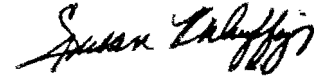


BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

JUN 04 2010



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:

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.

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

A handwritten signature in black ink, appearing to read 'Martin J. Bregman', written over a horizontal line.

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

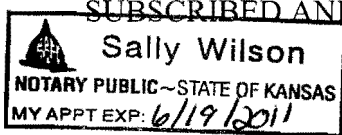
VERIFICATION

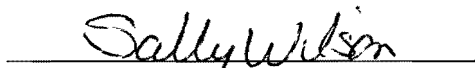
STATE OF KANSAS)
)
COUNTY OF SHAWNEE) ss:

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.



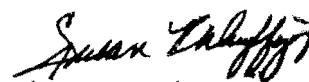

Notary Public

My Appointment Expires: 6/19/2011

**Westar Energy's SimpleSavings program
in partnership with Efficiency Kansas**

STATE CORPORATION COMMISSION

JUN 04 2010



1. Program Description

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.

Schedule SS EK

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 1

NORTH RATE AREA

(Territory to which schedule is applicable)

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.

Issued _____
Month Day Year

Effective _____
Month Day Year

By Michael Lennen
Michael Lennen, Vice President

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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 2

which was filed _____

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.

Issued _____
Month Day Year

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Month Day Year

By Michael Lennen
Michael Lennen, Vice President

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THE STATE CORPORATION COMMISSION OF KANSAS

Westar Energy, Inc.

(Name of Issuing Utility)

Schedule SS EK

Replacing Schedule Initial Sheet 3

NORTH RATE AREA

(Territory to which schedule is applicable)

which was filed _____

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

Sheet 3 of 14 Sheets

SIMPLESAVINGS PROGRAM RIDER

DEFINITIONS AND CONDITIONS

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

Issued _____
Month Day Year

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Month Day Year

By Michael Lennen
Michael Lennen, Vice President

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THE STATE CORPORATION COMMISSION OF KANSAS

Westar Energy, Inc.

(Name of Issuing Utility)

Schedule SS EK

NORTH RATE AREA

Replacing Schedule Initial Sheet 4

(Territory to which schedule is applicable)

which was filed _____

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

Sheet 4 of 14 Sheets

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.

Issued _____
Month Day Year

Effective _____
Month Day Year

By Michael Lennen
Michael Lennen, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

Westar Energy, Inc.

(Name of Issuing Utility)

Schedule SS EK

NORTH RATE AREA

Replacing Schedule Initial Sheet 5

(Territory to which schedule is applicable)

which was filed _____

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

SIMPLESAVINGS PROGRAM RIDER

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:
 - i. Operate under Option 1, receiving funds from the Commission on a 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 delinquent SimpleSavings account to the Commission for possible further collection and/or litigation.

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Month Day Year

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By Michael Lennen
Michael Lennen, Vice President

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THE STATE CORPORATION COMMISSION OF KANSAS

Westar Energy, Inc.

(Name of Issuing Utility)

Schedule SS EK

NORTH RATE AREA

Replacing Schedule Initial Sheet 6

(Territory to which schedule is applicable)

which was filed _____

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

Sheet 6 of 14 Sheets

SIMPLESAVINGS PROGRAM RIDER

- c. An Customer/applicant shall be responsible for meeting all initial requirements, including but not limited to:
 - i. Obtaining an energy audit of the premise by a qualified and certified Efficiency Kansas auditor. Payment to the auditor shall be the customer/applicant's responsibility, however, with the auditor's written agreement, Company may make a direct payment to the auditor when disbursing the Efficiency Kansas funds after completion of the selected energy efficiency modifications contained in the Energy Conservation Plan provided the energy efficiency improvement and the audit fee do not exceed 90% of the anticipated savings.
 - ii. Reviewing the audit results and obtaining bids from qualified contractors, which adhere to the State Energy Office requirements.
 - iii. Finalizing the Energy Conservation Plan for submittal by the Company to the State Energy Office. Customer/applicant shall indicate audit prioritized energy efficiency improvements customer/applicant wishes to install, the cost and the selected contractor(s). Required documentation shall be provided to the company not later than eleven months after the original energy audit was performed.

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Month Day Year

Effective _____
Month Day Year

By Michael Lennen
Michael Lennen, Vice President

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THE STATE CORPORATION COMMISSION OF KANSAS

Westar Energy, Inc.

Schedule SS EK

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 7

NORTH RATE AREA

(Territory to which schedule is applicable)

which was filed _____

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

Sheet 7 of 14 Sheets

SIMPLESAVINGS PROGRAM RIDER

- d. Company shall use its commercially reasonable efforts to advise and guide a potential SimpleSavings participant through the Efficiency Kansas application process but shall not be responsible for a customer/applicant's delay or failure to meet any Efficiency Kansas or SimpleSavings requirement. Company shall:
 - i. Review the completed SimpleSavings and/or Efficiency Kansas documents and advise the customer/applicant of any incomplete or missing forms.

