rebates Summary

Custom incentives pay a maximum of \$0.40/kWh saved and a minimum of \$0.06/kWh saved. Savings are calculated at \$550/coincident peak kW saved. Coincident peak kW is the demand value that is normally recorded on the hottest weekday summer afternoon of the year. Email businessrebates@kcpl.com or call (866) 847-5228 for help establishing coincident peak kW for your project.

Please note:

- Estimated Material and Labor costs, kWh savings, and kW savings from the existing (aka baseline) equipment to the proposed upgrade are required to perform pre-approval engineering review.
- The final incentive is calculated by post-installation measurement and verification.
- All incentives are capped at 75% of the total incremental project costs (materials and labor associated with the efficient measures) unless otherwise specified.
- Additional guidelines:
 - Customers may submit multiple applications for different improvements or upgrades at the same facility.
 - Projects involving multiple facilities may participate by submitting a separate application for each facility.
- Projects that have started or been completed prior to pre-approval are not eligible for a rebate.
- The program allows for a maximum rebate of \$500,000 each calendar year, which is determined on a per-customer and per-jurisdiction basis. The cap allows \$100,000 for custom rebates and \$400,000 for standard rebates per year. Additional funding can be negotiated above the \$500,000 cap. Final rebate amount determination will be based on actual installation as indicated by submitted project completion documents and invoices as required in the final application.

8 KCP&L Customer Signature

I hereby certify that:

1. The information contained in this application is accurate and complete.
2. All rules of this rebate application have been followed.
3. I have read and understand the stated KCP&L Business Energy Savings 2018 Custom Terms and Conditions in this document.

KCP&L customer signature

Print customer name

Date

KCP&L Business Energy Savings 2018 Custom Terms and Conditions

Program-Specific Terms and Conditions

Program Effective Dates

KCP&L energy efficiency incentives are offered until approved funds are exhausted or through December 31, 2018, whichever comes first. Program incentives and measures are subject to change or termination without notice at the sole discretion of KCP&L. The effective dates of the program and application submittal requirements are as follows:

Decisions to acquire and install energy efficiency measures must be made after April 13, 2016 to be eligible. Any energy-efficient equipment or services purchased or installed, contracted for, or work conducted prior to April 13, 2016, are not eligible for an incentive.

All 2016–2018 program projects must be completely installed and operational by December 31, 2018, and final documentation must be received by the program no later than January 31, 2019.

Program and Project Eligibility

All current KCP&L-MO and Greater Missouri Operations commercial rate classes are eligible for program offerings except for the following:

- Opt-out/self-directed customers

Customers whose rate schedule codes are 1xxxx (1LGSE, 1MGSE, etc.) are eligible for the KCP&L-MO rebates. Customers whose rate schedule code is MOxxx (MO720, MO940, etc.) are eligible for the Greater Missouri Operations (GMO) rebates. This program, approved by the Missouri Energy Efficiency Investment Act (MEEIA) took effect on April 13, 2016 for customers in KCP&L-MO and GMO services areas. This new program expanded the list of standard rebates and raised the project customer rebate cap to \$500,000 for all service classes.

(In general, KCP&L-MO program customers are located in the greater Kansas City area and GMO program-eligible customers are located in Liberty-north, Blue Springs, Lees Summit-east, Grandview and Belton-south. Please note, these are general delineations and you should look at your KCP&L statement for rate schedule confirmation).

Rebate Payment Limits

Rebate payment amounts are based on the final project costs approved by the program review process, and according to the appropriate incentive rate (noted below). The total rebate paid cannot exceed 50% of the total install cost, which is the total purchase price of equipment/product installed, including materials and external labor. Contractor labor costs can be considered in project costs. If self-installed, an In-House Labor Form must be completed as part of final validation.

The program allows for a maximum rebate of \$500,000 each calendar year, which is determined on a per-customer and per-jurisdiction basis. The cap allows \$100,000 for custom rebates and \$400,000 for standard rebates per year. For customers or rebates applications amounting to greater than \$500,000, a case-by-case exception process will be undertaken by KCP&L.

