2010.06.04 13:16:01 Kansas Corporation Commission /S/ Susa**STATE CORPOBATION COMMISSION**

BEFORE THE STATE CORPORATION COMMISSION OF THE STATE OF KANSAS

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JUN 0 4 2010

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In the Matter of the Application of Westar Energy, Inc. and Kansas Gas and Electric Company for an Order Authorizing them to participate in Efficiency Kansas, Approve the SimpleSavings Program Rider, and related cost recovery.

Docket No. 10-WSEE-775-TAR

APPLICATION

COME NOW Westar Energy, Inc. and Kansas Gas and Electric Company (collectively referred to as "Westar") and file this Application for an order authorizing Westar to be a partner utility in the Efficiency Kansas Revolving Loan Program, approving a SimpleSavings Program Rider, and a shared savings mechanism. In support of the Application, Westar states:

1. Westar is a public utility subject to the jurisdiction of the Commission with

respect to rates, services, and accounting procedures.

2. Westar is seeking authorization to be a partner utility in the Efficiency Kansas

Revolving Loan Program. Efficiency Kansas, developed by the State Energy Office, is designed to:

- a. Produce cost-effective, firm energy savings,
- b. Address efficiency improvements in a comprehensive manner using sound building science principles,
- c. Implement the most cost-effective programs in a logical sequence to maximize the energy savings per dollar spent, and
- d. Target customers residing in structures most in need of efficiency improvements.

(441 Order at Paragraph 99.)

3. Westar is providing the information regarding the proposed SimpleSavings Program Rider required by the Commission in its orders in Docket No. 08-GIMX-441-GIE and Docket No. 08-GIMX-442-GIE, including a description of the program, in the summary attached hereto as Appendix A.

4. Westar is also providing cost support for its proposed Administrative Fee. It is attached hereto as Appendix B.

5. In its November 14, 2008, order in Docket No. 08-GIMX-441-GIV (441 Order), the Commission stated that it will consider performance incentive proposals that meet either or both of the following:

- 1. Proposals for programs that target low and fixed-income customers, and renters. The Commission believes these groups are vulnerable, particularly in the face of an economic downturn, and may be unable to undertake energy efficiency measures on their own for various reasons.
- 2. Proposals that target new and existing residential housing and demonstrate a potential for long-term energy savings utilizing a comprehensive whole house concept, pursuant to the Commission policy as expressed in the 442 Order.

(441 Order at paragraph 97.)

6. In the 441 Order, the Commission stated that "[a]mong the three types of performance incentives generally considered, performance target incentives, shared savings incentives, and rate of return (cost capitalization) incentives, the Commission favors the shared benefit approach to performance incentives. (441 Order at Paragraph 99; footnote omitted.)

7. The Commission's Order mirrors the enabling Federal legislation for the America Reinvestment and Recovery Act (ARRA). Section 410 of the ARRA states in part:

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The applicable state regulatory authority will seek to implement, in appropriate proceedings for each electric and gas utility, with respect to which the State regulatory authority has ratemaking authority, a general policy that ensures that utility financial incentives are aligned with helping customers use energy more efficiently and that provide timely cost recovery and a timely earnings opportunity for utilities associated with cost-effective measurable and verifiable efficiency savings, in a way that sustains and enhances utility customers' incentives to use energy more efficiently.

America Reinvestment and Recovery Act of 2009, PL 111-5, Section 410 (Feb. 17, 2009).

8. The shared benefit or shared savings incentive approach provides for the sharing of net benefits between utility customers and utility investors. The net benefits will include avoided energy and capacity costs and may include avoided transmission and distribution costs. A participant in Efficiency Kansas and Westar's SimpleSavings Program will also likely experience savings in other utility costs such as natural gas or propane and water.

9. In Docket No. 08-WSEE-862-ACT, Westar sought to accumulate energy efficiency program costs in a sub-account of 182.3 Other Regulatory Assets. The Commission's November 12, 2008 Order conditionally approved Westar's request as long as the accumulated costs of each energy efficiency program are tracked separately and Westar files separate applications with tariffs when applicable. Westar therefore requests authority to defer the shared net benefits from its proposed SimpleSavings Program as more fully described in Appendix C for recovery in a future Energy Efficiency Rider.

10. Westar intends to file a separate application at the appropriate time in the future to implement an Energy Efficiency Rider as contemplated by the Commission in the 442 Order. The costs and shared net benefits accumulated for this and other energy efficiency programs will be recovered once the rider is implemented.

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WHEREFORE, Westar respectfully requests that the Commission issue an order authorizing Westar to become a Partner Utility in Efficiency Kansas, approving the SimpleSavings Program Rider and authorizing deferral of the calculated costs and shared benefits for immediate deferral in a sub-account of 182.3, Regulatory Assets and sharing of net benefits between utility customers and utility investors and for such other relief as may be appropriate.

Respectfully submitted,

WESTAR ENERGY, INC. KANSAS GAS AND ELECTRIC COMPANY

Martin J. Bregman, #12618 Executive Director, Law Cathryn J. Dinges, #20848 Corporate Counsel 818 South Kansas Avenue Topeka, Kansas 66612 Telephone: (785) 575-1986 Fax: (785) 575-8136

VERIFICATION

STATE OF KANSAS)) ss: COUNTY OF SHAWNEE)

Martin J. Bregman, being duly sworn upon his oath deposes and says that he is one of the attorneys for Westar Energy, Inc. and Kansas Gas and Electric Company; that he is familiar with the foregoing Application that the statements therein are true and correct to the best of his knowledge and belief.