- e. Calculate the proposed SimpleSavings Charge and, in the event it is greater than 90% of the State Energy Office determined percentage of energy savings projected by the auditor, advise the customer/applicant of appropriate options, including buydown with non-Efficiency Kansas funding. If SimpleSavings charge is less than 90% of the State Energy Office determined percentage of energy savings projected by the auditor, then Company will:
 - i. Submit to the State Energy Office the customer/applicant's documents seeking funding through Efficiency Kansas.
 - ii. Inform the customer/applicant of the State Energy's office approval or disapproval of the Energy Conservation Plan.
 - iii. Inform the customer/applicant of the State Energy Office commitment to advance the requisite funding upon receipt of the Certification(s) of Project Completion.
 - iv. Enter a SimpleSavings Agreement with customer/applicant.

Issued _____
Month Day Year

Effective _____
Month Day Year

By Michael Lennen
Michael Lennen, Vice President

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THE STATE CORPORATION COMMISSION OF KANSAS

Westar Energy, Inc.

Schedule SS EK

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 8

NORTH RATE AREA

(Territory to which schedule is applicable)

which was filed _____

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

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SIMPLESAVINGS PROGRAM RIDER

- f. Upon execution of the SimpleSavings Agreement, the customer/applicant and selected contractor shall complete the proposed energy efficiency measures. Customer/applicant shall be responsible for all costs of equipment and/or installation, which exceed or are not specifically approved by the Sate Energy Office pursuant to the Energy Conservation Plan and/or the SimpleSavings Agreement.
- g. Upon completion of the energy efficiency improvements, the customer/applicant shall schedule the auditor's post-retrofit audit to ensure that all measures have been installed properly as described by the Audit and Energy Conservation Plan.
 - i. Company and/or the State Energy Office shall have the right, in their sole discretion, to verify project completion or other project developments and information through an on-site inspection of the project. The inspection shall be at a time convenient to the customer/applicant and, if necessary, the auditor.
 - ii. Company shall submit to the State Energy Office the Efficiency Kansas Certification of Project Completion, signed by the auditor and the 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.
- 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.

Issued _____
Month Day Year

Effective _____
Month Day Year

By Michael Lennen
Michael Lennen, Vice President

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THE STATE CORPORATION COMMISSION OF KANSAS

Westar Energy, Inc.

(Name of Issuing Utility)

Schedule SS EK

Replacing Schedule Initial Sheet 9

NORTH RATE AREA

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

Sheet 9 of 14 Sheets

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.

Issued _____
Month Day Year

Effective _____
Month Day Year

By Michael Lennen
Michael Lennen, Vice President

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THE STATE CORPORATION COMMISSION OF KANSAS

Westar Energy, Inc.

Schedule SS EK

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 10

NORTH RATE AREA

(Territory to which schedule is applicable)

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

Sheet 10 of 14 Sheets

SIMPLESAVINGS PROGRAM RIDER

- c. Landlord's Notification to Tenants: The landlord, as the owner of the premise(s), shall be solely responsible for the ultimate discharge of the SimpleSavings principal and shall execute a SimpleSavings Owner Agreement to participate in the SimpleSavings program. Landlord shall be solely responsible for obtaining signed documentation from tenants. Company shall bill the SimpleSavings charge to the new tenant upon receipt of required documentation of the tenant's acknowledgement of the SimpleSavings 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 the responsibility for payment of the SimpleSavings charge. However, Company shall not unreasonably withhold service to an customer/applicant who orally acknowledges a SimpleSavings obligation. The customer/applicant shall provide written verification of the oral commitment within 60 days. Customer's payment of the first two SimpleSavings charges shall also indicate customer/applicant's informed consent.
 - 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.

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Month Day Year

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By Michael Lennen
Michael Lennen, Vice President

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THE STATE CORPORATION COMMISSION OF KANSAS

Westar Energy, Inc.

(Name of Issuing Utility)

Schedule SS EK

Replacing Schedule Initial Sheet 11

NORTH RATE AREA

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

Sheet 11 of 14 Sheets

SIMPLESAVINGS PROGRAM RIDER

- 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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Month Day Year

Effective _____
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By Michael Lennen
Michael Lennen, Vice President

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THE STATE CORPORATION COMMISSION OF KANSAS

Westar Energy, Inc.

(Name of Issuing Utility)

NORTH RATE AREA

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Replacing Schedule Initial Sheet 12

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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.
 - 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).