Please note: For replacement measures, the incremental measure cost is defined as the cost to purchase and install the energy-efficient equipment minus the cost to purchase and install similar equipment that would meet federal and local energy standards (but not qualify for an incentive under this program). For retrofit measures, the incremental measure cost is simply the cost to purchase and install the qualifying measures.

Application Review Process

The program reserves the right to request additional supporting documentation if necessary to ensure measure eligibility and verify existing system performance and baseline conditions.

Applications must be completed before program review and project evaluation will occur, and are reviewed in the order in which complete applications are received.

Customer-provided documentation included with the application forms is the basis for determining potential electric savings, measure eligibility and estimated rebate. Rebate funds are reserved when the program determines that a project meets the program eligibility requirements. The applicant will be informed of any deficiencies resulting in project ineligibility, and will be given the opportunity to correct deficiencies if appropriate.

Program pre-approval is required for program participation.

Application Submittal

The application must be submitted within 30 days of project installation and is the applicant's method of notifying the program of project completion. Extension requests must be made prior to project completion deadline identified on the custom pre-approval notice per custom project extension guidelines. Projects that fail to submit final documentation within 90 days of pre-approval, or projects that do not request a formal project extension prior to the project completion deadline, are subject to cancellation. Applications and all required supporting documentation should be received by January 31, 2019 to be applicable for the 2016–2018 program cycle.

Examples of required documentation include, but are not limited to: dated invoices/receipts for the purchase and installation of equipment, product specification sheets, proof that the equipment is operational, manufacturer specifications, warranty information and IRS form W-9. The location or business name on the invoice must match the application information. The project invoice should provide sufficient detail to separate the project cost from the cost of other services such as repairs and building code compliance. All questions regarding application documentation requirements should be directed to the program implementer contact. The program reserves the right to request additional supporting documentation as deemed necessary, both prior to approval and after installation is completed, to ensure measure eligibility and verify that the expected energy savings will occur. All customer information will be held in confidence.

Inspections

Program reserves the right to inspect projects to verify compliance with the program rules the accuracy of project documentation. The customer must allow access to project documents and the facility where the measures were installed at all reasonable times and for a period of five years after receipt of incentive.

Requirements for Program Savings

Any customer receiving a program incentive may be contacted by a third-party evaluator to verify service/equipment installation or be asked to complete a participant survey. As a part of this process, program participants and trade allies agree to participate in required on-site verification and survey activities.

Disclaimer

The program makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system or appliance installed pursuant to the application, and expressly disclaims any such representation, warranty or liability. Participation in the program implies that the applicant and/or customer of KCP&L agrees to indemnify KCP&L, the program and its affiliates, subcontractors and employees against all loss, damage, expense, fees, costs and liability arising from any measures installed. The program does not guarantee the energy savings approved through the program and you may not make any warranties associated with the measures eligible for incentives under this program. Neither program endorses or guarantees any claims, promises, work or equipment made, performed or furnished by any contractors or equipment vendors that sell or install any energy efficiency measures.

KCP&L Business Energy Savings 2018 Custom Terms and Conditions

General Terms and Conditions

1. Incentives

- a. Subject to these Terms and Conditions, Kansas City Power & Light Company ("KCP&L") or KCP&L Greater Missouri Operations Company ("GMOC") will pay incentives to eligible Customers (hereinafter "Customers") for the installation of electric savings measures identified as such in program materials issued by KCP&L or GMOC and other site-specific custom measures that are approved by KCP&L or GMOC.
- b. Custom rebates will be capped at 75% of project costs unless otherwise specified.

2. Funds are limited and applications are processed on a first-come, first-served basis. Program is subject to change and may end without prior notice.

Customer eligibility

- a. All non-residential electric customers in the KCP&L service territory or the GMOC service territory are eligible to participate in the Business Rebates Program available in their service territory.
- b. By participating in a Business Rebates Program, customer agrees that KCP&L or GMOC obtains and/or retains ownership of all rights to existing and future emissions credits, renewable energy rights to existing and future emissions credits, renewable energy green tags, tradable renewable certificates and/or any and all other environmental benefits associated with the installation of the eligible equipment.