Martin J. Bregman

SUBSCRIBED AND SWORN to before me this 4th day of June, 2010. Sally Wilson Y PUBLIC~STATE OF KANSAS PT EXP: 6/19/2011 Notary Public NOTARY PUBLIC~STATE OF KANSAS MY APPT EXP: 6/19

My Appointment Expires: 6/19/2011

Westar Energy's SimpleSavings program in partnership with Efficiency Kansas

JUN 0 4 2010

STATE CORPORATION COMMISSION

1. Program Description

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Westar Energy's SimpleSavings Program is a meter-based program in partnership with the Efficiency Kansas Revolving Loan Program. Efficiency Kansas Revolving Loan Program, developed by the State Energy Office, is designed to:

- 1. Produce cost-effective, firm energy savings,
- 2. Address efficiency improvements in a comprehensive manner using sound building science principles,
- 3. Implement the most cost-effective programs in a logical sequence to maximize the energy savings per dollar spent, and
- 4. Target customers residing in structures most in need of efficiency improvements.

Westar Energy will use commercially reasonable efforts to identify homes needing energy efficiency improvements in compliance with the proposed Simple Savings Program Rider (attached) and in compliance with the Program Manual of the Efficiency Kansas Revolving Loan Program.

2. Program Cost

a. Expected energy and demand savings – time horizon

Energy and demand savings are difficult to estimate. Any estimate is dependent on a participant's actual implementation of all or a portion of an individualized Energy Conservation Plan (ECP) created by an independent energy auditor for the participant. An ECP will detail recommended improvements and may include several options for participant to choose among. The recommended improvements will be prioritized in terms of cost effectiveness. Moreover, the ECP may include other conservation measures such as water conservation.

3. Program Framework/Strategy

Westar's SimpleSavings Program is a whole house energy efficiency program. It will operate under the guidelines established by the State Energy Office Efficiency Kansas Loan Program. Upon acceptance and approval of Westar's application, Westar will become a partner utility under the state program

a. Relationship to other programs

Westar Energy has four approved energy efficiency demand response programs. Those are:

- 1. Educational programs,
- 2. Building Operator Certification program,
- 3. Wattsaver, and
- 4. Energy Efficiency Demand Response program,

SimpleSavings and the Efficiency Kansas Loan Program working in conjunction with Westar's will complement Westar's educational programs by implementing the most cost-effective energy efficiency home improvement measures in a logical sequence to maximize the energy savings of each participant.

b. Marketing strategy

Initially, Westar Energy's will market SimpleSavings and the Efficiency Kansas Revolving Loan program, utilizing the marketing material available through the State Energy Office. Westar will also promote SimpleSavings through our various educational outlets including but not limited to Speaker's Bureau, Home Shows and the Energy Efficiency booth at various public events.

c. Program delivery (in-house/third party)

SimpleSavings will be responsible for administering the Efficiency Kansas Revolving Loan program for participating Westar Energy eligible customers in Efficiency Kansas. Westar will rely on the State Energy Office to fulfill its obligations of the Efficiency Kansas program as outlined in the program manual.

d. Partners

Westar Energy will become a partner utility of Efficiency Kansas upon acceptance and approval by the Commission.

4. Program Budget (5 years)

a. Start-up cost

Westar's incremental, if any, cost to become a partner utility in Efficiency Kansas initially is limited to programming of computer software. Future incremental costs may include additional staff support depending on participation of Westar customers.

b. Administrative cost

Internal administrative cost estimate per program year will be dependent on the level of activity. Assuming Westar will add one full time employee to administer this activity we estimate per year cost at approximately \$100,000 for salaries, benefits and other administrative supplies. Marketing material not available through the State Energy Office will be less than \$25,000 per year.

c. Incentives (if any)

The incentive for participants is detailed in the program manual for Efficiency Kansas.

d. Marketing

The draft Memorandum of Agreement indicates that the KCC will provide promotional material that may be used in marketing SimpleSavings. Westar will likely utilize the promotional material available to promote SimpleSavings as discussed in 3 b above.

e. Evaluation

Westar will rely on the State Energy Office to perform EM&V as it deems necessary.

5. **Program Beneficiaries**

a. Expected number of participants by customer class or sub-class

Westar Energy has nearly 600,000 residential and small commercial customers that may potentially directly benefit from this program. Efficiency Kansas eligibility requirements will reduce this number. The eligibility requirements include but are not limited to: Kansas residency, 12 months payment history, current on electric bill, no disconnections within the past 12 months and not on a payment plan. Westar Energy anticipates 15 to 20 applicants per month basis following approval and marketing of Westar's SimpleSavings Efficiency Kansas partnership.

b. Other beneficiaries

All customers (including non-participants) will benefit from the avoided costs of purchasing expensive power from the market on peak days plus delaying the need to make significant capital investments in additional power plants.

6. Program Benefit-Cost Analysis

Westar has not performed the five benefit-cost test for SimpleSavings or Efficiency Kansas. Most of the cost will be borne by the participant i.e., auditor fee, and Westar's administrative fee.

7. Program Evaluation, Measurement and Verification Plan

See 4 e above.

8. Program Specific Tariff Schedule

Westar's SimpleSavings Program Rider is attached.

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THE STATE CORPORATION COMMISSION OF KANSAS

Westar Energy, Inc.

(Name of Issuing Utility)

NORTH RATE AREA

(Territory to which schedule is applicable)

Schedule SS EK

Replacing Schedule____Initial____ Sheet____I

which was filed

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 1 of 14 Sheets

SIMPLESAVINGS PROGRAM RIDER

AVAILABLE

This Rider is applicable to all customers taking service under Company's Residential or Small General Service rate schedules. Company administers this SimpleSavings Program in partnership with State Energy Office's Efficiency Kansas loan program.

APPLICABLE

This program Rider is applicable to all eligible customers entering into Company's SimpleSavings agreement approved by the State Energy Office through the Efficiency Kansas loan program and is subject to the provisions of this Rider and the Efficiency Kansas' loan program. Eligible customers at a minimum must have 12 months of continuous service at the dwelling that would be subject to improvements, be current on their utility service payments, be deemed creditworthy and must not have had their utility service disconnected for non-payment in the 12 months immediately prior to their application for participation. The State Energy Office through its Efficiency Kansas program may impose other eligibility requirements.

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No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 2 of 14 Sheets

SIMPLESAVINGS PROGRAM RIDER

NET MONTHLY CHARGE

A SimpleSavings charge shall be included on every monthly bill issued for electric service to the premises subject to a SimpleSavings Agreement. This amount shall be established as of the signature date of the SimpleSavings Agreement and shall not change during the Agreement's term, unless Company and customer agree to a different payment schedule and the new amount is permitted under the Efficiency Kansas Program Manual. This charge shall be rounded up to the nearest \$0.01 and shown as a separate line on the existing or any subsequent customer's bill at the premise.

The monthly SimpleSavings Charge shall be the sum of:

SimpleSavings Program charge consisting of the SimpleSavings installment as determined in the agreement, plus

The State Energy Office's administrative charge, plus

ADMINISTRATIVE FEE

Participants shall pay a one-time charge to offset Company's costs related to initiating a SimpleSavings Loan Agreement. The Company will deduct this fee from the Efficiency Kansas proceeds prior to disbursement to other contractors. This charge shall be \$240.

LOAN LIMITS

Participating customers in this SimpleSavings Program may be eligible for up to a \$20,000 loan for eligible residential customers and \$30,000 for eligible business customers through the State Energy Office's Efficiency Kansas loan program.

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THE STATE CORPORATION COMMISSION OF KANSAS

Westar Energy, Inc.

(Name of Issuing Utility)

NORTH RATE AREA

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Schedule SS EK

Replacing Schedule Initial Sheet 3

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SIMPLESAVINGS PROGRAM RIDER DEFINITIONS AND CONDITIONS 1. "Efficiency Kansas" is the revolving loan program of the State Energy Office. It is a meterbased loan program. 2. "State Energy Office" is a branch of the Kansas Corporation Commission charged with administering the Efficiency Kansas loan program. З. "SimpleSavings" is the name of Company's program in partnership and under the State's Efficiency Kansas loan program. "Energy Conservation Plan" begins with an energy audit performed by a program eligible 4. auditor to ensure that improvements the customer/applicant is making to the residence or small business are appropriate and cost-effective. The Energy Conservation Plan generates an estimate of reasonably expected net savings results for the customer/applicant. Efficiency Kansas requires that the projected energy (and dollar) savings are greater than the cost of the improvements. If the cost to repay the improvements through the loan terms would exceed 90% of the expected energy savings, the improvements will not qualify.

5. "SimpleSavings Agreement" is the contract between Company and an individual under the SimpleSavings - Efficiency Kansas loan program. The agreement provides the funding for energy efficiency improvements to residential and small businesses. The funding is repaid to the State Energy Office through an additional charge on the monthly electric bill on meter(s) located at a premise that participated in the program.

"SimpleSavings Charge" is the total monthly obligation under this Program Rider, as 6. described in the Net Monthly Bill section described above. This charge is in addition to customer's electric bill for service provided by Company.

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7.	Company is authorized to utilize its collect recover unpaid SimpleSavings charges. when its collection efforts have been exh SimpleSavings charges as uncollectible. SimpleSavings charges shall be thereafted	Company shall inform t austed and it has categ The debt and collection	he State E orized the h of those t	nergy Office customer's pilled
8.	Company's participation in and obligation representation or warranties regarding th participation in the program, any energy such measures. Any warranties that may customer/applicant and the auditor, contr all warranties, express or implied, includin merchantability and fitness for a particula	e results to be achieved savings measures unde y exist under the progra actor, and manufacture ng but not limited to the	l by custon rtaken or ti m are betw r only. Coi warranties	ner's he safety of veen the mpany disclaim s of the

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(including patent laws) codes, regulations or industry standards.
saving measure or for ensuring that such measures comply with any particular laws
acknowledges that company is not responsible for the design of installation of any energy

- 9. Company assumes no liability under this program related to audits, the auditors, energy savings, the Energy Conservation Plan, the energy savings measures, contractors, installations, construction and other activities affected by this program.
- 10. All provisions of this Rider are subject to changes made by order of the Kansas Corporation Commission.

