

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

In the Matter of the Application)
of Evergy Metro, Inc. for Approval of) Docket No. 20-EKME-358-TAR
Customer Forward Program Tariff Changes)

**APPLICATION OF EVERGY METRO, INC. FOR APPROVAL OF TARIFF CHANGES
TO IMPLEMENT CONSOLIDATED CUSTOMER FORWARD PROGRAM**

COMES NOW Evergy Metro, Inc. d/b/a Evergy Kansas Metro (“Evergy Kansas Metro”) (formerly known as Kansas City Power & Light Company), and hereby requests from the State Corporation Commission of the State of Kansas (“Commission” or “KCC”) approval of certain tariff changes necessary to implement an integrated Customer Forward Program with Evergy Kansas Central, Inc. In furtherance of this Application, Evergy Kansas Metro states as follows:

1. Evergy Kansas Metro is a Missouri corporation and a vertically integrated electric public utility company under the jurisdiction of the Commission engaged in the production, transmission, delivery and furnishing of power within the meaning of K.S.A. 66-104, in legally designated areas of Kansas. Evergy Kansas Metro holds a certificate of convenience and authority issued by the Commission, authorizing Evergy Kansas Metro to engage in such utility business. Evergy Kansas Metro has previously filed with the Commission certified copies of its Articles of Incorporation under which it was organized, its Certificate of Registration as a Foreign Corporation authorized to do business in Kansas, and all amendments thereto and restatements thereof, and the same are incorporated herein by reference.

2. The Commission approved the merger of Great Plains Energy Incorporated (Great Plains), Kansas City Power and Light Company (now Evergy Kansas Metro) and Westar Energy, Inc. (now Evergy Kansas Central) in its Order Approving Merger issued on May 24, 2018 in Docket No. 18-KCPE-095-MER (“095 Docket”). The merger closed on June 4, 2018. As part of the

merged companies' efforts to integrate the operations of the two legacy operating utilities and obtain efficiencies as discussed in the 095 Docket, the merged companies have begun the process of integrating their various IT systems. One such project is the Customer Forward Program – the integration and consolidation of the merged companies' customer service systems by moving the Evergy Kansas Central customers onto Evergy Kansas Metro's recently developed customer service system. The goal of the Customer Forward Program is to integrate customer systems in order to create efficiencies and create a seamless and improved experience for Evergy Kansas Metro's and Evergy Kansas Central's customers and employees.

3. In order to consolidate the merged companies' customer systems, it is necessary to align the customer practices of each operating utility, as well as the governing tariffs that address those practices. Therefore, the companies are filing this Application for Evergy Kansas Metro and a parallel application for Evergy Kansas Central, in order to request approval of the necessary tariff changes to align their customer practices and implement the Customer Forward Program.

4. The tariff changes proposed for Evergy Kansas Metro are summarized in the table below and are also reflected in the clean and redlined versions of Evergy Kansas Metro's tariffs, attached hereto.

Topic	Tariff Pages Affected	Description of Changes
Align length of time to pay after a billing adjustment	Previously Section 4.02 (B), Schedule 1.23	For Evergy Kansas Metro, the wording is being changed to allow the flexibility of more time to pay in the event of a billing adjustment.
Estimation Process	Previously Section 4.08, Schedule 1.31A	All jurisdictions will have an update to the estimation process. For Evergy Kansas Metro, clarification wording will be added. The process used is not changing but the details of how it works are being clarified.
Commercial Credit Card Payments	Previously Section 4.03C-D, Schedule 1.24-1.25	Adding language that allows acceptance of commercial credit card payments up to \$5,000 per transaction with a fee of 2.7%
Diversion Charges	Previously Section 5.10(B)(7), Schedule 1.42, Sheet 42 and Section 6.10, Schedule 1.52, Sheet 52	Adding language to collect all diversion related charges (usage, damages, etc.) prior to reconnect.

5. Currently, Evergy Kansas Metro expects the consolidated Customer Forward Program to be completed and operational by October 12, 2020; however, that date could change as the company works through the implementation process. Evergy Kansas Metro will not be able to implement the practices supported by the proposed tariff changes until the time that the Customer Forward Program goes live. Therefore, Evergy Kansas Metro requests that the Commission approve the proposed tariff changes to be effective in conjunction with the date the

consolidated Customer Forward Program begins operation. Once that date becomes final, Evergy Kansas Metro will file a notice with the Commission notifying it and the parties of the exact effective date and requesting that the tariffs be file-stamped with that effective date.

WHEREFORE, Evergy Kansas Metro respectfully requests that the Commission approve the proposed tariff revisions to be effective in conjunction with the implementation of the consolidated Customer Forward Program as discussed herein.

Respectfully submitted,

/s/ Cathryn J. Dinges

Cathryn J. Dinges (#20848)

Corporate Counsel

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Counsel for Evergy Metro, Inc.

VERIFICATION

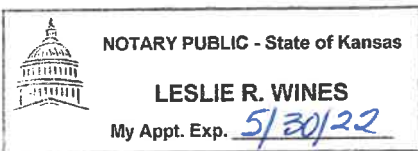
STATE OF KANSAS)
) ss
COUNTY OF SHAWNEE)

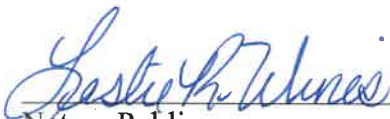
The undersigned, Cathryn Dinges, upon oath first duly sworn, states that she is Corporate Counsel for Evergy Metro, Inc., that she has reviewed the foregoing pleading, that she is familiar with the contents thereof, and that the statements contained therein are true and correct to the best of her knowledge and belief.



Cathryn Dinges

Subscribed and sworn to before me this 14th day of February, 2020.





Notary Public

My appointment expires: May 30, 2022

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THE STATE CORPORATION COMMISSION OF KANSAS**EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO**

(Name of Issuing Utility)

SCHEDULE _____ Index _____

Replacing Schedule 1.01-1.04 Sheet 1**EVERGY KANSAS METRO SERVICE AREA**

(Territory to which schedule is applicable)

which was filed December 7, 2007No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 1 of 6 Sheets

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THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

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4. BILLING AND PAYMENT

4.01 BILLING PERIOD:

Normally, the Company will read the Customer's meter monthly, and bills based on such monthly readings will be rendered at intervals of approximately one month. The Company shall have the right to read meters and render bills more frequently than monthly, and, in such event, the total of the minimums of such bills for any one month shall not exceed the monthly minimum required under the applicable rate schedule.

4.02 CONTENT OF BILLS:

A. Each bill for electric service shall show the following:

1. The beginning and ending meter registration for the reading period or the usage for the billing period obtained from an electronic meter except that an estimated bill should disclose that it is based on estimated usage;
2. The date the meter was read and the date of the bill;
3. The final date by which a payment can be received before a delinquency charge is imposed;
4. Actual or estimated usage during the billing period;
5. The amount due if payment is made prior to the final date by which payment can be received before the bill is deemed delinquent and the amount due if payment is received after the bill is deemed delinquent;

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6. The amount of additional charges for past due accounts, security deposits, collection, reconnection and/or disconnection charges, installment payments and other utility charges authorized by the State Corporation Commission;
 7. The total amount due for the current billing period;
 8. The amount due, separately stated, for franchise taxes and sales taxes;
 9. The address and telephone number of the Company and the identification of the person or office where a Customer may report a disputed bill, make an inquiry concerning a bill, delinquency or termination of service, or otherwise inquire.
 10. General information explaining overall changes in rate changes in rates and customer changes must be made available to customers through bill inserts or direct mail when new rates are implemented due to a rate case.
- B. Any adjustments to previous billings which were based on estimated usage or Customer meter readings shall be shown on the bill. The adjustment shall be made after the Company has determined the actual usage by a meter reading, if available and usable pursuant to Rule 9.12(B)(1-3) and shall be calculated for the period between the prior and most recent meter reading available and usable by the Company. If the Customer owes the Company additional money as a result of the adjustment, except in cases under Rule 5.01(H) the Customer, upon his request, shall be permitted to pay the additional charge in equal monthly installments over a period the same amount of time at least equal to as the length of the adjusted billing period. If the Company owes the Customer a refund, it shall appear as a credit on the Customer's next bill. If the credit exceeds \$10, upon Customer request, the Company shall refund the overpayment.

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**GENERAL RULES AND REGULATIONS
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- C. The Company may include on the bill for electric service other charges for special services. Special services are those not authorized by tariff or otherwise specifically regulated by the Commission, such as the sale of merchandise, insulation or services performed in connection therewith. Charges for special services shall be designated clearly and separately from charges for electric service. Partial payments shall be applied first to the balance currently due for utility service beginning with the oldest service debt, then to additional utility charges (such as disconnection, reconnection or returned payment fees) and then to special charges.
- D. If the Customer is paying under an average payment plan, each bill shall also clearly disclose the difference of the total amount paid to date as compared to the cumulative actual usage, in dollars, to date.
- E. If the Customer is paying an arrearage under the Cold Weather Rule or other payment plan, those monthly amounts shall be printed on the bill and clearly labeled.

4.03 PAYMENT OF BILLS:

- A. A bill for electric service supplied by the Company shall, upon rendition (by mailing or serving), become due and payable in the net amount thereof.
- B. A bill for electric service is considered paid when the full amount due is received by mail or at an authorized pay agent of the Company. Payments due on Saturday, Sunday or a legal holiday shall be considered as paid when due if received on the next business day.
- C. Bills for electric service may be paid in cash, ~~or~~ check, or with approved credit and debit cards. Non-residential Customers will be limited to \$5,000 per transaction and will pay to authorized agent a fee of 2.7%. Additionally, residential service customers may also pay by approved credit and debit cards.

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D. The following describe the Company's bill payment methods:

- a. Mail: Payment may be made by mail with a check or money order along with bill stub. The Company may require a returned payment fee for payments returned for any reason other than bank error. ([KCPL-Evergy Kansas Metro](#) Rule 4.06 (C));
- b. Recurring Payment: Payment may be made automatically each month from customer's bank account through the Company's recurring payment program or may be done by use of approved credit or debit card. The Company may require a returned payment fee for any reason other than bank error. ([KCPL-Evergy Kansas Metro](#) Rule 4.06 (C));
- c. Pay in Person: Payment may be made in person with cash, check, or money order, along with bill stub, at a Company authorized pay station. A list of locations is accessible from the Company's website or by calling the Company's toll free customer service phone number. The Company may require a returned payment fee for any reason other than bank error ([KCPL-Evergy Kansas Metro](#) Rule 4.06 (C));
- d. Pay On Line: Payment may be made online via an ACH debit from the customer's bank account. Payment by this method is accessible through the Company's website. The Company may require a returned payment fee for any reason other than bank error ([KCPL-Evergy Kansas Metro](#) Rule 4.06 (C)); and
- e. Pay By Phone: Payment may be made by phone via an ACH debit from the customer's bank account or may be done by use of approved credit or debit card. Payment by this method is accessible through the Company's local or toll free customer service phone number. The Company may require a returned payment fee for any reason other than bank error ([KCPL-Evergy Kansas Metro](#) Rule 4.06 (C)).

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THE STATE CORPORATION COMMISSION OF KANSAS**EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO**

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SCHEDULE Section 4**EVERGY KANSAS METRO SERVICE AREA**

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**GENERAL RULES AND REGULATIONS
APPLYING TO ELECTRIC SERVICE**

- f. Associated transaction fees by payment type and method:
- | | | |
|------|---------------------|--|
| i. | Bill Payment | \$0.00 per transaction |
| ii. | Pay In-Person | \$0.00 per transaction |
| iii. | Pay On-Line | \$0.00 per transaction |
| iv. | Pay By Phone | \$0.00 per transaction |
| v. | Pay By Credit/Debit | \$0.00 per transaction, <u>residential</u>
<u>2.7% per transaction, non-residential</u> |

- E. A bill is deemed delinquent if not paid by the due date stated on the bill. A Customer served under a Residential rate schedule, except those on average payment plans, must render payment so credit can be posted to the Customer's account prior to preparation of the Customer's next normal billing. Any unpaid bill for service under any other rate schedule shall become delinquent on the sixteenth (16th) day after rendition.
- F. When a bill becomes delinquent, a late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current utility service will be added to the Customer's bill, and collection efforts by the Company may be initiated.
- G. Non-residential Customers may request a 14-day extension of the date upon which unpaid bills become delinquent. A one percent (1%) charge will be applied to each month's bill, and will be paid by the Customer regardless of when payment is made. If the Customer fails to pay an undisputed bill before the extended delinquent date, the Customer will not be eligible in the future for an extended delinquent date, and the late payment charge in 4.03(F) will apply to all subsequent bills that remain unpaid on the 16th day after rendition.
- H.  Pursuant to Rule 5.01, disconnection of service may result for delinquency of payment. Appropriate collection, disconnection and reconnection charges as detailed in Rules 5.06 and 5.08 shall be applied.

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SCHEDULE **Section 4****EVERGY KANSAS METRO SERVICE AREA**

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**GENERAL RULES AND REGULATIONS
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Failure of the Customer to pay any amount due the Company under the Customer's service agreement in the full amount due before the same becomes delinquent shall constitute a default by the Customer in his service agreement. The Customer's obligation to pay the amount due the Company under the Customer's service agreement shall be separate from other obligations and claims between the Company and the Customer. Failure by the Customer to pay obligations to and claims by the Company, other than amounts due the Company under the Customer's service agreement, shall not constitute a default justifying discontinuance of electric service under Rule 5.01 and the failure of the Company to pay obligations to or claims by the Customer, or to give the Customer credit therefore shall not justify failure by the Customer to pay the amount due the Company under the Customer's service agreement nor prevent default by the Customer.

4.05 MAILING BILLS:

Normally bills will be sent by mail to the service address or such other mailing address designated by the Customer. If a non-residential Customer is otherwise unable to make timely payments due to the Customer's accounting procedures, the Company shall offer to issue a duplicate bill to the home office or other location from which payment will be made as a means of expediting payment. The non-receipt of a bill by the Customer shall not release or diminish the obligation of the Customer with respect to the full payment thereof, including penalties and interest.

4.06 OTHER CHARGES:

- A. **TEMPORARY SERVICE MINIMUM FEE:** The Customer shall pay the Company the total estimated cost of connecting and disconnecting the Company's facilities pursuant to Rule 2.03. In no case will the charge be less than \$25.

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- B. **METER READING FEE:** In the event a Customer does not furnish a meter reading pursuant to Rule 9.12, the Company may read the meter and charge the Customer \$5.
- C. **RETURNED CHECK CHARGE:** A charge not to exceed \$30.00, the maximum provided by K.S.A. 21-3707, may be assessed when a Customer's check is returned due to insufficient funds.
- D. **METER TEST FEE:** The Company may charge \$15 for meter tests made at the Customer's request if upon test the average meter error is found to be 2% or less.

4.07 AVERAGE PAYMENT PLAN:

- A. **AVAILABILITY:** The Average Payment Plan (Plan) is available to Customers receiving service under any Residential Service or Small General Service rate schedule. Qualified Customers may elect to be billed, and must pay, for all electric service provided by the Company under said rate schedules in accordance with the terms and provisions of the Plan. The Plan is a self-adjusting program that tends to smooth out monthly fluctuations of electric service bills.
- B. **ELIGIBILITY:** To be eligible to be billed under the terms and provisions of the Plan, the Customer must meet the following requirements:
1. The Customer must be currently receiving service under one of said schedules.
 2. The Customer must have received service continuously at the Customer's present premises for at least twelve (12) months prior to the election or agree to Company's estimate for such service to be determined in accordance with Rule 4.07(E).
 3. The Customer must not have any delinquent amount not in dispute with the Company.

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THE STATE CORPORATION COMMISSION OF KANSAS

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(Name of Issuing Utility)

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4. The Customer must satisfy, and be in conformance with, the Company's General Rules and Regulations Applying to Electric Service.
- C. **ELECTION:** Each month the Company will notify eligible Customers then served under Residential Service or Small General Service rate schedules of the Plan by issuing a bill which shall contain two amounts: the actual amount due, and the Average Payment amount due under the Plan. The Customer elects to pay under the Plan if the Customer pays the Average Payment amount. A Customer may also elect to be billed under the Plan at any time by contacting the Company's Customer Care Center.
- D. **PAYMENT OF ARREARS UNDER THE PLAN:** Customers who have an account balance in arrears shall be informed of, and may elect to be billed on this Average Payment Plan, if the following conditions are satisfied:
1. The arrearage is not as a result of default of a previous payment agreement, including an agreement under the provisions of the Cold Weather Rule or this Rule 4.07(D);
 2. The arrearage is not as a result of tampering or diversion;
 3. The Customer agrees to pay, in twelve equal installments, an amount equal to the amount in arrears, divided by twelve (12), plus the Average Payment amount, to be determined in accordance with Rule 4.07(E).

Any Customer who fails to make timely payments of the Average Payment plus one-twelfth of the arrears amount, or who causes or permits diversion of electric service, shall be considered in default, and subject to disconnection in accordance with the provisions of Rule 5. The Company may require payment in full of the total amount in arrears as a condition of reconnection. A Customer who is in default will be removed from the Average Payment Plan, and shall not be eligible for participation in the Plan until all amounts owed are paid in full.

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E. AVERAGE PAYMENT AMOUNT:

1. If the customer has twelve (12) months of usage history at the premises, the calculation of the Plan payment will be the average of the last twelve (12) months of bills for the customer. Each month, the Company will average the prior twelve (12) bills for the customer, along with the cumulative balance of the Plan payments compared to actual usage ((prior 12 bills + over/under balance) ÷ 12); commencing sixty (60) days from the effective date of the tariff, the Plan payment will automatically adjust on the next month's bill if there is more than a 10% variance in the calculation from the current Plan payment amount.
2. If the customer does not have twelve (12) months of usage history at the premises, the Plan payment will be the average of the last nine (9) months of bills for the customer.

If the customer does not have nine (9) months of usage history at the premises, but is otherwise eligible for an average payment plan, the customer must speak to a customer service representative (CSR). At that time, the CSR will manually calculate an average payment amount by viewing usage history of nearby customers with like premises.

For the purpose of calculating an average payment amount, "like premises" means premises of customers served under the same rate schedule for customers serviced under Residential Service rate schedules and "like premises" means premises of customers served under the same rate schedule and operating in a similar industry for customers serviced under Small General Service rate schedules.

Customers serviced under Small General Service rate schedules who have less than nine (9) months of usage history at the premises shall be ineligible for the plan if usage history of nearby customers with like premises is not available.

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3. Adjustments:

- a. The monthly amounts payable under the Plan will be adjusted to reflect any rate schedule changes.
- b. The monthly amounts payable under the Plan may be adjusted for abnormal weather conditions, historical usage at the current premise, or other factors. The estimated annual adjusted billing, and thus the monthly level payment amount, may be revised if the earlier estimate was underestimated or overestimated due to customer use, weather conditions, rate tariff changes, or other factors.

4. Review of Contract:

Customer may, at any time, request that the Company review the account for a modification to the average payment amount

F. PAYMENT:

If the Average Payment Amount due is not paid before the delinquent date stated on the bill and the amount has a debit balance, the Customer will be billed a late payment charge in an amount equal to two percent (2%) of the Average Payment Amount due.

G. TERMINATION: The election shall continue from month to month, unless terminated upon the occurrence of any of the following events:

1. The Customer closes his account with the Company. The Company will render a final bill to the Customer based upon actual unpaid usage to date.
2. The Customer requests termination of Plan billing. Upon termination, the Customer's unpaid usage to the latest billing date plus any arrears shall be due and payable.

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3. If the Customer fails to make payment by the due date stated on any bill rendered under this Plan, Plan billing may be terminated. The Customer's unpaid usage plus arrears shall be due and payable, and bills based on actual usage will be subsequently issued. The Customer may reelect to be billed under the Plan by paying all amounts due and notifying the Company's Customer Communication Center.

4. No interest shall be due from or payable to the Customer as a result of Plan termination.

H. **GENERAL RULES AND REGULATIONS APPLICABLE:** Except as expressly set forth above, this Plan in no way modifies, terminates or suspends any of the Company's or Customer's rights or obligations, under the General Rules and Regulations Applying to Electric Service, including but not limited to payment of bills and discontinuance of service provisions.

4.08 ESTIMATED BILL PROCEDURE:

A. ESTIMATION METHOD:

1. For customers with Advanced Metering Infrastructure (AMI) meters, when a current meter read is unavailable, the system will average consumption from the last read plus three-prior days to estimate the read. If that information is not available, a second estimation attempts will be made. The system will average the usage from five historical reads from the previous year. It will average the usage from the read in prior year from the same day as being estimated along with the three days prior and one day after. If the second estimation attempt is not successful, then the estimation is a manual process. The Billing Department will estimate usage based on historical usage information from the same premise and if and not available, the usage of customers with like premises.

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2. For customer with non-AMI meters, when a current meter read is unavailable, the system will average the usage from the prior year in the same billing month, the usage 35 days before and the usage 35 days after that month. ~~and the following billing month.~~ If that information is not available, a second read estimation attempt will be made by averaging the usage from the prior two readings. If the second estimation attempt is not successful, then the estimation is a manual process. The Billing Department will estimate usage based on historic usage information from the same premise and if not available, the usage of customers with like premises.

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5. DISCONTINUANCE OF SERVICE

5.01 DISCONTINUANCE OF ELECTRIC SERVICE:

The Customer shall at all times observe and perform his obligations to the Company under his service agreement. The Company may discontinue or refuse service for any of the following reasons:

- A. When requested by the Customer.
- B. When a bill becomes delinquent as specified in Rule 4.03 and after proper notice, as defined below in Rule 5.04, has been given the Customer.
- C. When a dangerous condition exists on the Customer's premises.
- D. When the Customer fails to provide credit information, security deposit or guarantee as specified in Rule 3 or has a previous undisputed and unpaid separate account for electric service with the Company.
- E. When the Customer misrepresents his or her identity for the purpose of obtaining electric service. If the Company has reason to suspect that the Customer has provided false or incomplete information for the purpose of obtaining electric service, the Company may require the Customer to provide positive proof of identity and/or residence pursuant to Rule 3.01(B).
- F. When the Customer refuses to grant Company personnel access, during normal working hours, to equipment installed upon the premises of the Customer for the purposes of inspection, meter reading, maintenance or replacement.
- G. When the Customer violates any rule of the Company which might adversely affect the Customer's or others' safety or the integrity of the Company's delivery system.

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- H. When the Customer causes, permits or benefits from the unauthorized interference with, or physical diversion or use of utility service.

5.02 EXCEPTIONS:

The Company shall not discontinue service for the following circumstances:

- A. The failure of the Customer to pay for special charges.
- B. The failure of the Customer to pay for service received at a concurrent and separate metering point, residence or location. In the event of discontinuance or termination of service at a separate metering point, residence, or location in accordance with the Rules, the Company may transfer any unpaid balance to any other service account with the Customer's written consent, provided, however, that in the event of the failure of the Customer to pay a final bill at any metering point, residence or location, the Company may transfer such unpaid balance to any successive service account opened by the Customer for the same class of service, and may discontinue service at such successive metering point, residence or location for nonpayment of such transferred amount.
- C. The failure of the Customer to pay for a different class of service received at the same location. The placing of more than one meter at the same location for the purpose of billing the usage of specific devices under optional rate schedules or provisions is not construed as a different class of service for the purpose of this Rule 5.02.
- D. The failure of the Customer to pay an amount which is disputed in good faith; provided, however, that the Customer pays amounts not in dispute.
- E. The failure to pay an unpaid service account more than five (5) years old if the service agreement was signed or three (3) years old if service was provided under an oral request for service.

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- F. If a Residential Customer establishes with the Company that discontinuance of service would be especially dangerous to the health of the Customer, resident member of the Customer's family or other permanent resident at the Customer's service address and (i) such Customer is unable to pay for such service in accordance with the requirements of the Company's billing, or (ii) is able to pay for such service only in installments, the Company shall either allow payment in reasonable installments or postpone discontinuance of service for at least twenty-one (21) days so that the Customer can make arrangements for reasonable installment payments. In determining whether discontinuance would be especially dangerous to health, consideration shall be given to the weather, and the Customer's or other residents' medical condition, age or disability. The Company reserves the right to request written medical confirmation of the medical condition or emergency. The Company may allow installment payments of currently due amounts under a satisfactory credit arrangement.

5.03 AVAILABILITY OF COMPANY PERSONNEL:

Except for discontinuance pursuant to Rule 5.01(A), (C), (G), or (H), the Company shall not disconnect service of any Customer unless:

- A. The Company's offices or authorized personnel identified in the notice of disconnection pursuant to Rules 5.04(F)(6) are available one hour after disconnection and on the full day following disconnection for the purpose of making payment arrangements, or obtaining reconnection.
- B. The Customer has had an opportunity to pay, at the service address, amounts due for utility charges and thereby either avert disconnection or provide for reconnection.

5.04 CUSTOMER NOTIFICATION:

The Company shall not disconnect service to any Customer without first giving notice according to the following schedule:

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- A. Ten (10) days written notice shall be given prior to disconnection unless discontinuance is (i) at the Customer's request, or (ii) a dangerous condition exists, or (iii) a violation of the Company's Rules which might adversely affect the Customer's or other's safety or the integrity of the Company's delivery system occurs, in which case immediate disconnection may take place.
- B. If an unauthorized interference or physical diversion of service is involved, the Company may discontinue service immediately. However, if the Company has knowledge that persons other than the Customer or members of the Customer's family are residing at the premises where such unauthorized interference or diversion is taking place, the Company shall give such persons a two (2) day written or twenty-four (24) hour oral notice prior to discontinuance of service.
- C. If the Customer fails to provide the requested positive proof of identity or residence within the time period(s) specified in 3.01(B), the Company may disconnect service. The Company will attempt to make telephone or personal contact with the Customer, and if the Customer is contacted, disconnection may take place after 48 hours has elapsed. If the Company fails to make telephone or personal contact, disconnection may take place ten (10) days after the written notice of disconnection is mailed. As part of all written and verbal contacts with the Customer pursuant to this Rule 5.04(C), the Company will advise the Customer how to contact the Consumer Protection Office of the Kansas Corporation Commission.
- D. Notice of impending disconnection of service shall be sent separate from other bills, information, or advertising, or delivered to the account's name and address and, in the case of residential occupancy, to the address where service is provided. Notice by mail is complete upon mailing. The Company shall maintain a record of the date the notice is mailed and the effective dates of the notice. The notice shall be effective for one (1) month after first available day for disconnection as described in 5.04 (A).

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- E. If a proposed disconnection of service involves more than one residential dwelling unit, notice of disconnection shall be posted in the residential common area at least five (5) days prior to the disconnection date unless a dangerous condition exists that threatens the safety of the Customer or others.
- F. The disconnection notice shall contain the following information:
1. The name and address of the Customer and the address, if different from the Customer's address, where service is provided.
 2. A clear and concise statement of the reason for the proposed discontinuance of service and the cost and conditions for reconnection of service.
 3. The dates between which service can be discontinued unless the Customer takes appropriate action.
 4. Terms under which the Customer may avoid discontinuance of service.
 5. A statement that discontinuance of service may be postponed or avoided if the Customer can demonstrate that special circumstances prevent timely payment and satisfactory credit arrangements are made with the Company for payment of the bill(s) not in dispute.

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6. A statement to apprise the Customer of the availability of an administrative procedure which may be utilized in the event of a bona fide dispute or under circumstances such as provided in Rule 5.02(F). The address, telephone number and name of the Company office or designated personnel empowered to review disputed bills, rectify errors, and prevent disconnection of service shall be clearly set forth. The notice shall state that the Customer may meet with a designated employee of the Company to present his or her reasons for disputing a bill or other reasons why service should not be discontinued, or to request credit arrangement or postponement of service disconnection.

- G. At least 48 hours prior to the date on which disconnection is scheduled to occur, the Company will attempt to inform the Customer by telephone that disconnection may take place.

5.05 DISCONNECTION PROCEDURE:

A Company employee sent to disconnect a Customer's electric service shall, immediately prior to disconnection, make a reasonable effort to:

- A. Identify himself or herself to the Customer or other responsible person then upon the premises and shall announce the purpose of his or her presence.
- B. Identify and record the name of the person contacted.
- C. Accept payment of all amounts tendered which are necessary to avert disconnection.
- D. Record statements disputing the accuracy of a delinquent bill and/or disputing the accuracy of the Company's findings concerning the cause for discontinuance.
- E. Record statements concerning the medical condition of any permanent resident of the premises.

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- F. In the event that the Company's employee cannot contact the Customer, a conspicuous notice shall be left at the premises that indicates the date and time of disconnection of service and the address and phone number of the Company where the Customer can arrange to have service restored.

5.06 COLLECTION AND DISCONNECTION CHARGE:

If electric service becomes subject to disconnection pursuant to Rule 5.01, the Company shall send a Representative to the service address to (1) collect the delinquent amount due, (or) (2) make credit arrangements, satisfactory to the Company, for payment of the delinquent amount due, or (3) disconnect service if the Representative is unable to contact the Customer or if payment is not made. When it is necessary for a Representative to visit the service address for the purpose of collecting a delinquent payment, except as provided for in 5.10 (D)(2), one of the following charges shall be assessed the Customer:

Collection without disconnection of service	\$ 5.00
Disconnection of service at a meter	\$ 6.00
Disconnection of service at pole or service pedestal	\$ 8.00

5.07 RECONNECTION OF ELECTRIC SERVICE:

The Company may impose a reconnection charge as a condition precedent to the restoration of electric service to a Customer whose electric service has been discontinued for any reason whatsoever, including discontinuance at the request of the Customer. If electric service is discontinued for nonpayment by the Customer of any delinquent electric service bill, the Company shall not be required to restore electric service to the Customer until all such delinquent bills, together with any collection, disconnection and reconnection charges provided for in Rules 5.06 and 5.08 have been paid or a payment agreement has been entered into, and the Customer shall have complied with the credit regulations of the Company.

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At all times, the Company will attempt to restore service that has been disconnected on the day requested, and in any event, no later than the next business day following the day requested by the Customer.

5.08 RECONNECTION CHARGE:

If a non-Residential Customer orders disconnection and reconnection at the same premise within a period of 12 months, the Company may collect, as a reconnection charge, the sum of the customer charges and facility charges as would have otherwise been incurred.

If electric service is discontinued for non-payment of a bill or for violation of any other provision of the Customer's service agreement except tampering and or diversion, the Company shall assess reconnection charges to the Customer as follows:

Reconnection of service meter	\$ 20.00
Reconnection of service at the pole or service pedestal	\$ 30.00

If electric service is discontinued for tampering and or diversion, the Company shall assess reconnection charges to the Customer as follows:

Reconnection regardless of point of reconnection	\$55.00
(Excessive damage of Company property will result in additional charges.)	

5.09 DISPUTED BILLS:

A. If the Customer advises the Company prior to the date of the proposed discontinuance of service, that all or part of a billing is in dispute or that the Company's reasons for discontinuance are factually invalid, the Company shall:

1. Immediately record the date, time and place the complaint is made.

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2. Postpone discontinuance until a full investigation is completed and the dispute found to be invalid.
 3. Investigate the dispute promptly and completely.
 4. Attempt to resolve the dispute informally in a manner mutually satisfactory to both parties.
- B. A Customer may advise the Company that a bill is in dispute in any reasonable manner such as by written notice, in person or by telephone call directed to appropriate personnel of the Company.
- C. The Company in attempting to resolve the dispute in a mutually satisfactory manner, may employ telephone communication, meetings with Company personnel and the Customer or legal representative of the Customer, formal or informal hearings, "on-site" visits or any other technique reasonably conducive to settlement of the dispute.
- D. If the dispute is not resolved to the Customer's satisfaction after full investigation and the Company intends to proceed with disconnection of service, the Company shall advise the Customer of both formal and informal procedures available before the Commission. The Company will then give proper notice and proceed with disconnection procedures.
- E. Each year the Company will provide a description of the KCC complaint procedures to each of the Company's Customers. The notice shall include the address and telephone number of the Commission's Consumer Protection Office. Space shall be provided for Customer comments. Copies of comments received will be forwarded by the Company to the Commission's Consumer Protection Office.

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5.10 COLD WEATHER RULE:

- A. **AVAILABILITY:** The provisions of the Cold Weather Rule (CWR) allow for special payment and disconnection procedures for Residential Customers with unpaid arrearage. The provisions of the Cold Weather Rule to retain or restore service are applicable throughout the Cold Weather Period, which extends from November 1 through March 31.
- B. **DISCONNECTION DURING COLD WEATHER:** During the Cold Weather Period of November 1 through March 31, the Company shall not disconnect service to Residential Customers if the National Weather Service forecast for the Kansas City area includes temperatures of or below 35 degrees Fahrenheit (F) (or temperatures forecast to be in the "mid 30's") during the subsequent 48 hours unless:
1. It is at the Customer's request;
 2. The service is abandoned by the Customer;
 3. A dangerous condition exists on the Customer's premises;
 4. The Customer violates any rule of the Company which adversely affects the safety of the Customer or other persons, or the physical integrity of the Company's delivery system;
 5. The Customer causes or permits unauthorized interference with, or physical diversion or use of electric service (meter bypass) situated or delivered on or about the Customer's premises;
 6. The Customer misrepresents his or her identity for the purpose of obtaining or retaining utility service; or

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7. The Customer tenders an insufficient funds payment as the initial payment or an installment payment under the Cold Weather Rule payment plan and does not cure the insufficient payment during the 10-day period after a disconnection notice is sent to the Customer.

Under (1), (2), (3), (4), the Company may disconnect the service immediately. Under (5) or (6), the Company may disconnect the Customer 48 hours after a disconnection notice is left on the Customer's door or personal or telephone contact is made with the Customer of record and the telephone number of the Commission's Consumer Protection Office is given to the Customer, or 10 days after a disconnection notice is sent, whichever is quicker. Under (7), the Company may disconnect the Customer 10 days after the disconnection notice is sent if the Customer has not cured the insufficient payment during that 10-day period.

Services disconnected under (3) or (4) above must be restored as soon as possible after the physical problems defined in (3) or (4) have been corrected. Service disconnected under (5) must be restored as soon as possible after payment by the Customer of the full value of the diverted service, charges, costs, damages, plus deposit (refer to 6.10). The value of the diverted service shall be estimated based on the historic use of the Customer or the residence.

- C. **RESPONSIBILITIES OF CUSTOMERS:** In order to keep from having service disconnected when the temperature is 35 degrees or above, or to have service reconnected regardless of temperature, a Customer must comply with the following provisions. To qualify for the benefits of the Cold Weather Rule, the Customer shall:

1. Inform the Company of an inability to pay the bill in full;
2. Provide sufficient information to allow the utility to make a payment agreement;

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3. Make an initial payment of 1/12th of the arrearage amount, 1/12th of the bill for current consumption, the full amount of any disconnection or reconnection fees, plus any applicable deposit, pursuant to 5.10(E)(1), and enter into an 11-month plan for payment of the rest of the arrearage, or enter a payment plan as negotiated with the utility for the payment of the arrearage amount; and
4. Apply for federal, state, local or other assistance funds for which the Customer is eligible.

D. RESPONSIBILITIES OF COMPANY:

1. Once a year, at least 30 days prior to the Cold Weather Rule period, the Company shall mail a written notice of the Cold Weather Rule to each residential Customer who is currently receiving service, and to each residential Customer who has been disconnected during or after the most recent cold weather period and who remains without service.
2. Send one written notice mailed first-class at least 10 days prior to termination of service. A Customer may not be disconnected until a 48-hour forecast above the activating temperature is predicted by the Kansas City area National Weather Service. During the first 24 hours, which will be the day prior to disconnection, the Company shall make at least one telephone call attempt with the Customer of record and make one attempt at a personal contact with the Customer of record on the day prior to termination of service if telephone contact on that day was not made. The telephone call attempt(s) and personal contact the day prior to disconnection is in addition to the already existing notice requirements contained in the 5.04. If the Customer is not contacted during the phone call(s) or the personal contact the day prior to termination of service, the Company employee shall leave a disconnect message on the door on the day prior to disconnect. There will be no charge for this service.

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On the day of disconnection, the Company must receive a 24-hour forecast above the activating temperature from the Kansas City area National Weather Service. If the temperature is then forecast to be below the activating temperature, the disconnection may not be carried out and the Company must wait for another 48-hour forecast above the activating temperature and follow the same procedures prior to disconnection.

In the telephone contact(s), the 10-day written notice, the personal contact and the disconnect message on the door, in addition to the existing requirements in 5.04, the Company shall also inform the Customer of the existence of the Cold Weather Rule, that the Customer can avoid disconnection by complying with 5.10(C), and the telephone number of the Commission's Consumer Protection Office.

3. Inform the Customer of, or provide a list of the requirements of 5.10(C).
4. Inform the Customer of, or provide a list of organizations where funds are available to assist with payment of utility bills.
5. Inform the Customer of, or provide a list of all other pay arrangements for which the Customer might qualify. Prior to discussing any plan for Cold Weather Rule payments over a period of fewer than 12 months, the Company must inform the Customer of the Customer's right to have a level payment plan for current and future consumption and to have the arrearage amount paid through an initial payment and equal installment payments over the next 11 months.
6. Adopt and inform the Customers about a third-party notification plan.

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E. OTHER PROVISIONS:

1. Security Deposits. The Company reserves its right under Rule 3.01 or 3.02 to require the Customer to make a cash deposit or furnish a surety bond. In lieu of a deposit or surety bond, a guarantee of payment by a third party, qualified in accordance with Rule 3.07 may be provided.
2. Default. The issuance of an insufficient funds check for the initial payment or for any installment of the payment plan, unless subsequently cured by the Customer, shall constitute a default of the Cold Weather Rule payment plan. A Customer who defaults on a Cold Weather Rule payment plan is not eligible for the arrearage average payment plan under 4.07(C) unless the arrearages from the prior Cold Weather Rule plan are paid. A Customer who defaults on a Cold Weather Rule payment plan is eligible to enter into a new Cold Weather Rule payment plan upon making an initial payment as set forth in Section 5.10(C)(3), paying any disconnect and reconnect charges, and complying with the Customer responsibilities provisions of section 5.10(C). A payment plan of any length that is negotiated by the Customer and the Company after the Customer has been informed of the payment plans required to be offered under the Cold Weather Rule is considered to be a Cold Weather Rule payment plan. However, a Customer with a payment plan of fewer than 11 months shall not be considered to be in default of the payment plan if the actual payments that have been made are equal or greater than the amount that would have been required under an 11-month payment plan for arrearages.
3. Renegotiation of Cold Weather Rule Agreement. The Customer should be encouraged to renegotiate Cold Weather Rule payments if the Customer receives utility or other lump sum assistance.

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6. CUSTOMER'S SERVICE OBLIGATIONS

6.01 CUSTOMER'S INSTALLATION:

Any and all wiring, appliances, or equipment required to transform, control, regulate, or utilize beyond the point of delivery the electric service supplied by the Company shall be furnished, installed and maintained by, and shall be the sole responsibility of the Customer.

6.02 PROTECTION EQUIPMENT:

Any Customer desiring protection against interruptions, phase failure, phase reversal, voltage variations or other temporary irregularities in electric service shall, at his own expense, furnish on such Customer's installation such protective equipment for such purpose.

6.03 CHOICE AND APPLICATION OF RATE SCHEDULES:

- A. The Customer shall be responsible for determining in advance, through application to the Company, the class or classes of electric service which will be designated by the Company and made available to the Customer and the applicable conditions of such electric service. The Customer shall be responsible for determining whether the Customer's installation and all portions thereof, are and will be suitable for operation at the voltage, phase and other characteristics of the class of service to be supplied by the Company.
- B. **POSTING:** The rate schedules of the Company currently in effect and on file with the Commission will be made available by the Company for inspection by any Customer during working hours at the regular business offices of the Company or may be viewed on the Company's website.

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- C. **CHOICE BY CUSTOMER:** If a Customer is eligible to take electric service from the Company under any one of two or more applicable rate schedules available for the class of electric service to be supplied by the Company, the choice of such rate schedule shall lie with the Customer.
- D. **ASSISTANCE BY COMPANY:** A customer will be assisted by the Company in the selection of the rate schedule under which electric service will be supplied to such Customer, based on the information at hand, but the responsibility for the selection of such rate schedule shall lie with the Customer.
- E. **CHANGE OF RATE SCHEDULES:** After a Customer has selected an applicable rate schedule under which he elects to take electric service from the Company, he will not have the right to change his selection of his applicable rate schedule available for that class of electric service for a period of one year. However, the Company may permit the Customer to terminate his existing service agreement during such one year period and enter into a new service agreement under a different applicable rate schedule available for that class of service if the Customer's electrical requirements prove to be different from those originally estimated or if there is a change in the character or conditions of the Customer's electric requirements and such change is based upon permanent rather than temporary or seasonal conditions.

6.04 STANDARDS AND APPROVALS:

The Customer's installation must conform with all applicable laws, the requirements of all governmental authorities having jurisdiction, the provisions of the National Electrical Code and the National Electrical Safety Code, rules, regulations, standards and reasonable requirements of the Company. All required approvals of the Customer's installation must be obtained by the Customer before the Company shall be obligated to commence or continue supplying electric service to the Customer.

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The Customer shall use the electric service supplied by the Company with due regard to the effect of such use on the Company's electric service to its other Customers and on the facilities and equipment of the Company. The Company may refuse to supply electric service or may discontinue electric service to a Customer, pursuant to Rule 5 if the Customer's installation is in an unsafe or dangerous condition or is so designed or operated as to disturb the electric service supplied by the Company to other Customers. Under no circumstances shall the Company be required to give notice of service disconnection when dangerous conditions threaten the safety of the Customer or others. Welding machines, large hoists and x-ray machines, primary capacitors, electric furnaces, equipment with excessive starting currents or intermittent or rapidly fluctuating load characteristics which adversely affect load regulation, and any experimental or unusual electric devices are expressly designated as disturbing uses and shall not be connected to the Customer's installation, except upon such prior special arrangements as may be made with the Company. If the Customer's installation of any such equipment requires the installation of separate or additional transformer capacity, the Company shall, upon request of the Customer, furnish and maintain such separate or additional transformer capacity and the Customer shall pay to the Company, in addition to his bill for electric service under the applicable rate schedule, a monthly rental charge therefor as set out in an applicable rate schedule.

6.06 INSPECTIONS AND RECOMMENDATIONS:

The responsibility of the Customer regarding his use of the electric service supplied by the Company is not set aside, and the Company shall in no way be liable, on account of any inspections or recommendations by the Company which are made as a courtesy to the Customer or as a protection to the electric service supplied by the Company to its other Customers. The Company reserves the right, but assumes no duty, to inspect the Customer's installation.

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An industrial or commercial Customer shall assume full responsibility for impairing the quality of his service if the Customer's connected load is substantially increased without prior written notice to the Company. Any such Customer may substantially increase his connected load or exceed his total estimated demand therefrom as provided for in his service agreement, only after written request by the Customer and written from the Company that the Company's facilities are adequate to supply such increased load requirements of the Customer. For the purpose of this Rule, the term "substantial" shall mean fifteen percent (15%) or more.

6.08 FACILITIES LOCATION:

In the event the initial or subsequent demand of the Customer requires transformer capacity of 75 kva or more, the Customer shall, if required by the Company, provide on his premises necessary space and right-of-way for the installation by the Company of its transformation equipment and other necessary facilities. Such space, if enclosed, shall be adequately ventilation and otherwise acceptable to the Company. The Company shall have the right of full and free ingress to and egress from all of its electric facilities. After any such facilities have been located on the premises of the Customer, the cost of any subsequent change in the location thereof, made at the request of the Customer shall be paid by the Customer, if required by the Company.

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**GENERAL RULES AND REGULATIONS
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The Customer at all times shall protect the property of the Company on the premises of the Customer and shall permit no person other than the employees and agents of the Company and other persons authorized by law to inspect, work on, open or otherwise handle the wires, meters or other facilities of the Company. In case of loss or damage to the property of the Company on account of any carelessness, neglect or misuse by the Customer, any member of his family, or his agents, servants or employees, the Customer shall, at the request of the Company, pay to the Company the cost of any necessary repairs or replacements of such facilities or the value of such facilities.

6.10 TAMPERING WITH COMPANY FACILITIES:

The Company may discontinue service to a customer and remove its facilities from the Customer's premises, pursuant to Rule 5, when evidence is found that any portion of the Company's facilities has been tampered with in such manner that the Customer may have received unauthorized service. In such event, the Company may estimate from available information to have been used, but not registered by the Company's meter, and collected together with all expenses incurred by Company on account of customer unauthorized act(s), and to increase the amount of his cash deposit or indemnity bond or other credit arrangement in accordance with 3.03(B) before electric service is restored; and, in addition thereto, the Customer shall be required to bear all costs incurred by the Company for such protective equipment as, in the judgment of the Company, may be necessary.

6.11 ATTACHMENTS TO COMPANY'S FACILITIES:

Except upon prior written consent of the Company, no person shall attach anything of any kind and nature to the electric facilities of the Company wherever located and the Company reserves the right to remove forthwith and without notice any unauthorized attachment to its facilities.

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6.12 INDEMNITY TO COMPANY:

The Customer shall indemnify, save harmless and defend the Company against all claims, demands, cost or expense, for loss, damage and injury to persons or property, in any manner directly or indirectly connected with, or growing out of the distribution or use of electric service by the Customer at or on the Customer's side of the point of delivery.

6.13 PRORATION OF DEMAND CHARGES:

In the event the Customer's electric load requirements are temporarily curtailed or substantially reduced because of damage to or destruction of the Customer's premises or equipment due to an Act of God or because of a labor strike of the Customer's own employees employed at the premises of the Customer, the Company shall, upon request by the Customer, prorate the demand charges which would otherwise be applicable for the electric service supplied to the Customer during not more than six (6) months of curtailed or reduced load requirements of the Customer.

6.14 PARALLEL OPERATION:

No Customer shall operate or permit operation of electric generating equipment in parallel with electric service supplied by the Company except as may be permitted under the Customer's service agreement.

6.15 CUSTOMER TO FURNISH RIGHT-OF-WAY:

The Customer will provide or procure for the Company such rights-of-way (including permission to trim or remove any trees that may interfere with the operation of the Company's facilities) as are satisfactory to the Company, across property owned or otherwise controlled by the Customer, for the construction, operation and maintenance by the Company of its facilities necessary or incidental to the supplying of such electric service.

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6.16 ACCESS TO CUSTOMER PREMISES:

The Customer shall give the duly authorized agents and employees of the Company, when properly identified, full and free access to the premises of the Customer at all reasonable hours for the purpose of constructing, installing, inspecting, adjusting, repairing, maintaining, replacing or removing any of the Company's facilities on the premises of the Customer, reading meters, or for any other purpose incidental to the electric service supplied by the Company.

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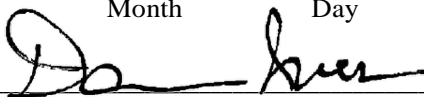
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**GENERAL RULES AND REGULATIONS
APPLYING TO ELECTRIC SERVICE****4. BILLING AND PAYMENT****4.01 BILLING PERIOD:**

Normally, the Company will read the Customer's meter monthly, and bills based on such monthly readings will be rendered at intervals of approximately one month. The Company shall have the right to read meters and render bills more frequently than monthly, and, in such event, the total of the minimums of such bills for any one month shall not exceed the monthly minimum required under the applicable rate schedule.


4.02 CONTENT OF BILLS:

A. Each bill for electric service shall show the following:

1. The beginning and ending meter registration for the reading period or the usage for the billing period obtained from an electronic meter except that an estimated bill should disclose that it is based on estimated usage;
2. The date the meter was read and the date of the bill;
3. The final date by which a payment can be received before a delinquency charge is imposed;
4. Actual or estimated usage during the billing period;
5. The amount due if payment is made prior to the final date by which payment can be received before the bill is deemed delinquent and the amount due if payment is received after the bill is deemed delinquent;

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6. The amount of additional charges for past due accounts, security deposits, collection, reconnection and/or disconnection charges, installment payments and other utility charges authorized by the State Corporation Commission;
 7. The total amount due for the current billing period;
 8. The amount due, separately stated, for franchise taxes and sales taxes;
 9. The address and telephone number of the Company and the identification of the person or office where a Customer may report a disputed bill, make an inquiry concerning a bill, delinquency or termination of service, or otherwise inquire.
 10. General information explaining overall changes in rate changes in rates and customer changes must be made available to customers through bill inserts or direct mail when new rates are implemented due to a rate case.
- B. Any adjustments to previous billings which were based on estimated usage or Customer meter readings shall be shown on the bill. The adjustment shall be made after the Company has determined the actual usage by a meter reading, if available and usable pursuant to Rule 9.12(B)(1-3) and shall be calculated for the period between the prior and most recent meter reading available and usable by the Company. If the Customer owes the Company additional money as a result of the adjustment, except in cases under Rule 5.01(H) the Customer, upon his request, shall be permitted to pay the additional charge in equal monthly installments over a period of time at least equal to the adjusted billing period. If the Company owes the Customer a refund, it shall appear as a credit on the Customer's next bill. If the credit exceeds \$10, upon Customer request, the Company shall refund the overpayment.

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**GENERAL RULES AND REGULATIONS
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- C. The Company may include on the bill for electric service other charges for special services. Special services are those not authorized by tariff or otherwise specifically regulated by the Commission, such as the sale of merchandise, insulation or services performed in connection therewith. Charges for special services shall be designated clearly and separately from charges for electric service. Partial payments shall be applied first to the balance currently due for utility service beginning with the oldest service debt, then to additional utility charges (such as disconnection, reconnection or returned payment fees) and then to special charges.
- D. If the Customer is paying under an average payment plan, each bill shall also clearly disclose the difference of the total amount paid to date as compared to the cumulative actual usage, in dollars, to date.
- E. If the Customer is paying an arrearage under the Cold Weather Rule or other payment plan, those monthly amounts shall be printed on the bill and clearly labeled.

4.03 PAYMENT OF BILLS:

- A. A bill for electric service supplied by the Company shall, upon rendition (by mailing or serving), become due and payable in the net amount thereof.
- B. A bill for electric service is considered paid when the full amount due is received by mail or at an authorized pay agent of the Company. Payments due on Saturday, Sunday or a legal holiday shall be considered as paid when due if received on the next business day.
- C. Bills for electric service may be paid in cash, check, or with approved credit and debit cards. Non-residential Customers will be limited to \$5,000 per transaction and will pay to authorized agent a fee of 2.7%.

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**GENERAL RULES AND REGULATIONS
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D. The following describe the Company's bill payment methods:

- a. Mail: Payment may be made by mail with a check or money order along with bill stub. The Company may require a returned payment fee for payments returned for any reason other than bank error. (Evergy Kansas Metro Rule 4.06 (C));
- b. Recurring Payment: Payment may be made automatically each month from customer's bank account through the Company's recurring payment program or may be done by use of approved credit or debit card. The Company may require a returned payment fee for any reason other than bank error. (Evergy Kansas Metro Rule 4.06 (C));
- c. Pay in Person: Payment may be made in person with cash, check, or money order, along with bill stub, at a Company authorized pay station. A list of locations is accessible from the Company's website or by calling the Company's toll free customer service phone number. The Company may require a returned payment fee for any reason other than bank error (Evergy Kansas Metro Rule 4.06 (C));
- d. Pay On Line: Payment may be made online via an ACH debit from the customer's bank account. Payment by this method is accessible through the Company's website. The Company may require a returned payment fee for any reason other than bank error (Evergy Kansas Metro Rule 4.06 (C)); and
- e. Pay By Phone: Payment may be made by phone via an ACH debit from the customer's bank account or may be done by use of approved credit or debit card. Payment by this method is accessible through the Company's local or toll free customer service phone number. The Company may require a returned payment fee for any reason other than bank error (Evergy Kansas Metro Rule 4.06 (C)).

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**GENERAL RULES AND REGULATIONS
APPLYING TO ELECTRIC SERVICE**

- f. Associated transaction fees by payment type and method:
- | | | |
|------|---------------------|--|
| i. | Bill Payment | \$0.00 per transaction |
| ii. | Pay In-Person | \$0.00 per transaction |
| iii. | Pay On-Line | \$0.00 per transaction |
| iv. | Pay By Phone | \$0.00 per transaction |
| v. | Pay By Credit/Debit | \$0.00 per transaction, residential
2.7% per transaction, non-residential |

- E. A bill is deemed delinquent if not paid by the due date stated on the bill. A Customer served under a Residential rate schedule, except those on average payment plans, must render payment so credit can be posted to the Customer's account prior to preparation of the Customer's next normal billing. Any unpaid bill for service under any other rate schedule shall become delinquent on the sixteenth (16th) day after rendition.
- F. When a bill becomes delinquent, a late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current utility service will be added to the Customer's bill, and collection efforts by the Company may be initiated.
- G. Non-residential Customers may request a 14-day extension of the date upon which unpaid bills become delinquent. A one percent (1%) charge will be applied to each month's bill, and will be paid by the Customer regardless of when payment is made. If the Customer fails to pay an undisputed bill before the extended delinquent date, the Customer will not be eligible in the future for an extended delinquent date, and the late payment charge in 4.03(F) will apply to all subsequent bills that remain unpaid on the 16th day after rendition.
- H. Pursuant to Rule 5.01, disconnection of service may result for delinquency of payment. Appropriate collection, disconnection and reconnection charges as detailed in Rules 5.06 and 5.08 shall be applied.

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**GENERAL RULES AND REGULATIONS
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Failure of the Customer to pay any amount due the Company under the Customer's service agreement in the full amount due before the same becomes delinquent shall constitute a default by the Customer in his service agreement. The Customer's obligation to pay the amount due the Company under the Customer's service agreement shall be separate from other obligations and claims between the Company and the Customer. Failure by the Customer to pay obligations to and claims by the Company, other than amounts due the Company under the Customer's service agreement, shall not constitute a default justifying discontinuance of electric service under Rule 5.01 and the failure of the Company to pay obligations to or claims by the Customer, or to give the Customer credit therefore shall not justify failure by the Customer to pay the amount due the Company under the Customer's service agreement nor prevent default by the Customer.

4.05 MAILING BILLS:

Normally bills will be sent by mail to the service address or such other mailing address designated by the Customer. If a non-residential Customer is otherwise unable to make timely payments due to the Customer's accounting procedures, the Company shall offer to issue a duplicate bill to the home office or other location from which payment will be made as a means of expediting payment. The non-receipt of a bill by the Customer shall not release or diminish the obligation of the Customer with respect to the full payment thereof, including penalties and interest.

4.06 OTHER CHARGES:

- A. **TEMPORARY SERVICE MINIMUM FEE:** The Customer shall pay the Company the total estimated cost of connecting and disconnecting the Company's facilities pursuant to Rule 2.03. In no case will the charge be less than \$25.

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- B. **METER READING FEE:** In the event a Customer does not furnish a meter reading pursuant to Rule 9.12, the Company may read the meter and charge the Customer \$5.
- C. **RETURNED CHECK CHARGE:** A charge not to exceed \$30.00, the maximum provided by K.S.A. 21-3707, may be assessed when a Customer's check is returned due to insufficient funds.
- D. **METER TEST FEE:** The Company may charge \$15 for meter tests made at the Customer's request if upon test the average meter error is found to be 2% or less.

4.07 AVERAGE PAYMENT PLAN:

- A. **AVAILABILITY:** The Average Payment Plan (Plan) is available to Customers receiving service under any Residential Service or Small General Service rate schedule. Qualified Customers may elect to be billed, and must pay, for all electric service provided by the Company under said rate schedules in accordance with the terms and provisions of the Plan. The Plan is a self-adjusting program that tends to smooth out monthly fluctuations of electric service bills.
- B. **ELIGIBILITY:** To be eligible to be billed under the terms and provisions of the Plan, the Customer must meet the following requirements:
 - 1. The Customer must be currently receiving service under one of said schedules.
 - 2. The Customer must have received service continuously at the Customer's present premises for at least twelve (12) months prior to the election or agree to Company's estimate for such service to be determined in accordance with Rule 4.07(E).
 - 3. The Customer must not have any delinquent amount not in dispute with the Company.

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4. The Customer must satisfy, and be in conformance with, the Company's General Rules and Regulations Applying to Electric Service.
- C. **ELECTION:** Each month the Company will notify eligible Customers then served under Residential Service or Small General Service rate schedules of the Plan by issuing a bill which shall contain two amounts: the actual amount due, and the Average Payment amount due under the Plan. The Customer elects to pay under the Plan if the Customer pays the Average Payment amount. A Customer may also elect to be billed under the Plan at any time by contacting the Company's Customer Care Center.
- D. **PAYMENT OF ARREARS UNDER THE PLAN:** Customers who have an account balance in arrears shall be informed of, and may elect to be billed on this Average Payment Plan, if the following conditions are satisfied:
1. The arrearage is not as a result of default of a previous payment agreement, including an agreement under the provisions of the Cold Weather Rule or this Rule 4.07(D);
 2. The arrearage is not as a result of tampering or diversion;
 3. The Customer agrees to pay, in twelve equal installments, an amount equal to the amount in arrears, divided by twelve (12), plus the Average Payment amount, to be determined in accordance with Rule 4.07(E).

Any Customer who fails to make timely payments of the Average Payment plus one-twelfth of the arrears amount, or who causes or permits diversion of electric service, shall be considered in default, and subject to disconnection in accordance with the provisions of Rule 5. The Company may require payment in full of the total amount in arrears as a condition of reconnection. A Customer who is in default will be removed from the Average Payment Plan, and shall not be eligible for participation in the Plan until all amounts owed are paid in full.

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**GENERAL RULES AND REGULATIONS
APPLYING TO ELECTRIC SERVICE****E. AVERAGE PAYMENT AMOUNT:**

1. If the customer has twelve (12) months of usage history at the premises, the calculation of the Plan payment will be the average of the last twelve (12) months of bills for the customer. Each month, the Company will average the prior twelve (12) bills for the customer, along with the cumulative balance of the Plan payments compared to actual usage ((prior 12 bills + over/under balance) ÷ 12); commencing sixty (60) days from the effective date of the tariff, the Plan payment will automatically adjust on the next month's bill if there is more than a 10% variance in the calculation from the current Plan payment amount.
2. If the customer does not have twelve (12) months of usage history at the premises, the Plan payment will be the average of the last nine (9) months of bills for the customer.

If the customer does not have nine (9) months of usage history at the premises, but is otherwise eligible for an average payment plan, the customer must speak to a customer service representative (CSR). At that time, the CSR will manually calculate an average payment amount by viewing usage history of nearby customers with like premises.

For the purpose of calculating an average payment amount, "like premises" means premises of customers served under the same rate schedule for customers serviced under Residential Service rate schedules and "like premises" means premises of customers served under the same rate schedule and operating in a similar industry for customers serviced under Small General Service rate schedules.

Customers serviced under Small General Service rate schedules who have less than nine (9) months of usage history at the premises shall be ineligible for the plan if usage history of nearby customers with like premises is not available.

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**GENERAL RULES AND REGULATIONS
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3. Adjustments:

- a. The monthly amounts payable under the Plan will be adjusted to reflect any rate schedule changes.
- b. The monthly amounts payable under the Plan may be adjusted for abnormal weather conditions, historical usage at the current premise, or other factors. The estimated annual adjusted billing, and thus the monthly level payment amount, may be revised if the earlier estimate was underestimated or overestimated due to customer use, weather conditions, rate tariff changes, or other factors.

4. Review of Contract:

Customer may, at any time, request that the Company review the account for a modification to the average payment amount

F. PAYMENT:


If the Average Payment Amount due is not paid before the delinquent date stated on the bill and the amount has a debit balance, the Customer will be billed a late payment charge in an amount equal to two percent (2%) of the Average Payment Amount due.

G. TERMINATION: The election shall continue from month to month, unless terminated upon the occurrence of any of the following events:

1. The Customer closes his account with the Company. The Company will render a final bill to the Customer based upon actual unpaid usage to date.
2. The Customer requests termination of Plan billing. Upon termination, the Customer's unpaid usage to the latest billing date plus any arrears shall be due and payable.

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3. If the Customer fails to make payment by the due date stated on any bill rendered under this Plan, Plan billing may be terminated. The Customer's unpaid usage plus arrears shall be due and payable, and bills based on actual usage will be subsequently issued. The Customer may reelect to be billed under the Plan by paying all amounts due and notifying the Company's Customer Communication Center.

4. No interest shall be due from or payable to the Customer as a result of Plan termination.

H. **GENERAL RULES AND REGULATIONS APPLICABLE:** Except as expressly set forth above, this Plan in no way modifies, terminates or suspends any of the Company's or Customer's rights or obligations, under the General Rules and Regulations Applying to Electric Service, including but not limited to payment of bills and discontinuance of service provisions.


4.08 ESTIMATED BILL PROCEDURE:

A. ESTIMATION METHOD:

1. For customers with Advanced Metering Infrastructure (AMI) meters, when a current meter read is unavailable, the system will average consumption from the last read plus three-prior days to estimate the read. If that information is not available, a second estimation attempts will be made. The system will average the usage from five historical reads from the previous year. It will average the usage from the read in prior year from the same day as being estimated along with the three days prior and one day after. If the second estimation attempt is not successful, then the estimation is a manual process. The Billing Department will estimate usage based on historical usage information from the same premise and if and not available, the usage of customers with like premises.

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**GENERAL RULES AND REGULATIONS
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2. For customer with non-AMI meters, when a current meter read is unavailable, the system will average the usage from the prior year in the same billing month, the usage 35 days before and the usage 35 days after that month. If that information is not available, a second read estimation attempt will be made by averaging the usage from the prior two readings. If the second estimation attempt is not successful, then the estimation is a manual process. The Billing Department will estimate usage based on historic usage information from the same premise and if not available, the usage of customers with like premises.

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**GENERAL RULES AND REGULATIONS
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5. DISCONTINUANCE OF SERVICE

5.01 DISCONTINUANCE OF ELECTRIC SERVICE:

The Customer shall at all times observe and perform his obligations to the Company under his service agreement. The Company may discontinue or refuse service for any of the following reasons:

- A. When requested by the Customer.
- B. When a bill becomes delinquent as specified in Rule 4.03 and after proper notice, as defined below in Rule 5.04, has been given the Customer.
- C. When a dangerous condition exists on the Customer's premises.
- D. When the Customer fails to provide credit information, security deposit or guarantee as specified in Rule 3 or has a previous undisputed and unpaid separate account for electric service with the Company.
- E. When the Customer misrepresents his or her identity for the purpose of obtaining electric service. If the Company has reason to suspect that the Customer has provided false or incomplete information for the purpose of obtaining electric service, the Company may require the Customer to provide positive proof of identity and/or residence pursuant to Rule 3.01(B).
- F. When the Customer refuses to grant Company personnel access, during normal working hours, to equipment installed upon the premises of the Customer for the purposes of inspection, meter reading, maintenance or replacement.
- G. When the Customer violates any rule of the Company which might adversely affect the Customer's or others' safety or the integrity of the Company's delivery system.

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**GENERAL RULES AND REGULATIONS
APPLYING TO ELECTRIC SERVICE**

- H. When the Customer causes, permits or benefits from the unauthorized interference with, or physical diversion or use of utility service.


5.02 EXCEPTIONS:

The Company shall not discontinue service for the following circumstances:

- A. The failure of the Customer to pay for special charges.
- B. The failure of the Customer to pay for service received at a concurrent and separate metering point, residence or location. In the event of discontinuance or termination of service at a separate metering point, residence, or location in accordance with the Rules, the Company may transfer any unpaid balance to any other service account with the Customer's written consent, provided, however, that in the event of the failure of the Customer to pay a final bill at any metering point, residence or location, the Company may transfer such unpaid balance to any successive service account opened by the Customer for the same class of service, and may discontinue service at such successive metering point, residence or location for nonpayment of such transferred amount.
- C. The failure of the Customer to pay for a different class of service received at the same location. The placing of more than one meter at the same location for the purpose of billing the usage of specific devices under optional rate schedules or provisions is not construed as a different class of service for the purpose of this Rule 5.02.
- D. The failure of the Customer to pay an amount which is disputed in good faith; provided, however, that the Customer pays amounts not in dispute.
- E. The failure to pay an unpaid service account more than five (5) years old if the service agreement was signed or three (3) years old if service was provided under an oral request for service.

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**GENERAL RULES AND REGULATIONS
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- F. If a Residential Customer establishes with the Company that discontinuance of service would be especially dangerous to the health of the Customer, resident member of the Customer's family or other permanent resident at the Customer's service address and (i) such Customer is unable to pay for such service in accordance with the requirements of the Company's billing, or (ii) is able to pay for such service only in installments, the Company shall either allow payment in reasonable installments or postpone discontinuance of service for at least twenty-one (21) days so that the Customer can make arrangements for reasonable installment payments. In determining whether discontinuance would be especially dangerous to health, consideration shall be given to the weather, and the Customer's or other residents' medical condition, age or disability. The Company reserves the right to request written medical confirmation of the medical condition or emergency. The Company may allow installment payments of currently due amounts under a satisfactory credit arrangement.

5.03 AVAILABILITY OF COMPANY PERSONNEL:

Except for discontinuance pursuant to Rule 5.01(A), (C), (G), or (H), the Company shall not disconnect service of any Customer unless:


- A. The Company's offices or authorized personnel identified in the notice of disconnection pursuant to Rules 5.04(F)(6) are available one hour after disconnection and on the full day following disconnection for the purpose of making payment arrangements, or obtaining reconnection.
- B. The Customer has had an opportunity to pay, at the service address, amounts due for utility charges and thereby either avert disconnection or provide for reconnection.

5.04 CUSTOMER NOTIFICATION:

The Company shall not disconnect service to any Customer without first giving notice according to the following schedule:

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- A. Ten (10) days written notice shall be given prior to disconnection unless discontinuance is (i) at the Customer's request, or (ii) a dangerous condition exists, or (iii) a violation of the Company's Rules which might adversely affect the Customer's or other's safety or the integrity of the Company's delivery system occurs, in which case immediate disconnection may take place.
- B. If an unauthorized interference or physical diversion of service is involved, the Company may discontinue service immediately. However, if the Company has knowledge that persons other than the Customer or members of the Customer's family are residing at the premises where such unauthorized interference or diversion is taking place, the Company shall give such persons a two (2) day written or twenty-four (24) hour oral notice prior to discontinuance of service.
- C. If the Customer fails to provide the requested positive proof of identity or residence within the time period(s) specified in 3.01(B), the Company may disconnect service. The Company will attempt to make telephone or personal contact with the Customer, and if the Customer is contacted, disconnection may take place after 48 hours has elapsed. If the Company fails to make telephone or personal contact, disconnection may take place ten (10) days after the written notice of disconnection is mailed. As part of all written and verbal contacts with the Customer pursuant to this Rule 5.04(C), the Company will advise the Customer how to contact the Consumer Protection Office of the Kansas Corporation Commission.
- D. Notice of impending disconnection of service shall be sent separate from other bills, information, or advertising, or delivered to the account's name and address and, in the case of residential occupancy, to the address where service is provided. Notice by mail is complete upon mailing. The Company shall maintain a record of the date the notice is mailed and the effective dates of the notice. The notice shall be effective for one (1) month after first available day for disconnection as described in 5.04 (A).

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- E. If a proposed disconnection of service involves more than one residential dwelling unit, notice of disconnection shall be posted in the residential common area at least five (5) days prior to the disconnection date unless a dangerous condition exists that threatens the safety of the Customer or others.
- F. The disconnection notice shall contain the following information:
1. The name and address of the Customer and the address, if different from the Customer's address, where service is provided.
 2. A clear and concise statement of the reason for the proposed discontinuance of service and the cost and conditions for reconnection of service.
 3. The dates between which service can be discontinued unless the Customer takes appropriate action.
 4. Terms under which the Customer may avoid discontinuance of service.
 5. A statement that discontinuance of service may be postponed or avoided if the Customer can demonstrate that special circumstances prevent timely payment and satisfactory credit arrangements are made with the Company for payment of the bill(s) not in dispute.

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6. A statement to apprise the Customer of the availability of an administrative procedure which may be utilized in the event of a bona fide dispute or under circumstances such as provided in Rule 5.02(F). The address, telephone number and name of the Company office or designated personnel empowered to review disputed bills, rectify errors, and prevent disconnection of service shall be clearly set forth. The notice shall state that the Customer may meet with a designated employee of the Company to present his or her reasons for disputing a bill or other reasons why service should not be discontinued, or to request credit arrangement or postponement of service disconnection.

- G. At least 48 hours prior to the date on which disconnection is scheduled to occur, the Company will attempt to inform the Customer by telephone that disconnection may take place.


5.05 DISCONNECTION PROCEDURE:

A Company employee sent to disconnect a Customer's electric service shall, immediately prior to disconnection, make a reasonable effort to:

- A. Identify himself or herself to the Customer or other responsible person then upon the premises and shall announce the purpose of his or her presence.
- B. Identify and record the name of the person contacted.
- C. Accept payment of all amounts tendered which are necessary to avert disconnection.
- D. Record statements disputing the accuracy of a delinquent bill and/or disputing the accuracy of the Company's findings concerning the cause for discontinuance.
- E. Record statements concerning the medical condition of any permanent resident of the premises.

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- F. In the event that the Company's employee cannot contact the Customer, a conspicuous notice shall be left at the premises that indicates the date and time of disconnection of service and the address and phone number of the Company where the Customer can arrange to have service restored.

5.06 COLLECTION AND DISCONNECTION CHARGE:

If electric service becomes subject to disconnection pursuant to Rule 5.01, the Company shall send a Representative to the service address to (1) collect the delinquent amount due, (or) (2) make credit arrangements, satisfactory to the Company, for payment of the delinquent amount due, or (3) disconnect service if the Representative is unable to contact the Customer or if payment is not made. When it is necessary for a Representative to visit the service address for the purpose of collecting a delinquent payment, except as provided for in 5.10 (D)(2), one of the following charges shall be assessed the Customer:

Collection without disconnection of service	\$ 5.00
Disconnection of service at a meter	\$ 6.00
Disconnection of service at pole or service pedestal	\$ 8.00

5.07 RECONNECTION OF ELECTRIC SERVICE:

The Company may impose a reconnection charge as a condition precedent to the restoration of electric service to a Customer whose electric service has been discontinued for any reason whatsoever, including discontinuance at the request of the Customer. If electric service is discontinued for nonpayment by the Customer of any delinquent electric service bill, the Company shall not be required to restore electric service to the Customer until all such delinquent bills, together with any collection, disconnection and reconnection charges provided for in Rules 5.06 and 5.08 have been paid or a payment agreement has been entered into, and the Customer shall have complied with the credit regulations of the Company.

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At all times, the Company will attempt to restore service that has been disconnected on the day requested, and in any event, no later than the next business day following the day requested by the Customer.

5.08 RECONNECTION CHARGE:

If a non-Residential Customer orders disconnection and reconnection at the same premise within a period of 12 months, the Company may collect, as a reconnection charge, the sum of the customer charges and facility charges as would have otherwise been incurred.

If electric service is discontinued for non-payment of a bill or for violation of any other provision of the Customer's service agreement except tampering and or diversion, the Company shall assess reconnection charges to the Customer as follows:

Reconnection of service meter	\$ 20.00
Reconnection of service at the pole or service pedestal	\$ 30.00

If electric service is discontinued for tampering and or diversion, the Company shall assess reconnection charges to the Customer as follows:

Reconnection regardless of point of reconnection	\$55.00
(Excessive damage of Company property will result in additional charges.)	

5.09 DISPUTED BILLS:

A. If the Customer advises the Company prior to the date of the proposed discontinuance of service, that all or part of a billing is in dispute or that the Company's reasons for discontinuance are factually invalid, the Company shall:

1. Immediately record the date, time and place the complaint is made.

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2. Postpone discontinuance until a full investigation is completed and the dispute found to be invalid.
 3. Investigate the dispute promptly and completely.
 4. Attempt to resolve the dispute informally in a manner mutually satisfactory to both parties.
- B. A Customer may advise the Company that a bill is in dispute in any reasonable manner such as by written notice, in person or by telephone call directed to appropriate personnel of the Company.
- C. The Company in attempting to resolve the dispute in a mutually satisfactory manner, may employ telephone communication, meetings with Company personnel and the Customer or legal representative of the Customer, formal or informal hearings, "on-site" visits or any other technique reasonably conducive to settlement of the dispute.
- D. If the dispute is not resolved to the Customer's satisfaction after full investigation and the Company intends to proceed with disconnection of service, the Company shall advise the Customer of both formal and informal procedures available before the Commission. The Company will then give proper notice and proceed with disconnection procedures.
- E. Each year the Company will provide a description of the KCC complaint procedures to each of the Company's Customers. The notice shall include the address and telephone number of the Commission's Consumer Protection Office. Space shall be provided for Customer comments. Copies of comments received will be forwarded by the Company to the Commission's Consumer Protection Office.

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5.10 COLD WEATHER RULE:

- A. **AVAILABILITY:** The provisions of the Cold Weather Rule (CWR) allow for special payment and disconnection procedures for Residential Customers with unpaid arrearage. The provisions of the Cold Weather Rule to retain or restore service are applicable throughout the Cold Weather Period, which extends from November 1 through March 31.
- B. **DISCONNECTION DURING COLD WEATHER:** During the Cold Weather Period of November 1 through March 31, the Company shall not disconnect service to Residential Customers if the National Weather Service forecast for the Kansas City area includes temperatures of or below 35 degrees Fahrenheit (F) (or temperatures forecast to be in the "mid 30's") during the subsequent 48 hours unless:
1. It is at the Customer's request;
 2. The service is abandoned by the Customer;
 3. A dangerous condition exists on the Customer's premises;
 4. The Customer violates any rule of the Company which adversely affects the safety of the Customer or other persons, or the physical integrity of the Company's delivery system;
 5. The Customer causes or permits unauthorized interference with, or physical diversion or use of electric service (meter bypass) situated or delivered on or about the Customer's premises;
 6. The Customer misrepresents his or her identity for the purpose of obtaining or retaining utility service; or

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7. The Customer tenders an insufficient funds payment as the initial payment or an installment payment under the Cold Weather Rule payment plan and does not cure the insufficient payment during the 10-day period after a disconnection notice is sent to the Customer.

Under (1), (2), (3), (4), the Company may disconnect the service immediately. Under (5) or (6), the Company may disconnect the Customer 48 hours after a disconnection notice is left on the Customer's door or personal or telephone contact is made with the Customer of record and the telephone number of the Commission's Consumer Protection Office is given to the Customer, or 10 days after a disconnection notice is sent, whichever is quicker. Under (7), the Company may disconnect the Customer 10 days after the disconnection notice is sent if the Customer has not cured the insufficient payment during that 10-day period.


Services disconnected under (3) or (4) above must be restored as soon as possible after the physical problems defined in (3) or (4) have been corrected. Service disconnected under (5) must be restored as soon as possible after payment by the Customer of the full value of the diverted service, charges, costs, damages, plus deposit (refer to 6.10). The value of the diverted service shall be estimated based on the historic use of the Customer or the residence.

- C. **RESPONSIBILITIES OF CUSTOMERS:** In order to keep from having service disconnected when the temperature is 35 degrees or above, or to have service reconnected regardless of temperature, a Customer must comply with the following provisions. To qualify for the benefits of the Cold Weather Rule, the Customer shall:

1. Inform the Company of an inability to pay the bill in full;
2. Provide sufficient information to allow the utility to make a payment agreement;

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3. Make an initial payment of 1/12th of the arrearage amount, 1/12th of the bill for current consumption, the full amount of any disconnection or reconnection fees, plus any applicable deposit, pursuant to 5.10(E)(1), and enter into an 11-month plan for payment of the rest of the arrearage, or enter a payment plan as negotiated with the utility for the payment of the arrearage amount; and
4. Apply for federal, state, local or other assistance funds for which the Customer is eligible.

D. RESPONSIBILITIES OF COMPANY:

1. Once a year, at least 30 days prior to the Cold Weather Rule period, the Company shall mail a written notice of the Cold Weather Rule to each residential Customer who is currently receiving service, and to each residential Customer who has been disconnected during or after the most recent cold weather period and who remains without service.
2. Send one written notice mailed first-class at least 10 days prior to termination of service. A Customer may not be disconnected until a 48-hour forecast above the activating temperature is predicted by the Kansas City area National Weather Service. During the first 24 hours, which will be the day prior to disconnection, the Company shall make at least one telephone call attempt with the Customer of record and make one attempt at a personal contact with the Customer of record on the day prior to termination of service if telephone contact on that day was not made. The telephone call attempt(s) and personal contact the day prior to disconnection is in addition to the already existing notice requirements contained in the 5.04. If the Customer is not contacted during the phone call(s) or the personal contact the day prior to termination of service, the Company employee shall leave a disconnect message on the door on the day prior to disconnect. There will be no charge for this service.

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On the day of disconnection, the Company must receive a 24-hour forecast above the activating temperature from the Kansas City area National Weather Service. If the temperature is then forecast to be below the activating temperature, the disconnection may not be carried out and the Company must wait for another 48-hour forecast above the activating temperature and follow the same procedures prior to disconnection.

In the telephone contact(s), the 10-day written notice, the personal contact and the disconnect message on the door, in addition to the existing requirements in 5.04, the Company shall also inform the Customer of the existence of the Cold Weather Rule, that the Customer can avoid disconnection by complying with 5.10(C), and the telephone number of the Commission's Consumer Protection Office.

3. Inform the Customer of, or provide a list of the requirements of 5.10(C).
4. Inform the Customer of, or provide a list of organizations where funds are available to assist with payment of utility bills.
5. Inform the Customer of, or provide a list of all other pay arrangements for which the Customer might qualify. Prior to discussing any plan for Cold Weather Rule payments over a period of fewer than 12 months, the Company must inform the Customer of the Customer's right to have a level payment plan for current and future consumption and to have the arrearage amount paid through an initial payment and equal installment payments over the next 11 months.
6. Adopt and inform the Customers about a third-party notification plan.

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**GENERAL RULES AND REGULATIONS
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1. Security Deposits. The Company reserves its right under Rule 3.01 or 3.02 to require the Customer to make a cash deposit or furnish a surety bond. In lieu of a deposit or surety bond, a guarantee of payment by a third party, qualified in accordance with Rule 3.07 may be provided.
2. Default. The issuance of an insufficient funds check for the initial payment or for any installment of the payment plan, unless subsequently cured by the Customer, shall constitute a default of the Cold Weather Rule payment plan. A Customer who defaults on a Cold Weather Rule payment plan is not eligible for the arrearage average payment plan under 4.07(C) unless the arrearages from the prior Cold Weather Rule plan are paid. A Customer who defaults on a Cold Weather Rule payment plan is eligible to enter into a new Cold Weather Rule payment plan upon making an initial payment as set forth in Section 5.10(C)(3), paying any disconnect and reconnect charges, and complying with the Customer responsibilities provisions of section 5.10(C). A payment plan of any length that is negotiated by the Customer and the Company after the Customer has been informed of the payment plans required to be offered under the Cold Weather Rule is considered to be a Cold Weather Rule payment plan. However, a Customer with a payment plan of fewer than 11 months shall not be considered to be in default of the payment plan if the actual payments that have been made are equal or greater than the amount that would have been required under an 11-month payment plan for arrearages.
3. Renegotiation of Cold Weather Rule Agreement. The Customer should be encouraged to renegotiate Cold Weather Rule payments if the Customer receives utility or other lump sum assistance.

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**GENERAL RULES AND REGULATIONS
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Any and all wiring, appliances, or equipment required to transform, control, regulate, or utilize beyond the point of delivery the electric service supplied by the Company shall be furnished, installed and maintained by, and shall be the sole responsibility of the Customer.

6.02 PROTECTION EQUIPMENT:

Any Customer desiring protection against interruptions, phase failure, phase reversal, voltage variations or other temporary irregularities in electric service shall, at his own expense, furnish on such Customer's installation such protective equipment for such purpose.

6.03 CHOICE AND APPLICATION OF RATE SCHEDULES:

- A. The Customer shall be responsible for determining in advance, through application to the Company, the class or classes of electric service which will be designated by the Company and made available to the Customer and the applicable conditions of such electric service. The Customer shall be responsible for determining whether the Customer's installation and all portions thereof, are and will be suitable for operation at the voltage, phase and other characteristics of the class of service to be supplied by the Company.
- B. **POSTING:** The rate schedules of the Company currently in effect and on file with the Commission will be made available by the Company for inspection by any Customer during working hours at the regular business offices of the Company or may be viewed on the Company's website.

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**GENERAL RULES AND REGULATIONS
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- C. **CHOICE BY CUSTOMER:** If a Customer is eligible to take electric service from the Company under any one of two or more applicable rate schedules available for the class of electric service to be supplied by the Company, the choice of such rate schedule shall lie with the Customer.
- D. **ASSISTANCE BY COMPANY:** A customer will be assisted by the Company in the selection of the rate schedule under which electric service will be supplied to such Customer, based on the information at hand, but the responsibility for the selection of such rate schedule shall lie with the Customer.
- E. **CHANGE OF RATE SCHEDULES:** After a Customer has selected an applicable rate schedule under which he elects to take electric service from the Company, he will not have the right to change his selection of his applicable rate schedule available for that class of electric service for a period of one year. However, the Company may permit the Customer to terminate his existing service agreement during such one year period and enter into a new service agreement under a different applicable rate schedule available for that class of service if the Customer's electrical requirements prove to be different from those originally estimated or if there is a change in the character or conditions of the Customer's electric requirements and such change is based upon permanent rather than temporary or seasonal conditions.

6.04 STANDARDS AND APPROVALS:

The Customer's installation must conform with all applicable laws, the requirements of all governmental authorities having jurisdiction, the provisions of the National Electrical Code and the National Electrical Safety Code, rules, regulations, standards and reasonable requirements of the Company. All required approvals of the Customer's installation must be obtained by the Customer before the Company shall be obligated to commence or continue supplying electric service to the Customer.

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**GENERAL RULES AND REGULATIONS
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The Customer shall use the electric service supplied by the Company with due regard to the effect of such use on the Company's electric service to its other Customers and on the facilities and equipment of the Company. The Company may refuse to supply electric service or may discontinue electric service to a Customer, pursuant to Rule 5 if the Customer's installation is in an unsafe or dangerous condition or is so designed or operated as to disturb the electric service supplied by the Company to other Customers. Under no circumstances shall the Company be required to give notice of service disconnection when dangerous conditions threaten the safety of the Customer or others. Welding machines, large hoists and x-ray machines, primary capacitors, electric furnaces, equipment with excessive starting currents or intermittent or rapidly fluctuating load characteristics which adversely affect load regulation, and any experimental or unusual electric devices are expressly designated as disturbing uses and shall not be connected to the Customer's installation, except upon such prior special arrangements as may be made with the Company. If the Customer's installation of any such equipment requires the installation of separate or additional transformer capacity, the Company shall, upon request of the Customer, furnish and maintain such separate or additional transformer capacity and the Customer shall pay to the Company, in addition to his bill for electric service under the applicable rate schedule, a monthly rental charge therefor as set out in an applicable rate schedule.

6.06 INSPECTIONS AND RECOMMENDATIONS:

The responsibility of the Customer regarding his use of the electric service supplied by the Company is not set aside, and the Company shall in no way be liable, on account of any inspections or recommendations by the Company which are made as a courtesy to the Customer or as a protection to the electric service supplied by the Company to its other Customers. The Company reserves the right, but assumes no duty, to inspect the Customer's installation.

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**GENERAL RULES AND REGULATIONS
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An industrial or commercial Customer shall assume full responsibility for impairing the quality of his service if the Customer's connected load is substantially increased without prior written notice to the Company. Any such Customer may substantially increase his connected load or exceed his total estimated demand therefrom as provided for in his service agreement, only after written request by the Customer and written from the Company that the Company's facilities are adequate to supply such increased load requirements of the Customer. For the purpose of this Rule, the term "substantial" shall mean fifteen percent (15%) or more.

6.08 FACILITIES LOCATION:

In the event the initial or subsequent demand of the Customer requires transformer capacity of 75 kva or more, the Customer shall, if required by the Company, provide on his premises necessary space and right-of-way for the installation by the Company of its transformation equipment and other necessary facilities. Such space, if enclosed, shall be adequately ventilation and otherwise acceptable to the Company. The Company shall have the right of full and free ingress to and egress from all of its electric facilities. After any such facilities have been located on the premises of the Customer, the cost of any subsequent change in the location thereof, made at the request of the Customer shall be paid by the Customer, if required by the Company.

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Darrin Ives, Vice President

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THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

SCHEDULE _____ Section 6

EVERGY KANSAS METRO SERVICE AREA

(Territory to which schedule is applicable)

Replacing Schedule 1.48-1.53 Sheet 5

which was filed _____

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

Sheet 5 of 7 Sheets

**GENERAL RULES AND REGULATIONS
APPLYING TO ELECTRIC SERVICE****6.09 PROTECTION OF COMPANY'S PROPERTY:**


The Customer at all times shall protect the property of the Company on the premises of the Customer and shall permit no person other than the employees and agents of the Company and other persons authorized by law to inspect, work on, open or otherwise handle the wires, meters or other facilities of the Company. In case of loss or damage to the property of the Company on account of any carelessness, neglect or misuse by the Customer, any member of his family, or his agents, servants or employees, the Customer shall, at the request of the Company, pay to the Company the cost of any necessary repairs or replacements of such facilities or the value of such facilities.

6.10 TAMPERING WITH COMPANY FACILITIES:

The Company may discontinue service to a customer and remove its facilities from the Customer's premises, pursuant to Rule 5, when evidence is found that any portion of the Company's facilities has been tampered with in such manner that the Customer may have received unauthorized service. In such event, the Company may estimate from available information to have been used, but not registered by the Company's meter, and collected together with all expenses incurred by Company on account of customer unauthorized act(s), and to increase the amount of his cash deposit or indemnity bond or other credit arrangement in accordance with 3.03(B) before electric service is restored; and, in addition thereto, the Customer shall be required to bear all costs incurred by the Company for such protective equipment as, in the judgment of the Company, may be necessary.

6.11 ATTACHMENTS TO COMPANY'S FACILITIES:

Except upon prior written consent of the Company, no person shall attach anything of any kind and nature to the electric facilities of the Company wherever located and the Company reserves the right to remove forthwith and without notice any unauthorized attachment to its facilities.

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THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

SCHEDULE _____ Section 6

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**GENERAL RULES AND REGULATIONS
APPLYING TO ELECTRIC SERVICE****6.12 INDEMNITY TO COMPANY:**

The Customer shall indemnify, save harmless and defend the Company against all claims, demands, cost or expense, for loss, damage and injury to persons or property, in any manner directly or indirectly connected with, or growing out of the distribution or use of electric service by the Customer at or on the Customer's side of the point of delivery.

6.13 PRORATION OF DEMAND CHARGES:


In the event the Customer's electric load requirements are temporarily curtailed or substantially reduced because of damage to or destruction of the Customer's premises or equipment due to an Act of God or because of a labor strike of the Customer's own employees employed at the premises of the Customer, the Company shall, upon request by the Customer, prorate the demand charges which would otherwise be applicable for the electric service supplied to the Customer during not more than six (6) months of curtailed or reduced load requirements of the Customer.

6.14 PARALLEL OPERATION:

No Customer shall operate or permit operation of electric generating equipment in parallel with electric service supplied by the Company except as may be permitted under the Customer's service agreement.

6.15 CUSTOMER TO FURNISH RIGHT-OF-WAY:

The Customer will provide or procure for the Company such rights-of-way (including permission to trim or remove any trees that may interfere with the operation of the Company's facilities) as are satisfactory to the Company, across property owned or otherwise controlled by the Customer, for the construction, operation and maintenance by the Company of its facilities necessary or incidental to the supplying of such electric service.

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THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

SCHEDULE _____ Section 6

EVERGY KANSAS METRO SERVICE AREA

(Territory to which schedule is applicable)

Replacing Schedule 1.48-1.53 Sheet 7

which was filed _____

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

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**GENERAL RULES AND REGULATIONS
APPLYING TO ELECTRIC SERVICE**

6.16 ACCESS TO CUSTOMER PREMISES:

The Customer shall give the duly authorized agents and employees of the Company, when properly identified, full and free access to the premises of the Customer at all reasonable hours for the purpose of constructing, installing, inspecting, adjusting, repairing, maintaining, replacing or removing any of the Company's facilities on the premises of the Customer, reading meters, or for any other purpose incidental to the electric service supplied by the Company.

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By 
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