3. Pre-approval and Pre-Installation Inspection

KCP&L or GMOC is not bound to pay any incentives until it has performed a satisfactory pre-and post-installation verification of the installation unless KCP&L or GMOC has waived such post-installation verification requirement explicitly. If KCP&L or GMOC determines that the electric savings measures were not installed in a manner that is consistent with the purpose of achieving energy savings, or if the installation was not consistent with generally accepted good engineering practices, KCP&L or GMOC may require changes before making any payments. KCP&L or GMOC will not pay incentives until it has been verified that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training.

4. Post-Installation Verification

KCP&L or GMOC is not bound to pay any incentives until it has performed a satisfactory post-installation verification of the installation unless KCP&L or GMOC has waived such post-installation verification requirement explicitly. If KCP&L or GMOC determines that the electric savings measures were not installed in a manner that is consistent with the purpose of achieving energy savings, or if the installation was not consistent with generally accepted good engineering practices, KCP&L or GMOC may require changes before making any payments. KCP&L or GMOC will not pay incentives until it has been verified that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training.

5. Customer Application and Analysis

- a. In addition to completing an application, the Customer may be required by KCP&L or GMOC to provide an analysis of the demand and energy reduction potential of the proposed electric savings measures. In some cases, the analysis must be prepared by a professional engineer licensed in the state where the facility is located. Nameplate data may be required for electric savings measures having incentives based on peak demand.
- b. KCP&L or GMOC may independently review the Customer's application and analysis to determine the energy saving and demand reduction potential. KCP&L or GMOC reserves the right to reject or modify any calculations, based on KCP&L's or GMOC's own analysis. Failure to submit this information in the time requested may result in a denial of the project.
- c. KCP&L or GMOC will have final determination whether an application is eligible for Standard and/or Custom Program incentives based on each program's eligibility guidelines and project specifics.

6. Site-Specific Custom Measures

KCP&L or GMOC will only approve of those site-specific Custom Measures that KCP&L or GMOC believes have cost-effective energy and/or demand reduction potential. In any case, KCP&L or GMOC reserves sole discretion to approve or disapprove of any such Measures proposed.

7. Incentive Amounts

- a. Before pre-approving any incentive amounts requested by the Customer, KCP&L or GMOC reserves the right to adjust and/or negotiate the incentive amount.
- b. Once an incentive amount is pre-approved, KCP&L or GMOC reserves the right to pay no more than the cost to the Customer of purchasing the electric savings measure, or the pre-approved incentive amount, whichever is less.
- c. KCP&L or GMOC reserves the right to lower the incentive amount if the quantity and/or cost of energy savings measures actually installed by the Customer differ from the pre-approved project. Notwithstanding any other provision of these Terms and Conditions, KCP&L or GMOC reserves the right to seek a refund for some or all of the incentives paid if the measures were not installed or do not remain installed for a period of five (5) years or the end of the product life, whichever is less.
- d. KCP&L or GMOC reserves the right to withhold payment or award the incentive in the form of a bill credit for customers in arrears.
- e. KCP&L or GMOC reserves the right to withhold incentive payments for any Energy Savings Measures that do not carry the Underwriter's Laboratory (UL) mark or, with the written consent of KCP&L or GMOC, that of an equivalent independent testing laboratory. Please consult with Underwriters Laboratory for your product classification into the appropriate UL category of the UL Listing Mark or the UL Classification Mark. All lighting measures must be DesignLights Consortium[®], ENERGY STAR[®] or Consortium for Energy EfficiencySM certified at the time of purchase. Products removed from approved qualified product lists must be installed within 90 days of purchase.

In addition, prior to including a technology in the program, KCP&L or GMOC reserves the right to require that the customer undertake, at the customer's own expense, further testing of such technology by Underwriters Laboratories (UL) or, with the written consent of KCP&L or GMOC, an equivalent independent testing laboratory. The UL classification of Energy Verification Services (EVS) is required. The purpose of the testing is to evaluate the technology's energy performance levels.

8. Cost of Project

Customer must provide all documentation necessary to establish final total project cost including but not limited to detailed copies of invoices (including all material, labor and discounts) required for the installation of energy saving measures. The invoices shall include a breakdown of all energy savings measures purchased for installation under this Agreement. Invoices should not include costs not associated with the implementation of energy saving measures. In addition, KCP&L or GMOC may request any other reasonable documentation or verification of the cost to the Customer of purchasing the energy savings measure. KCP&L or GMOC reserves the right at any time to require invoices from the contractor to determine the price paid by the contractor (including any discounts or incentives) for the energy savings measures. KCP&L or GMOC reserves the right to use the contractor's reasonable costs in order to determine the correct incentive amount.