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Michael Lennen, Vice President

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- d. Owner-occupants, landlords and tenants in mobile homes: An owner-occupant, landlord or tenant of a mobile home may participate in this program provided:
 - i. The customer/applicant is a Kansas resident,
 - ii. The mobile home is on a permanent foundation or basement,
 - iii. If the mobile home is a rental unit, both landlord and tenant are informed of respective obligations and agree to participate,
 - iv. The mobile home has had all wheels removed.
- e. Company's notification to customer/applicants: Company shall use commercially reasonable efforts to inform a customer/applicant for service that a premise is subject to a SimpleSavings charge, but shall have no responsibility to fulfill the owner's or landlord's notification obligation.
 - i. Customer/applicant's written agreement to pay the applicable SimpleSavings charge shall be a prerequisite for Company's approval of an application for Service.
 - ii. Company shall not be required to serve a properly notified customer/applicant who refuses responsibility for payment of the SimpleSavings charge. However, Company shall not unreasonably withhold service to a customer/applicant who orally acknowledges a SimpleSavings obligation. The customer shall provide written verification of the oral commitment within 60 days. Customer's payment of the first two SimpleSavings charges shall also indicate customer's informed consent.

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THE STATE CORPORATION COMMISSION OF KANSAS

Westar Energy, Inc.

(Name of Issuing Utility)

NORTH RATE AREA

(Territory to which schedule is applicable)

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SIMPLESAVINGS PROGRAM RIDER

iii. Company may initiate disconnection procedures 60 days after the customer's oral commitment if it has not received written verification nor full payment of all billed SimpleSavings charges, notwithstanding payment of all other electric service charges.

BILLING AND COLLECTION

- a. SimpleSavings charges are "charges for utility service." Utility Service charges are subject to all rules and regulations approved by the Commission including but not limited to those establishing the Cold Weather Rule and providing disconnection procedures.
- b. The SimpleSavings agreement shall determine the amount of the SimpleSavings principal plus other fees and the number of payments required to completely discharge the loan.
 - The SimpleSavings payment amount shall be the total amount ultimately i. needed to pay for the customer/applicant's energy efficiency measures approved by the State Energy Office pursuant to the customer/applicant's Energy Conservation Plan, which have been funded from the Efficiency Kansas program and disbursed by Company, plus Company Administrative Fee, plus the State Energy Offices administrative charge, plus the portion of the auditors charge if not paid directly by customer/applicant.
 - ii. The principal shall be repaid over up to 180 equal monthly installments; an additional billing shall be established for each month Company is unable to collect the SimpleSavings charge for a customer/applicant at the premise(s).

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o supplement or separate understanding hall modify the tariff as shown hereon.	Sheet 13 of 14 Sheets
SIMPLESAVINGS	PROGRAM RIDER
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- iii. The SimpleSavings installment shall be the initial SimpleSavings principal divided by the initial number of payments.
- iv. The SimpleSavings principal may be repaid in full at any time. Once the SimpleSavings principal has been completely discharged, Company shall bill no further SimpleSavings charges to the premise under the current SimpleSavings agreement and shall remove the obligation from the premise account.
- c. Company's bill for service to the premise(s) shall not reflect the SimpleSavings charge until after the Efficiency Kansas funds have been disbursed.
 - i. Continuing Obligation: The obligation for payment of the SimpleSavings charge shall be permanently associated with the specific premise(s) designated by the SimpleSavings agreement. The customer receiving electric service at that premise(s) shall be responsible for payment of all monthly SimpleSavings charges during customer's occupancy.
 - ii. Abandonment: Company shall deem the SimpleSavings principal to be uncollectible if it is unable to render any bill for a SimpleSavings obligated premise for 12 consecutive months. Company will notify the State Energy Office of its inability to render further bills and future SimpleSavings charges.
 - iii. Destruction: Company shall bill the entire remaining SimpleSavings principal to the current owner or landlord when destruction of the premise renders it uninhabitable to the extent that Company's electric service is no longer viable.
 - iv. Removal: Company shall bill the entire remaining SimpleSavings principal to the current owner or landlord upon removal of Company's meter and/or service line for reasons including but not limited to:

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/	Michael Le	nnen, Vice President	

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THE STATE CORPORATION COMMISSION OF KANSAS Westar Energy, Inc.	ScheduleSS EK
(Name of Issuing Utility)	
NORTH RATE AREA	Replacing Schedule <u>Initial</u> Sheet 14
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 The planned destruct The customer's required does not anticipate The removal, without 	PROGRAM RIDER ction of the structure. uest to terminate service for which Company reconnection. ut replacement of equipment or construction y the SimpleSavings Agreement.
	it: Company shall require a landlord to establish bayment of the SimpleSavings charge during
	to rental status shall remain responsible for SimpleSavings charges until owner/applicant

payment of the applicable monthly SimpleSavings charges until owner/applicant has provided Company with written acceptance of the landlord's notification obligation as well as the initial tenant's acceptance thereof, and has established a RTO.

e. Energy Assistance Payments: Certain providers of utility assistance prohibit application of their funding to support programs such as SimpleSavings. When such prohibition exists, Company shall apply the applicable assistance funds to the non-SimpleSavings portion of a customer's bill and the customer shall continue to be responsible for payment of the SimpleSavings Charge.

f. Minimum Bill: In addition to the provision of Section 5.08 of the Company's General Terms and Conditions, a customer who orders a disconnection and a reconnection at the same premise(s) within a period of 12 months, or who lived with and continues to live with the individual previously responsible for service at that premise address, shall pay in addition to the minimum bill stated in the applicable rate schedule, all monthly SimpleSavings charges that would otherwise have been billed during the discontinuance of service.

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THE STATE CORPORATION COMMISSION OF KANSAS				
Kansas Gas and Electric Company, Inc. (d.b.a. Westar)	Schedule	SS EK		
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No supplement or separate understanding shall modify the tariff as shown hereon.

SIMPLESAVINGS PROGRAM RIDER

AVAILABLE

This Rider is applicable to all customers taking service under Company's Residential or Small General Service rate schedules. Company administers this SimpleSavings Program in partnership with State Energy Office's Efficiency Kansas loan program.

APPLICABLE

This program Rider is applicable to all eligible customers entering into Company's SimpleSavings agreement approved by the State Energy Office through the Efficiency Kansas loan program and is subject to the provisions of this Rider and the Efficiency Kansas' loan program. Eligible customers at a minimum must have 12 months of continuous service at the dwelling that would be subject to improvements, be current on their utility service payments, be deemed creditworthy and must not have had their utility service disconnected for non-payment in the 12 months immediately prior to their application for participation. The State Energy Office through its Efficiency Kansas program may impose other eligibility requirements.

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THE STATE CORPORATION COMMISSION OF KANSAS Kansas Gas and Electric Company, Inc. (d.b.a. Westar)	ScheduleSS EK		
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NET MONTHLY CHARGE A SimpleSavings charge shall be included on ever premises subject to a SimpleSavings Agreement. signature date of the SimpleSavings Agreement a term, unless Company and customer agree to a d is permitted under the Efficiency Kansas Program nearest \$0.01 and shown as a separate line on the	This amount shall be established as of the ind shall not change during the Agreement's ifferent payment schedule and the new amount Manual. This charge shall be rounded up to the		
the premise. The monthly SimpleSavings Charge shall	be the sum of:		

SimpleSavings Program charge consisting of the SimpleSavings installment as determined in the agreement, plus

The State Energy Office's administrative charge, plus

ADMINISTRATIVE FEE

Participants shall pay a one-time charge to offset Company's costs related to initiating a SimpleSavings Loan Agreement. The Company will deduct this fee from the Efficiency Kansas proceeds prior to disbursement to other contractors. This charge shall be \$240.

LOAN LIMITS

Participating customers in this SimpleSavings Program may be eligible for up to a \$20,000 loan for eligible residential customers and \$30,000 for eligible business customers through the State Energy Office's Efficiency Kansas loan program.

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SIMPLESAVINGS F	PROGRAM RIDER	

1. "Efficiency Kansas" is the revolving loan program of the State Energy Office. It is a meter-

DEFINITIONS AND CONDITIONS

- based loan program. 2. "State Energy Office" is a branch of the Kansas Corporation Commission charged with
- 2. "State Energy Office" is a branch of the Kansas Corporation Commission charged with administering the Efficiency Kansas loan program.
- 3. "SimpleSavings" is the name of Company's program in partnership and under the State's Efficiency Kansas loan program.
- 4. "Energy Conservation Plan" begins with an energy audit performed by a program eligible auditor to ensure that improvements the customer/applicant is making to the residence or small business are appropriate and cost-effective. The Energy Conservation Plan generates an estimate of reasonably expected net savings results for the customer/applicant. Efficiency Kansas requires that the projected energy (and dollar) savings are greater than the cost of the improvements. If the cost to repay the improvements through the loan terms would exceed 90% of the expected energy savings, the improvements will not qualify.
- 5. "SimpleSavings Agreement" is the contract between Company and an individual under the SimpleSavings Efficiency Kansas loan program. The agreement provides the funding for energy efficiency improvements to residential and small businesses. The funding is repaid to the State Energy Office through an additional charge on the monthly electric bill on meter(s) located at a premise that participated in the program.
- 6. "SimpleSavings Charge" is the total monthly obligation under this Program Rider, as described in the Net Monthly Bill section described above. This charge is in addition to customer's electric bill for service provided by Company.

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SIMPLESAVINGS PROGRAM RIDER

- 7. Company is authorized to utilize its collection procedures including disconnection, to recover unpaid SimpleSavings charges. Company shall inform the State Energy Office when its collection efforts have been exhausted and it has categorized the customer's SimpleSavings charges as uncollectible. The debt and collection of those billed SimpleSavings charges shall be thereafter be the responsibility of the State Energy Office.
- 8. Company's participation in and obligations under this Rider shall not result in any representation or warranties regarding the results to be achieved by customer's participation in the program, any energy savings measures undertaken or the safety of such measures. Any warranties that may exist under the program are between the customer/applicant and the auditor, contractor, and manufacturer only. Company disclaims all warranties, express or implied, including but not limited to the warranties of the merchantability and fitness for a particular purpose. Participation in the program acknowledges that Company is not responsible for the design or installation of any energy saving measure or for ensuring that such measures comply with any particular laws (including patent laws) codes, regulations or industry standards.
- 9. Company assumes no liability under this program related to audits, the auditors, energy savings, the Energy Conservation Plan, the energy savings measures, contractors, installations, construction and other activities affected by this program.
- 10. All provisions of this Rider are subject to changes made by order of the Kansas Corporation Commission.

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SIMPLESAVINGS F	PROGRAM RIDER

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AUTHORIZATION AND REQUIREMENTS

This Rider provides Kansas Corporation Commission authorization under which Company will participate in the Efficiency Kansas program.

- a. Service under this Rider is contingent on the State Energy Office approval of the customer/applicant's Energy Conservation Plan as well as the continuing nature of the Efficiency Kansas program and the availability of Efficiency Kansas funding to Company. Upon State Energy Office or Company suspension or termination of the Efficiency Kansas program, Company shall have no obligation to accept new SimpleSavings applications or agreements.
- b. The SimpleSavings program is subject to the terms and conditions of the State Energy Office's Efficiency Kansas Program Manual, the Memorandum of Agreement between the Commission and Company and this SimpleSavings Program Rider. The provisions of the Efficiency Kansas Program Manual shall control the customer/applicant's SimpleSavings application process. Company's service under this Rider is subject to the Efficiency Kansas Program Manual's "Guidelines for Utility Track," under which Company has agreed to:
 - Operate under Option 1, receiving funds from the Commission on a i. regular monthly schedule, after the State Energy Office has received a signed Certificate(s) of Project Completion for the applicable project(s).
 - ii. Collect customer payments and forward them to the Commission as well as to report certain customer specific information including but not limited to payment and default records.
 - iii. Exercise its collection efforts equally against outstanding debt for electric service and SimpleSavings charges. When Company has exhausted its normal collection efforts, Company will assign a delinguent SimpleSavings account to the Commission for possible further collection and/or litigation.

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c		stomer/appli ng but not lir		ponsible for meeting	all initial requirements,
	i ii iii	Efficien custom agreem disbursi energy Plan pro not exce which a Finalizin to the S prioritize install, t shall be	cy Kansas audito er/applicant's res ient, Company m ing the Efficiency efficiency modific ovided the energ eed 90% of the a ing the audit resu idhere to the State of the Energy Co State Energy Offic ed energy efficie the cost and the s	or. Payment to the au ponsibility, however, ay make a direct pay Kansas funds after of cations contained in t y efficiency improven inticipated savings. Alts and obtaining bid the Energy Office requires onservation Plan for so ce. Customer/application selected contractor(so company not later that	with the auditor's written ment to the auditor when completion of the selected he Energy Conservation nent and the audit fee do s from qualified contracto
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		SIMPLESAVINGS F	ROGRAM RIDER		
d.	potential process t	y shall use its commercially SimpleSavings participant but shall not be responsible Efficiency Kansas or Simp Review the completed S documents and advise th missing forms.	through the Efficiency K ofor a customer/applicar bleSavings requirement. impleSavings and/or Eff	ansas application nt's delay or failure to Company shall: iciency Kansas	
e.	90% of th by the au buydown 90% of th	e the proposed SimpleSavia ne State Energy Office detend iditor, advise the customera with non-Efficiency Kansa ne State Energy Office detend iditor, then Company will:	ermined percentage of e /applicant of appropriate s funding. If SimpleSav	nergy savings projec options, including ings charge is less th	
	i.	Submit to the State Ener seeking funding through		applicant's documen	
	ii.	Inform the customer/app disapproval of the Energ		Jy's office approval o	
	iii.	Inform the customer/app advance the requisite fu Project Completion.			
	iv.	Enter a SimpleSavings A	Agreement with custome	r/applicant.	
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		SIMPLESAVINGS	PROGRAM RIDER			
f.	selected of Customer	cution of the SimpleSavi contractor shall complete r/applicant shall be respo n, which exceed or are n rsuant to the Energy Con nt.	the proposed energy onsible for all costs of ot specifically approve	efficiency m equipment a ed by the Sa	easures. nd/or te Energy	
g.	shall sche	edule the auditor's post-r	fficiency improvements, the customer/applicant retrofit audit to ensure that all measures have bed by the Audit and Energy Conservation Plan.			
	i.	Company and/or the S sole discretion, to verify developments and info project. The inspection customer/applicant and	y project completion or rmation through an or n shall be at a time co	or other proje n-site inspect nvenient to tl	ct tion of the	
	ii.	Company shall submit Certification of Project customer/applicant.				
h.	Upon receipt of the Efficiency Kansas principal from the State Energy Office, Company shall disburse the funds to the designated auditors, if applicable, contractors, and suppliers, and shall deduct its SimpleSavings Administrative Fee from the proceeds.			licable,		
i.	If Company at any time discovers that a customer/applicant has misrepresented			•		

information used to support a SimpleSavings Agreement, the customer/applicant shall be immediately liable to reimburse Company for all funds advanced and all other costs associated with work performed under this program. All advanced funds actually recovered will be remitted to the State Energy Office.

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THE STATE CORPORATION COMMISSION OF KANSAS

Kansas Gas and Electric Company, Inc. (d.b.a. Westar)

(Name of Issuing Utility)

SOUTH RATE AREA

(Territory to which schedule is applicable)

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SIMPLESAVINGS PROGRAM RIDER

NOTIFICATION AND DISCLOSURE

- a. Form: Signed, written notifications required by this Rider shall be provided on a form acceptable to Company.
- b. Owner's Notification to Successor Owners: An owner, whether a landlord or an owner/occupant, shall be responsible for notifying a prospective purchaser of the existence and terms of applicable SimpleSavings agreement.
 - i. Company shall bill the entire remaining SimpleSavings principal to the previous owner in the event that (A.) said previous owner is unable to prove that the successor owner was properly notified and (B.) the successor owner also refuses to accept and pay the monthly SimpleSavings Charge.
 - ii. Company shall file with the County Register of Deeds a Memorandum of Agreement Establishing a Utility Meter Charge or UCC, which indicates the applicability of the SimpleSavings Agreement to a property; however, responsibility for failed notification shall remain fully with the owner.

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shall b and sh Simple docum new te acknow	e solely respond all execute a Savings prog entation from nant upon reconstruction wiedgement o . Custome SimpleSa an applic . Company custome SimpleSa withhold SimpleSa verification of the firs custome full paym	onsible for the ul SimpleSavings ram. Landlord s tenants. Comp ceipt of required f the SimpleSav r/applicant's wri- avings charge sh ation for Service y shall not be re- r/applicant who n avings charge. I service to an cu avings obligation on of the oral con- st two SimpleSav r/applicant's info y may initiate dis r's oral commitm- ent of all billed s	tten agreement to pay nall be a prerequisite of quired to serve a prop refuses the responsib However, Company s stomer/applicant who n. The customer/appl mmitment within 60 d	e SimpleSa participate i sible for obt oleSavings o tenant's y the applica for Compan orally notified ility for payr hall not unro orally ackn icant shall p lays. Custo lso indicate	able y's approval of ment of the easonably owledges a provide written mer's payment
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		SIMPLESAVING	S PROGRAM RIDER		
d.			tenants in mobile homes me may participate in this		
	i.	The customer/applica	nt is a Kansas resident,		
	ii.	The mobile home is o	n a permanent foundatio	n or basement,	
	iii.		a rental unit, both landlor ons and agree to participa		e informed
	iv.	The mobile home has	had all wheels removed		
e.	reasonabl subject to	e efforts to inform a cu	ner/applicants: Company stomer/applicant for serv ge, but shall have no resp obligation.	ice that a premi	se is
	i.		written agreement to pay e shall be a prerequisite t vice.		approval of
	ii.	customer/applicant will SimpleSavings charge withhold service to a construction SimpleSavings obligation verification of the oral	e required to serve a prop ho refuses responsibility e. However, Company s customer/applicant who c tion. The customer shall commitment within 60 d Savings charges shall al	for payment of t hall not unreasc orally acknowled provide written ays. Customer'	onably Iges a s payment
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customer's oral commitr	sconnection procedures 60 day nent if it has not received writter SimpleSavings charges, notwith ctric service charges.	n verification nor
BILLING AND COLLECTION		
a. SimpleSavings charges are "charge subject to all rules and regulations limited to those establishing the Co	approved by the Commission in	cluding but not

- b. The SimpleSavings agreement shall determine the amount of the SimpleSavings principal plus other fees and the number of payments required to completely discharge the loan.
 - i. The SimpleSavings payment amount shall be the total amount ultimately needed to pay for the customer/applicant's energy efficiency measures approved by the State Energy Office pursuant to the customer/applicant's Energy Conservation Plan, which have been funded from the Efficiency Kansas program and disbursed by Company, plus Company Administrative Fee, plus the State Energy Offices administrative charge, plus the portion of the auditors charge if not paid directly by customer/applicant.
 - ii. The principal shall be repaid over up to 180 equal monthly installments; an additional billing shall be established for each month Company is unable to collect the SimpleSavings charge for a customer/applicant at the premise(s).

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Kansas Gas and Electric Company, Inc. (d.b.a. Westar)

(Name of Issuing Utility)

SOUTH RATE AREA

(Territory to which schedule is applicable)

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SIMPLESAVINGS PROGRAM RIDER

- iii. The SimpleSavings installment shall be the initial SimpleSavings principal divided by the initial number of payments.
- iv. The SimpleSavings principal may be repaid in full at any time. Once the SimpleSavings principal has been completely discharged, Company shall bill no further SimpleSavings charges to the premise under the current SimpleSavings agreement and shall remove the obligation from the premise account.
- Company's bill for service to the premise(s) shall not reflect the SimpleSavings C. charge until after the Efficiency Kansas funds have been disbursed.
 - i. Continuing Obligation: The obligation for payment of the SimpleSavings charge shall be permanently associated with the specific premise(s) designated by the SimpleSavings agreement. The customer receiving electric service at that premise(s) shall be responsible for payment of all monthly SimpleSavings charges during customer's occupancy.
 - ii. Abandonment: Company shall deem the SimpleSavings principal to be uncollectible if it is unable to render any bill for a SimpleSavings obligated premise for 12 consecutive months. Company will notify the State Energy Office of its inability to render further bills and future SimpleSavings charges.
 - iii. Destruction: Company shall bill the entire remaining SimpleSavings principal to the current owner or landlord when destruction of the premise renders it uninhabitable to the extent that Company's electric service is no longer viable.
 - iv. Removal: Company shall bill the entire remaining SimpleSavings principal to the current owner or landlord upon removal of Company's meter and/or service line for reasons including but not limited to:

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		1.	The planned destruc	tion of the structure.		
		2.	The customer's required does not anticipate r	est to terminate service for which Company econnection.		
		3.		t replacement of equipment or construction the SimpleSavings Agreement.		
	d.	Revert-to-Owner (RTO) Agreement: Company shall require a landlore an RTO Agreement to guarantee payment of the SimpleSavings char periods of vacancy.				
		payment of the has provided (e applicable monthly Company with written	o rental status shall remain responsible for SimpleSavings charges until owner/applicant acceptance of the landlord's notification nt's acceptance thereof, and has established a		
	e.	application of t such prohibition non-SimpleSa	their funding to suppo on exists, Company s vings portion of a cus	ain providers of utility assistance prohibit ort programs such as SimpleSavings. When hall apply the applicable assistance funds to the stomer's bill and the customer shall continue to SimpleSavings Charge.		
	f.	Terms and Co at the same pr continues to liv premise addre rate schedule,	nditions, a customer emise(s) within a per ve with the individual ss, shall pay in addit	vision of Section 5.08 of the Company's Genera who orders a disconnection and a reconnection iod of 12 months, or who lived with and previously responsible for service at that on to the minimum bill stated in the applicable avings charges that would otherwise have beer service.		
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WESTAR ENERGY Efficiency Kansas Cost Breakdown – Administrative Fee

Step	Function	Time (Minutes)	External action only
1	Westar receive customer inquiry and explain program basics, including instructing customer to obtain all home energy usage.	10	
2	Second contact with customer: complete review of program requirements and eligibility; home characteristics; energy use. Follow up with program packet or letter explaining ineligibility.	30	
3	Westar meets with customer (and landlord, if applicable) at property site, conducts visual assessment, and explains process in detail. Customer/landlord sign related papers.	120	
4	Customer schedules appointment with participating auditor		х
5	Audit performed		x
6	Energy conservation plan developed, presented to customer. Customer provided forms needed for contractors		х
7	Customer reviews audit and ECP, determines action or inaction		Х
8	Customer contacts contractors and receives bids		Х
9	Auditor determines if bids meet program cost criteria, provides actual monthly loan amount to customer. Customer decides whether to proceed.		Х
10	Paperwork submitted to Westar. Westar reviews, copies and submits to state energy office.	45	
11	State energy office reviews ECP and accepts or rejects. Informs Westar of determination. Westar sends rejection letter.	5	
12	Westar meets with customer to present approval form and have Meter Obligation Agreement signed or mails denial letter to customer.	120	
13	Measures are completed. Post audit is scheduled		Х
14	Auditor performs post audit. Auditor and customer sign Certificate of Completion and submit it along with contractor invoices to Westar.		x
15	Westar verifies and copies documents and submits them to SEO for payment.	60	
16	SEO reviews documents and will release funds to Westar monthly.		х
17	Westar pays auditor (if applicable) and contractors, files UCC on premise, adds loan to customer account, and sends customer a copy of UCC.	45	
18	Written notice that Meter obligation will be on the next statement.	5	
	Total minutes	440	
	Hours	7.33	
	Hourly cost	\$35.70	-
	Total cost	\$261.80	
	Administrative Fee	\$240.00	

Shared Savings Mechanism

Background for shared savings proposal

Westar Energy SimpleSavings program in partnership with Efficiency Kansas Loan Program follows the concepts outlined by the Commission in Docket Nos. 08-GIMX-441-GIV (441 Order) and 08-GIMX-442-GIV (442 Order) proposed the following shared savings mechanism.

In the 442 Order, the Commission stated that it "encourages utilities to consider programs or a suite of programs that will address energy efficiency in a comprehensive way and that will recognize the need to address the total home or building utilizing sound building science principles to achieve energy efficiency." Paragraph 71.

In the 441 Order, the Commission stated:

"it would consider performance benefits for an application involving energy efficiency program proposals that that meet either or both of the following goals:

- a. Proposals for programs that target low and fixed-income customers, and renters. The Commission believes these groups are vulnerable, particularly in the face of an economic downturn, and may be unable to undertake energy efficiency measures on their own for various reasons.
- b. Proposals that target new and existing residential housing and demonstrate a potential for long-term energy savings utilizing a comprehensive whole house concept, pursuant to the Commission policy as expressed in the 442 Order."

Paragraph 97.

Efficiency Kansas and Westar's SimpleSavings program will accomplish these objectives in an efficient and prudent manner. This is accomplished by assuring that the energy efficiency improvements of participants will:

- a. Produce cost-effective, firm energy savings,
- b. Address efficiency improvements in a comprehensive manner using sound building science principles,
- c. Implement the most cost-effective programs in a logical sequence to maximize the energy savings per dollar spent, and
- d. Target customers residing in structures most in need of efficiency improvements.

Westar's shared savings proposal:

All customers will benefit from the avoidance of fuel cost on energy not consumed through Westar's Retail Energy Cost Adjustment and the avoidance of capacity additions to supply the energy and capacity participants would have required absent participation in SimpleSavings. Participants will benefit from reduced energy bills from Westar and other energy providers – natural gas or propane. Westar therefore requests that it be permitted to reflect in a future Energy Efficiency Recovery Rider savings equal to the customer non-fuel savings dollars of the participants in SimpleSavings.

Specifics

Utilizing the independent audit report on the amount of kWh of electric energy saved by participants, Westar would apply the non-fuel energy rates times the kWh saved for later inclusion in a Energy Efficiency Recovery Rider. For example, assume a participant implements energy savings measures from the Energy Conservation Plan developed by the independent auditor certified by the State Energy Office providing total electric savings of 500 kWh per year. The electric energy reduction related only to the measures subject to the provisions of SimpleSavings and Efficiency Kansas Loan Program, times Westar's non-fuel energy rate of approximately 7.4 cents per kWh would be recovered through an Energy Efficiency Recovery Rider in the future. If Westar would have a retail rate review that incorporates the actual energy usage of participants no further recovery would be included in the Energy Efficiency Recovery Rider.

If EM&V later indicates that the participant actually saved 550 kWh or 450 kWh and the calculation can be updated with savings data that has passed EM&V. Until EM&V is performed Westar will perform the calculation with the independent auditors estimate of savings.

Westar will work with Commission Staff to refine the calculation if approved and desired by the Commission.