Issued _____
Month Day Year

Effective _____
Month Day Year

By Michael Lennen
Michael Lennen, Vice President

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THE STATE CORPORATION COMMISSION OF KANSAS

Westar Energy, Inc.

(Name of Issuing Utility)

Schedule SS EK

NORTH RATE AREA

Replacing Schedule Initial Sheet 13

(Territory to which schedule is applicable)

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

Sheet 13 of 14 Sheets

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.
- 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:

Issued _____
Month Day Year

Effective _____
Month Day Year

By Michael Lennen
Michael Lennen, Vice President

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THE STATE CORPORATION COMMISSION OF KANSAS

Westar Energy, Inc.

(Name of Issuing Utility)

Schedule SS EK

NORTH RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule Initial Sheet 14

which was filed _____

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

Sheet 14 of 14 Sheets

SIMPLESAVINGS PROGRAM RIDER

1. The planned destruction of the structure.
2. The customer's request to terminate service for which Company does not anticipate reconnection.
3. The removal, without replacement of equipment or construction material financed by the SimpleSavings Agreement.

- d. Revert-to-Owner (RTO) Agreement: Company shall require a landlord to establish an RTO Agreement to guarantee payment of the SimpleSavings charge during periods of vacancy.

An owner converting a premise(s) to rental status shall remain responsible for 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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By Michael Lennen
Michael Lennen, Vice President

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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)

Schedule SS EK

Replacing Schedule Initial Sheet 1

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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Michael Lennen; Vice President

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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Schedule SS EK

Replacing Schedule Initial Sheet 2

which was filed _____

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

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SOUTH RATE AREA

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Schedule SS EK

Replacing Schedule Initial Sheet 3

which was filed _____

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

Sheet 3 of 14 Sheets

SIMPLESAVINGS PROGRAM RIDER

DEFINITIONS AND CONDITIONS

1. "Efficiency Kansas" is the revolving loan program of the State Energy Office. It is a meter-based loan program.
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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By Michael Lennen
Michael Lennen; Vice President

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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)

Schedule SS EK

Replacing Schedule Initial Sheet 4

which was filed _____

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

Sheet 4 of 14 Sheets

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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Michael Lennen, Vice President

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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)

Schedule SS EK

Replacing Schedule Initial Sheet 5

which was filed _____

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

Sheet 5 of 14 Sheets

SIMPLESAVINGS PROGRAM RIDER

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:
 - i. Operate under Option 1, receiving funds from the Commission on a 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 delinquent SimpleSavings account to the Commission for possible further collection and/or litigation.

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Michael Lennen, Vice President

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THE STATE CORPORATION COMMISSION OF KANSAS

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(Name of Issuing Utility)

SOUTH RATE AREA

(Territory to which schedule is applicable)

Schedule SS EK

Replacing Schedule Initial Sheet 6

which was filed _____

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

Sheet 6 of 14 Sheets

SIMPLESAVINGS PROGRAM RIDER

- c. An Customer/applicant shall be responsible for meeting all initial requirements, including but not limited to:
 - i. Obtaining an energy audit of the premise by a qualified and certified Efficiency Kansas auditor. Payment to the auditor shall be the customer/applicant's responsibility, however, with the auditor's written agreement, Company may make a direct payment to the auditor when disbursing the Efficiency Kansas funds after completion of the selected energy efficiency modifications contained in the Energy Conservation Plan provided the energy efficiency improvement and the audit fee do not exceed 90% of the anticipated savings.
 - ii. Reviewing the audit results and obtaining bids from qualified contractors, which adhere to the State Energy Office requirements.
 - iii. Finalizing the Energy Conservation Plan for submittal by the Company to the State Energy Office. Customer/applicant shall indicate audit prioritized energy efficiency improvements customer/applicant wishes to install, the cost and the selected contractor(s). Required documentation shall be provided to the company not later than eleven months after the original energy audit was performed.

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THE STATE CORPORATION COMMISSION OF KANSAS

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(Territory to which schedule is applicable)

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Replacing Schedule Initial Sheet 7

which was filed _____

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

Sheet 7 of 14 Sheets

SIMPLESAVINGS PROGRAM RIDER

- d. Company shall use its commercially reasonable efforts to advise and guide a potential SimpleSavings participant through the Efficiency Kansas application process but shall not be responsible for a customer/applicant's delay or failure to meet any Efficiency Kansas or SimpleSavings requirement. Company shall:
 - i. Review the completed SimpleSavings and/or Efficiency Kansas documents and advise the customer/applicant of any incomplete or missing forms.

- e. Calculate the proposed SimpleSavings Charge and, in the event it is greater than 90% of the State Energy Office determined percentage of energy savings projected by the auditor, advise the customer/applicant of appropriate options, including buydown with non-Efficiency Kansas funding. If SimpleSavings charge is less than 90% of the State Energy Office determined percentage of energy savings projected by the auditor, then Company will:
 - i. Submit to the State Energy Office the customer/applicant's documents seeking funding through Efficiency Kansas.
 - ii. Inform the customer/applicant of the State Energy's office approval or disapproval of the Energy Conservation Plan.
 - iii. Inform the customer/applicant of the State Energy Office commitment to advance the requisite funding upon receipt of the Certification(s) of Project Completion.
 - iv. Enter a SimpleSavings Agreement with customer/applicant.

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By Michael Lennen
Michael Lennen, Vice President

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THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

Schedule SS EK

SOUTH RATE AREA

Replacing Schedule Initial Sheet 8

(Territory to which schedule is applicable)

which was filed _____

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

Sheet 8 of 14 Sheets

SIMPLESAVINGS PROGRAM RIDER

- f. Upon execution of the SimpleSavings Agreement, the customer/applicant and selected contractor shall complete the proposed energy efficiency measures. Customer/applicant shall be responsible for all costs of equipment and/or installation, which exceed or are not specifically approved by the Sate Energy Office pursuant to the Energy Conservation Plan and/or the SimpleSavings Agreement.
- g. Upon completion of the energy efficiency improvements, the customer/applicant shall schedule the auditor's post-retrofit audit to ensure that all measures have been installed properly as described by the Audit and Energy Conservation Plan.
 - i. Company and/or the State Energy Office shall have the right, in their sole discretion, to verify project completion or other project developments and information through an on-site inspection of the project. The inspection shall be at a time convenient to the customer/applicant and, if necessary, the auditor.
 - ii. Company shall submit to the State Energy Office the Efficiency Kansas Certification of Project Completion, signed by the auditor and the 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.
- 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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Michael Lennen, Vice President

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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)

Schedule SS EK

Replacing Schedule Initial Sheet 9

which was filed _____

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

Sheet 9 of 14 Sheets

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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THE STATE CORPORATION COMMISSION OF KANSAS

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Schedule SS EK

Replacing Schedule Initial Sheet 10

SOUTH RATE AREA

(Territory to which schedule is applicable)

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

Sheet 10 of 14 Sheets

SIMPLESAVINGS PROGRAM RIDER

- c. Landlord's Notification to Tenants: The landlord, as the owner of the premise(s), shall be solely responsible for the ultimate discharge of the SimpleSavings principal and shall execute a SimpleSavings Owner Agreement to participate in the SimpleSavings program. Landlord shall be solely responsible for obtaining signed documentation from tenants. Company shall bill the SimpleSavings charge to the new tenant upon receipt of required documentation of the tenant's acknowledgement of the SimpleSavings 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 the responsibility for payment of the SimpleSavings charge. However, Company shall not unreasonably withhold service to an customer/applicant who orally acknowledges a SimpleSavings obligation. The customer/applicant shall provide written verification of the oral commitment within 60 days. Customer's payment of the first two SimpleSavings charges shall also indicate customer/applicant's informed consent.
 - 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.

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THE STATE CORPORATION COMMISSION OF KANSAS

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

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(Territory to which schedule is applicable)

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Replacing Schedule Initial Sheet 11

which was filed _____

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

Sheet 11 of 14 Sheets

SIMPLESAVINGS PROGRAM RIDER

- 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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Replacing Schedule Initial Sheet 12

which was filed _____

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

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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.
 - 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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THE STATE CORPORATION COMMISSION OF KANSAS

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Schedule SS EK

Replacing Schedule Initial Sheet 13

which was filed _____

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

Sheet 13 of 14 Sheets

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.
- 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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THE STATE CORPORATION COMMISSION OF KANSAS

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Replacing Schedule Initial Sheet 14

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

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SIMPLESAVINGS PROGRAM RIDER

1. The planned destruction of the structure.
2. The customer's request to terminate service for which Company does not anticipate reconnection.
3. The removal, without replacement of equipment or construction material financed by the SimpleSavings Agreement.

- d. Revert-to-Owner (RTO) Agreement: Company shall require a landlord to establish an RTO Agreement to guarantee payment of the SimpleSavings charge during periods of vacancy.

An owner converting a premise(s) to rental status shall remain responsible for 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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 Michael Lennen, Vice President

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		X
5	Audit performed		X
6	Energy conservation plan developed, presented to customer. Customer provided forms needed for contractors		X
7	Customer reviews audit and ECP, determines action or inaction		X
8	Customer contacts contractors and receives bids		X
9	Auditor determines if bids meet program cost criteria, provides actual monthly loan amount to customer. Customer decides whether to proceed.		X
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		X
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.		X
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.