9. Date of Incentive Payments

KCP&L or GMOC expects to pay the Incentive within sixty (60) days after all of the following conditions are met: (1) construction/renovation of Customer's facility is completed; (2) Customer has received an occupancy permit; (3) KCP&L has received all required documentation; and (4) KCP&L or GMOC has verified installation costs and satisfactory installation of the energy savings measures, all in accordance with the specifications.

10. Installation Service Costs Recognized

KCP&L or GMOC will recognize installation costs only to the extent that they are reasonable and actually incurred by the Customer.

11. Lighting Replacements

Customers who install energy-efficient lighting measures are expected to replace any of the energy-efficient lights that burn out with lights of similar or superior energy savings efficiency at the Customer's expense.

12. Contractor Shared Savings Arrangements

If custom energy savings measures are being installed by a contractor under a "shared savings" contract, KCP&L or GMOC reserves the right to determine the cost of purchasing and installing the energy savings measures based on the reasonable retail costs in purchasing the equipment and installing the energy savings measures.

13. Monitoring and Evaluation Follow-up Visits

- a. KCP&L or GMOC reserves the right to make a reasonable number of follow-up visits to customer's Facility during the 24 months following the Actual Completion Date noted on this application. Such visit(s) will be at a time convenient to the Customer, made with advance notice given to the Customer by KCP&L or GMOC.
- b. The purpose of the follow-up visit(s) is to provide KCP&L or GMOC with an opportunity to review the operation of the energy savings measures for program evaluation purposes. The follow-up visit(s) will have no impact on the incentive paid to the Customer for installing the energy savings measures.

14. Limited Scope of Review

KCP&L or GMOC is under no obligation to: (1) make follow-up visits; (2) review the operation of the energy savings measures; or (3) make any suggestions of any kind to the Customer. The scope of review by KCP&L or GMOC of the design and installation of the energy savings measures is limited solely to determining whether program conditions have been met. It does not include any kind of safety review.

15. Changes in the Program

KCP&L or GMOC may change the program and the Terms and Conditions at any time without notice. Pre-approved applications, however, will be processed to completion under the Terms and Conditions in effect at the time of the pre-approval by KCP&L or GMOC.

Your energy efficiency investment is subject to the current rates, rules and regulations by the Missouri Public Service Commission ("Commission"). The Commission may alter its rules and regulations and/or change rates in the future. If this occurs, your energy efficiency investment is subject to those changes and you will be responsible for paying any future increases to electricity rates, charges or service fees from KCP&L Greater Missouri Operations Company.

KCP&L Greater Missouri Operations Company's electricity rates, charges and service fees are determined by the Commission and are subject to change based upon the decision of the Commission. These future adjustments may positively or negatively impact any potential savings or the value of your energy efficiency investment.

Any future electricity rate projections which may be presented to you are not produced, analyzed or approved by KCP&L Greater Missouri Operations Company or the Commission. They are based on projections formulated by external third parties affiliated with KCP&L Greater Missouri Operations Company or the Commission.

16. Publicity of Customer Participation

KCP&L or GMOC may wish to publicize the Customer's participation in the program, the results, the amount of incentives paid to the Customer, and any other information that reasonably relates to the Customer's participation. In such instances, KCP&L or GMOC will secure a release from the Customer authorizing to make such information public.

17. Application Submittal Time Frame

All final applications and required supporting documentation must be submitted within 30 days of measure installation or by January 31, 2019, whichever comes first.

18. Installation Requirements

- a. All measures must be installed and operational prior to submittal of a final application at the address noted on the application.
- b. All measures must be installed in a property owned by the applicant, or the applicant has received permission from the property owner to install the equipment.
- c. All measure installations must be completed prior to the program period expiration date of December 31, 2018.

19. Limitation of Liability and Indemnification

KCP&L's or GMOC's liability under this Agreement will be limited to paying the incentives specified in this Agreement. KCP&L or GMOC and any of its affiliates shall not be liable to the Customer for any consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this Agreement or in the program.

The Customer shall protect, indemnify, and hold harmless KCP&L or GMOC from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by or assessed against KCP&L or GMOC resulting from, arising out of, or relating to the performance of this Agreement.

20. No Warranties

- a. KCP&L or GMOC does not endorse, guarantee, or warrant any particular manufacturer or product, and KCP&L or GMOC provides no warranties, expressed or implied, for any product or services. The Customer's reliance on warranties is limited to any warranties that may arise from, or be provided by contractors, vendors, etc.
- b. The Customer acknowledges that neither KCP&L or GMOC nor any of its consultants are responsible for assuring that the design, engineering and construction of the facility or installation of the energy savings measures is proper or complies with any particular laws (including patent laws), codes, or industry standards. KCP&L or GMOC does not make any representations of any kind regarding the results to be achieved by the energy savings measures or the adequacy or safety of such measures.

21. Customer Must Pay All Taxes

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

22. Stop Approval Without Notice

KCP&L or GMOC reserves the right, for any reason, to stop approving energy savings measures at any time without notice for all or part of the program. In particular, KCP&L or GMOC is not obligated to approve any application for an incentive that may result in KCP&L or GMOC exceeding its program budget.

23. Limit of Incentive Payments

After an application is approved by KCP&L's or GMOC's authorized executive, the Customer will receive written notification of the pre-approved incentive amount and the date that the energy savings measures must be fully installed to qualify for incentive payments. Any energy savings measures installed prior to the issuance of KCP&L's or GMOC's written authorization of pre-approval will be deemed as an unauthorized installation and KCP&L or GMOC will have no obligation to pay incentives for those energy savings measures. Regardless of pre-approval from KCP&L or GMOC, projects may be denied or incentives reduced upon receipt of final project cost and scope of work documentation.

24. Pre-approved Letter

After an application is approved by KCP&L's or GMOC's authorized executive, the Customer will receive written notification of the pre-approved incentive amount and the date that the energy savings measures must be fully installed to qualify for incentive payments. Any energy savings measures installed prior to the issuance of KCP&L's or GMOC's written authorization of pre-approval will be deemed as an unauthorized installation, and KCP&L or GMOC will have no obligation to pay incentives for those energy savings measures. Regardless of pre-approval from KCP&L or GMOC, projects may be denied or incentives reduced upon receipt of final project cost and scope of work documentation.

25. Vendor Selection

KCP&L or GMOC acknowledges that the Customer may select any vendor or contractor to perform the work contemplated by this Application, even after the Application is submitted for pre-approval by KCP&L or GMOC. Notwithstanding the foregoing, the Customer acknowledges that KCP&L or GMOC has the right to prohibit specific vendors or contractors from program participation.

26. Removal of Equipment

The customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the energy savings measures and in accordance with all laws, rules and regulations. The Customer agrees not to reinstall any of this equipment in the service territory of KCP&L or GMOC or its affiliates.

27. Review of Specifications, Submittals and Drawings

The Customer may be required to provide KCP&L or GMOC with a copy of the specifications for the construction or renovation of the facility that will be provided to the construction contractors. Such specifications must include the energy savings measures that are the subject matter of the Customer's application to this program. KCP&L or GMOC may refuse to pay incentives if the specifications do not adequately provide for installation of the energy savings measures consistent with good engineering and energy-efficient design practices. Customer will, upon request by KCP&L or GMOC, provide a copy of the as-built drawings and equipment submittals for the facility. KCP&L or GMOC may refuse to pay incentives if the final submittals and drawings do not adequately reflect the installation of the energy savings measures consistent with the original design intent as identified on the Customer application and worksheets. All equipment eligible for a rebate must be new equipment and installed by licensed contractors when required by code and/or law.

28. Miscellaneous

- a. This Agreement is composed of the application and these Terms and Conditions. It is the entire agreement between the parties and supersedes all other communications and representations.
- b. Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.
- c. The Customer acknowledges that the only individuals authorized to bind KCP&L or GMOC under this Agreement are the individual who signed this Agreement, or an officer of KCP&L or GMOC.
- d. If any provision of the Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms.