## BEFORE THE STATE CORPORATION COMMISSION OF THE STATE OF KANSAS

In the Matter of the Application ) of Evergy Kansas Central, Inc. and ) Evergy Kansas South, Inc. for Approval of ) Customer Forward Program Tariff Changes )

20-EKCE-357-TAR Docket No.

# <u>APPLICATION OF EVERGY KANSAS CENTRAL, INC. AND EVERGY KANSAS</u> <u>SOUTH, INC. FOR APPROVAL OF TARIFF CHANGES TO IMPLEMENT</u> <u>CONSOLIDATED CUSTOMER FORWARD PROGRAM</u>

COMES NOW Evergy Kansas Central, Inc. and Evergy Kansas South, Inc. (together as Evergy Kansas Central), and hereby request 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 Metro, Inc. In furtherance of this Application, Evergy Kansas Central states as follows:

1. Evergy Kansas Central is a Kansas 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 Central holds a certificate of convenience and authority issued by the Commission, authorizing Evergy Kansas Central to engage in such utility business. Evergy Kansas Central has previously filed with the Commission certified copies of its Articles of Incorporation under which it was organized 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 Kanas 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 Central and a parallel application for Evergy Kansas Metro, 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 Central are summarized in the table below and are also reflected in the clean and redlined versions of Evergy Kansas Central's tariffs, attached hereto.

Торіс	Tariff Pages Affected	<b>Description of Changes</b>
Average Payment Plan	Section 4.06, Sheets 16-21	Evergy is aligning the average pay plans between all jurisdictions. Changes to Evergy Kansas Central are (1) Updating the APP calculation to include the total utility balance each month; (2) implementing a minimum of 10% before adjusting the monthly APP payment amount; (3) elimination of the periodic

		review adjustment.
Align length of time to pay after a billing adjustment	Section 4.05.03, Sheet 13	For Evergy Kansas Central, the wording is being changed to allow the flexibility of more time to pay in the event of a billing adjustment. The words "at least" are being added to the tariff.
Estimation Process	Section 4.04.04, Sheet 10	All jurisdictions will have an update to the estimation process. For Evergy Kansas Central, the tariff language will be updated to align with the process to be used.
Meter Reading Charge	Section 4.04.05(a)-(b)	The tariff language will be changed from "shall" to "may" to align with the billing standards and allow more flexibility.
Extended Service Arrangement for Residential Customers	Section 5.09(a)-(c), Sheet 11- 12; Section 12.12, Sheet 1	This is an obsolete process that is no longer used. The language will be removed from the tariff.
Commercial Credit Card Payments	Section 12, Sheet 1, Section 12.15	Adding language that allows acceptance of commercial credit card payments up to \$5,000 per transaction with a fee of 2.7%
Residential TOU customers/APP	Time of Use Rate Schedule, Sheet 4	Updating the language to allow time of use customers to enroll in APP.
Diversion Charges	Section 4.07.05(iv), sheet 26	Adding language to collect all diversion related charges (usage, damages, etc.) prior to reconnect.

5. Currently, Evergy Kansas Central 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 Central 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 Central 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 Central 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 Central 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 I. Dinges

Cathryn J. Dinges (#20848) Corporate Counsel 818 South Kansas Avenue Topeka, Kansas 66612 Telephone: (785) 575-8344 Fax: (785) 575-8136 Cathy.Dinges@evergy.com

**Counsel for Evergy Kansas Central, 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 Kansas Central, 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.

Cathyn Vinges Cathryn Dinges

Subscribed and sworn to before me this  $\cancel{H}^{th}$  day of February, 2020.



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### 4. BILLING AND PAYMENT

#### 4.01 Payment of Bills:

- A. All bills for Electric Service are due and payable upon receipt. Normally bills shall be sent by mail. In addition, Company offers customers an electronic (e-mail) billing option. Customer may change this option at any time. The non-receipt of a bill by customer shall not release or diminish the obligation of customer with respect to the full payment thereof, including the delayed payment charge. If the last calendar day for remittance falls on a day when Company's authorized agents are not available to the general public, then the final payment date shall be extended through the next business day.
- B. Residential customer bills for Electric Service are delinquent on the date specified thereon. This date is the last date payments that are received can, in the normal and reasonable course of business, be credited to customer's account in preparation of the next succeeding normal bill. Unless otherwise specified by contract or applicable Rate Schedule, non-residential bills for Electric Service are delinquent 15 days after the mailing date of bill.

#### 4.02 Responsibility for Bill Payment:

A. Customer's failure to pay obligations to and claims by Company under customer's Service Agreement for utility related services shall constitute a default justifying discontinuance of Electric Service under Section 5 of these General Terms and Conditions. Customer's failure to pay Company other than amounts due Company under customer's Service Agreement for Electric Service, shall not be a default justifying discontinuance of customer's Electric Service under Section 5 of these General Terms and Conditions. Company's failure to pay customer when required or to give customer credit shall not justify customer's failure to pay the amounts due Company under customer's Service Agreement for utility related services nor prevent customer from being in default. Default shall be determined as follows:

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1. customer's failure to conform to th	ese General Terms and Conditions,

- 2. customer's failure to pay in full any delinquent amount due Company under customer's Service Agreement for utility related services, and
- 3. customer's obligation to pay in full any delinquent amount due Company under customer's Service Agreement for utility related services shall be separate from other obligations and claims between Company and customer.
- Β. Company shall not threaten or refuse service to, or threaten or disconnect Electric Service of, a customer for an outstanding debt on an account unless the individual either signed the service agreement on the account or agreed orally at time service was established to be responsible for the account. The only exception to this rule is when an individual and customer, who signed the Service Agreement or orally agreed to be responsible for the account at the time Electric Service was established, lived together when the debt was incurred and continue to live together.
- C. Company shall not threaten or refuse Electric Service to or threaten or disconnect Electric Service of customer for an outstanding debt more than five years old under a signed Service Agreement or three years under an oral agreement.
- 4.03 Methods of Payment
  - A. Payment By Mail:
    - Customers paying by mail shall place a check or money order in a clearly 1. addressed envelope and shall post such payment to cause it to arrive at Company's remittance processing center on or before the delinquency date.
    - If Customer pays by personal check and said personal check is returned by the 2. bank for non-payment due to insufficient funds, then Company may assess an Insufficient Funds Charge of \$30.00 pursuant to Sections 12.07.

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- 3. Company may require customer to make payment of bills by cash at an authorized pay agent location or by mailing certified checks or money orders.
- Company may convert personal checks into Electronic transactions. If Company 4. elects to convert personal checks into electronic transaction(s) and said electronic transaction is returned by the bank for non-payment due to insufficient funds, then Company may assess a charge of \$30.00 pursuant to Section 12.08, Insufficient Funds Service Charge.

#### B. Authorized Pay Agents:

- Company may contract with Authorized Pay Agent(s) to establish and maintain an 1. authorized network of non-utility businesses at appropriate locations where customers can make payments in person using personal checks, an electronic payment (ACH transaction), money order, certified checks or cash.
- 2. Authorized payment locations shall provide a complete list of all available payment options and the amount of any associated fees payable by customers.
- 3. If Customer pays by personal check and said personal check is returned by the bank for non-payment due to insufficient funds, then company may assess an Insufficient Funds Charge of \$30.00 pursuant to Section 12.07.
- 4. Company or its agent may convert personal checks into Electronic transactions. If Company or its agent elects to convert personal checks into an electronic transaction and said electronic transaction is returned by the bank for non-payment due to insufficient funds returns, then Company may assess a charge of \$30.00 pursuant to Section 12.08 Insufficient Funds Service Charge.
- 5. Company may require customer to make payment of bills by cash or by mailing certified checks or money orders.

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- C. Electronic Payment or Draft: Customer may request Company or an Authorized Pay Agent to issue a draft or electronic transaction on the customer's account in a U.S. financial institution for payment of customer's bill for utility services.
  - 1. The decision to accept an Electronic Payment shall be solely that of Company.
  - 2. Company may administer Phone Check requests through a live telephone representative or through automated processes such as an interactive voice response (IVR) system. Requests for Web Payment may be made through Company's Internet web site.
  - 3. Company shall credit an Electronic Payment through authorized payment processes to the customer's account as if payment had been received at Company's remittance center on the same business day as the customer's payment.
  - 4. Customer shall ensure that sufficient funds are available to pay the amount of the requested Electronic Payment or Draft.
    - An Electronic Payment returned to Company for insufficient funds may incur a a. charge pursuant to Section 12.08 Insufficient Funds Service Charge.
    - A Draft Payment returned to Company for insufficient funds may incur a b. charge pursuant to Section 12.07 Insufficient Funds Charge.
    - An Electronic Payment or Draft returned to Company for insufficient funds C. may cause customer's account to be deemed delinguent as if the payment had never been tendered.
    - Company may refuse to issue an Electronic Payment or Draft for a customer d. who has tendered to Company one or more insufficient funds payments.

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- D. Credit Card Payment: Customer may request Company or an authorized agent to accept payment by customer's credit card for payment of customer's bill for utility services. Commercial and Industrial customers will pay to authorized agent a fee not to exceed the amount specified in Section 12.15 Credit, Debit Card Fee. Residential customers will incur no fee.
  - 1. The decision to accept a credit card payment shall be solely that of Company or its authorized agent.
  - 2. Company may administer credit card payment requests through a live telephone representative or through automated processes such as an interactive voice response (IVR) system or through Company's Internet web site or an authorized agents web site.
  - Company shall credit a credit card payment through authorized payment processes 3. to the customer's account as if payment had been received at Company's remittance center on the same business day as the customer's payment.
  - 4. A credit card payment reversed for any reason may cause customer's account to be deemed delinguent as if the payment had never been tendered.
  - 5. Company or its agent may refuse to accept credit card payments from a customer who has obtained the use of a credit card improperly. This may include but is not limited to; reported or suspected use of credit cards in a fraudulent manner, reported or suspected use of stolen credit card or is defrauding the Company or owner of the credit card.
- E. ATM or Debit Card Payment: Customer may request Company or an authorized agent to accept payment by customer's debit or ATM card for payment of customer's bill for utility services. Commercial and Industrial customers will pay to authorized agent a fee not to exceed the amount specified in Section 12.15 Credit, Debit Card Fee. Residential customers will incur no fee.

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- 1. The decision to accept a debit or ATM card payment shall be solely that of Company or its authorized agent.
- 2. Company may administer debit or ATM card payment requests through a live telephone representative or through automated processes such as an interactive voice response (IVR) system or through Company's Internet web site or an authorized agents web site.
- 3. Company shall credit a debit or ATM card payment through authorized payment processes to the customer's account as if payment had been received at Company's remittance center on the same business day as the customer's payment.
- 4. Customer shall be responsible for and ensure that sufficient funds are available to pay the amount of the requested debit or ATM payment.
  - a. A debit or ATM card payment returned to Company for insufficient funds or reversed by customer may incur a charge pursuant to Section 12.08 Insufficient Funds Service Charge.
  - b. A debit or ATM card payment returned to Company for insufficient funds may cause customer's account to be deemed delinquent as if the payment had never been tendered.
  - c. Company or its agent may refuse to accept ATM or debit card payments from a customer who has obtained the use of an ATM or debit card improperly. This may include, but is not limited to; reported or suspected use of an ATM or debit cards in a fraudulent manner, reported or suspected use of stolen ATM or debit card or is defrauding the Company or owner of the ATM or debit card.

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F. Automatic Bill Payment Plan: Company may establish a program that will, upon a customer's request, systematically withdraw the customer's billed payments from his/her account at a bank or recognized financial institution.

If Customer pays by Automatic Bill Payment and said payment is returned by the bank for non-payment due to insufficient funds, then company may assess an Insufficient Funds Service Charge of \$30.00 pursuant to Section 12.08.

#### 4.04 Meter Reading

- 4.04.01 Meter Reading Periods: Unless otherwise provided for in Company's General Terms and Conditions or Rate Schedules or Riders, meters shall be read periodically in a range of no less than 26 days and no more than 36 days for monthly billings. Company may vary its monthly meter reading for customers to take into account the effects of connection, disconnection, or rerouting of meter routes. Company may adopt a cycle-billing plan for dividing its service territory into districts and for reading meters on a schedule of days throughout the month.
- 4.04.02 **Customer Read Meters:** 
  - a) Company may request customers in sparsely populated areas or customers with inaccessible meters, to read their meters at intervals approximating the billing period. Company's requests for meter readings by customers shall be on printed forms provided by Company or by customers using Company's Interactive Voice Recording (IVR) System. Such forms shall contain instructions as to method of obtaining the reading.

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b) While meter readings by customer will be used for billing purposes those readings shall not be considered final. Such customer's meters will be read at least once a year by Company and the readings obtained shall be compared with customer's readings. Company shall adjust customer's bill in accordance with subsection 4.04.03, <u>Estimated Bills</u>, if there is any difference between the readings. Except as provided in subsection 4.04.03, <u>Estimated Bills</u>, a final bill when Electric Service is discontinued shall be based on an actual reading by Company.

#### 4.04.03 Estimated Bills:

- a) Company may estimate customer's usage for a billing period and render a bill accordingly. Company may render a bill based on estimated usage only if the estimating procedures employed by Company and any substantial changes in those procedures have been approved by the Commission. Company may render a bill based on estimated usage in the following instances:
  - i) to seasonal customers, provided an appropriate Rate Schedule is filed with the Commission and an actual reading is obtained before each change in the seasonal cycle;
  - ii) when extreme weather conditions, emergencies, work stoppages, broken meters or other equipment failures or other circumstances beyond Company's control prevent actual meter readings;
  - iii) when Company is unable to reasonably obtain access to customer's premises for reading the meter and commercially reasonable efforts to obtain a reading of customer's meter, such as mailing or leaving preaddressed forms upon which customer may note the readings or IVR system which customer may call in the readings or enter the meter read via Company's Internet site have been unsuccessful;

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iv) when customer does not f Company; or	CONDITIONS	
v) as customer's final, initial or co	prrected bill, but only when:	
	provided any necessary adjustments upon a subsequent actual meter reading	
2) an actual meter reading usage, but is used in estim	g would not show an actual customer's nating usage; and	
3) an actual meter read broken meter or other equi	•	
a meter reading on pre-addressed by entering the meter read throug usage, Company shall consider	II, Company may request customer to provide d forms or through Company's IVR System or gh Company's Internet site. When estimating r customer's historical consumption, current ers for whom actual meter readings were ng period.	
providing otherwise, Company wi for more than three (3) consecuti year. If the meter is inaccessible a meter reading as requested, the necessary. Such customer's m Company and an adjustment, if r	is serviced under an approved Rate Schedule II not render a bill based on estimated usage ive billing periods or six (6) billing periods per and customer is unavailable or fails to furnish en Company may render an estimated bill as neters will be read at least once a year by necessary, shall be made as provided herein. a meter reading charge as provided in Section a special reading is required.	

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reasons therefore and efforts	nated bills, it will maintain accurate records of the made to secure actual readings for a period of at bills shall state that they have been based on	

subsequent reading of the meter by Company.

#### 4.04.04 Estimated Bill Procedure:

a) 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 attempt 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.

estimated usage and Company shall make any appropriate adjustments upon

b) 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.

a) Meter readers shall not make estimates of customer's usage. However, meter readers may provide specific knowledge of customer's unique circumstances to Company's Billing Department for calculation of an estimated bill.

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b) Company shall use one of t electric usage for billing purpo i) Calculation of peer group a	
A/B x C = Estimate usage	Ŭ,
$-\frac{1}{100} \times 0 = 100$	
Where:	
<ul> <li>A = peer's usage this monitage in the second second</li></ul>	
If usage from last yea estimate.	ar is unavailable, "B" shall be used as the
	evenue month, and town, usage total days used, eters which make up the days and usage.
ii) Historical electric usage o weather if necessary and l	of customer's meter being estimated adjusted for length of the billing period.
4.04.05 Meter Reading Charge:	

- a) If a customer who has agreed to read customer's own meter fails to furnish a reading to Company for two consecutive billing periods, Company shall read customer's meter and <u>may</u> assess customer a Meter Reading Charge as filed in Section 12.02, <u>Meter Reading Charge</u>.
- b) In cases where a meter has been read, Company, shall at customer's request, reread customer's meter. However, should the reread verify the accuracy of the regular read, Company <u>mayshall</u> assess customer a Meter Reading Charge as provided in Section 12.02, <u>Meter Reading Charge</u>. Should the reread of

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		customer's meter indicative waive the Meter Reading	te that the regular read was incorrect, Company will charge.	
4.05	Customer	Billing:		
	4.05.01	Information on Bill: Custom	ers' bills will show:	
		the billing period obtain	ng meter reading for the billing period or the usage for ed from an electronic meter except that an estimated nat it is based on estimated usage and the word on the bill;	
		b) the date of the most rece	ent meter reading and the date of the billing;	
		<li>c) the final date by which a Charge is imposed;</li>	a payment can be received before a Delayed Payment	
		d) the actual or estimated E	the actual or estimated Electric Service supplied during the billing period;	
			the comparative energy consumption for the current billing period and the comparable period a year ago;	
		<li>f) the fuel, power or energ the total amount due;</li>	y cost adjustment in cents per kilowatt-hour (kWh) and	
		<li>g) the amount due for pror payment;</li>	npt payment and the amount due after delinquency in	
		collection, connection,	charges due for past due accounts, Security Deposits, disconnection or reconnection charges, installment ing adjustments, and other utility charges authorized by	
		i) for customers on the Av	verage Payment Plan, the dollar amount of overage or	
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underage of amount paid to date as compared to the cumulative amount calculated under Company's normal billing process for the same period;

- j) the monthly amounts due from customers paying down an arrearage under the Cold Weather Rule or other payment plans;
- k) the total amount due for the current billing period;
- I) the amount due for franchise fee, state and local sales taxes or other surcharges stated separately, unless otherwise ordered by the Commission; and
- m) the address and telephone number of Company's office where customer may make a report, inquiry or complaint concerning a disputed bill, service rendered, account delinquency or termination of Electric Service.

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- 4.05.02 Charges for Special Services: Company may include on the bill for utility related services 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 utility services.
- 4.05.03 Billing Adjustments:
  - a) Any adjustment to a previous bill which was based on estimated usage or a meter reading by customer will be shown on the bill. The adjustment shall be calculated for bills rendered during the period between the prior and most recent meter readings by Company. The adjusted bill shall show the credit due to customer or the balance due and payable to Company. Any credit due to customer may be applied as credit to customer's subsequent bills.
  - b) However, if the amount is greater than the amount specified in Section 12.03, Credit Due Amount, and customer so requests, the amount will be refunded. If balance is due and payable to Company, customer may, upon request and approval of Company, pay the amount in equal monthly installments over a period of time at least equal to the adjusted billing period. In no case will an adjustment to an estimated bill be made for an amount which is less than the amount specified in Section 12.10, Adjusted Bill Amount.
- 4.05.04 Prorated Bills:
  - a) Unless otherwise provided for in the application Rate Schedule or Rider, customer's Electric Service bills will be prorated for connections, disconnections or rerouting of meter routes if the billing period is less than 26 days or more than 36 days.

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- b) Unless otherwise ordered by the Commission, Company shall prorate customer's bill during the billing month rates or tariffs become effective.
- c) If Company has an approved energy cost adjustment mechanism or purchased power adjustment mechanism or Rate Schedule providing for the adjustment of fuel and purchased power, proration of these charges will be at Company's option. If Company elects to prorate these charges, then each adjustment factor and the estimated usage associated with the adjustment factor must be shown on the bill.

#### 4.05.05 **Delayed Payment Charge:**

- a) If the bill becomes delinquent, a Delayed Payment Charge in an amount equal to 2 percent of the delinquent amount owed for current Electric Service will be added and Company may initiate any collection efforts.
- b) Non-Residential customers who are unable to make timely payment of bills before the delinquency date due to internal bill paying procedures will be given an opportunity to receive a copy of each bill at a second location at no additional cost. Moreover, if a non-Residential customer chooses, Company will allow an additional 14 days in which to pay monthly bills before they become delinquent provided that customer agrees to pay a fee each month equal to one percent of the amount owed for current utility service. Customer's service agreement will be canceled upon Non-Residential customer's request or upon customer's failure to pay any bill before the extended delinquency date. Once canceled, no new agreement with the same customer will be permitted.
- 4.05.06 Partial Payment: If customer makes partial payment for the total bill, payment will be credited first to the balance outstanding for Electric Service beginning with the oldest service debt, then to additional utility charges, such as disconnection or reconnection charges, and then to special charges.

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4.05.07	Combined Payment for Several M	eters:	
	a) Company may make an agre Payment Charge otherwise ap	plicable if customer:	
	<ul> <li>assumes responsibility for which become due on diffe</li> </ul>		lity bills from Company
	ii) notifies Company in writir Service is rendered includ	0 0	

- Service is rendered including the respective names in which the accounts are carried; and
- iii) intends to make payment of all bills on or before the delinquency date of any one of such accounts.
- b) Company shall have no obligation under this subsection 4.06.07 if customer fails to make payment within the time limit of the one account specified in customer's notice to Company.
- c) If payment is not made within the time selected for payment of the bill, then Company shall collect Delayed Payment Charges as required in Section 4.05.05 on the basis of each single billing. Company's agreement with customer shall automatically be canceled after the third time the Delayed Payment Charge is assessed against customer during any consecutive 12month period.

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- 4.05.08 <u>Meter Readings Not Combined</u>: Each class of Electric Service at each separate location supplied will be metered and billed separately. When more than one meter or metering facility is set at one premise for customer's convenience, or when customer has Electric Service at different premises, the readings of the separate meters will not be combined for billing purposes unless the applicable Rate Schedule provides otherwise. When more than one meter or metering facility is set for Company's convenience, the readings of the separate meters may be combined for billing purposes.
- 4.05.09 <u>Correction of Erroneous Bills</u>: In the event of an error in billing, Company shall issue a corrected bill. The corrected bill shall show the adjusted amount due or amount to be credited. Any amounts paid by customer on the erroneous bill shall be shown as a credit on the corrected bill. However, if the amount is greater than the amount specified in Section 12.03, <u>Credit Due Amount</u>, and customer so requests, the amount will be refunded. No corrected bill shall be issued for a period exceeding 12 months, unless the date of the error can be determined in which case the correction shall be computed back to but not beyond such date. No correction for erroneous bills need be made for amounts equal to or less than that specified in Section 12.04, <u>Bill Error Amount</u>.
- 4.06 Average Payment Plan:
  - 4.06.01 <u>Availability</u>: Upon mutual agreement between customer and Company the Average Payment Plan (APP) is available to any customer who qualifies for Electric Service under Company's Residential Electric Service and Small General Service rate schedules (excluding industrial) and Churches on any rate schedule.
  - 4.06.02 <u>Eligibility: To be eligible to be billed under the terms and provisions of the APP, the</u> <u>Customer must meet the following requirements:</u>
    - a) The Customer must be currently receiving service under one of said schedules.
       b) 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 the Company's estimate for such service to be determined in accordance with

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GENERAL TERMS AND (	CONDITIONS
<u>Company.</u> <u>d) The Customer must satisfy, an</u> <u>General Rules and Regulations A</u> <u>Application for Average Payment Plan: Comp</u> <u>payment shall constitute a request for</u> <u>4.06.03 Election: Commencing after the impl</u> <u>(CCB) system, each month the Com</u> <u>under Residential Service or Small C</u> <u>issuing a bill which shall contain two</u> <u>Average Payment amount due under</u> <u>the APP if the Customer pays the Average</u>	ny delinquent amount not in dispute with the nd be in conformance with, the Company's applying to Electric Service. pletion of Company's application for average
<ul> <li>account balance in arrears shall be in APP, if the following conditions are sated a) The arrearage is not as a result including an agreement under the Rule 4.06.04;</li> <li>b) The arrearage is not as a result of c) The Customer agrees to pay, in the amount in arrears, divided amount, to be determined in acconduct the arrears amount service, shall be considered in accordance with the provisions or prov</li></ul>	of default of a previous payment agreement, e provisions of the Cold Weather Rule or this f tampering or diversion; twelve equal installments, an amount equal to by twelve (12), plus the Average Payment

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participation in the APP until all amounts owed are paid in full.				

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4.06.053	GENERAL TERMS AN Calculation of Average Payment	ND CONDITIONS	
	calculate customer's APP monthl	y bill based upon available history estimated if not 2 calendar months. The monthly APP bill shall be	
	a) current Net Monthly Bill, plus		
	b) previous 11 Net Monthly Bills, estimated if not known, plus		
	<ul> <li>c) financial transactions that would impact customer's monthly bill (e.g., rebate a rebill), divided by</li> </ul>		
	d) twelve (12), plus		
	e) Periodic Review Adjustment amount.		
	Commencing with the implementation of the Customer Care and Billing (CCE system, the calculation of the Average Payment Plan will be as follows:		
	calculation of the Plan paymer of bills for the Customer. Each (12) bills for the Customer, alo payments compared to actual the Plan payment will automat	2) months of usage history at the premises, the t will be the average of the last twelve (12) months month, the Company will average the prior twelve ng with the cumulative balance of the Plan usage ((prior 12 bills + over/under balance)÷ 12); ically adjust on the next month's bill if there is more culation from the current Plan payment amount.	

I 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 APP, 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.

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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.

c) Adjustments

<del>(i)</del>

(i) The monthly amounts payable under the Plan will be adjusted to reflect any rate schedule changes.

- (ii) <u>The monthly amounts payable under the Plan may be adjusted for</u> <u>abnormal weather conditions, historical usage at the current premise, or</u> <u>other factors. The estimated annual adjusted billing, and thus the monthly</u> <u>level payment amount, may be revised if the earlier estimate was</u> <u>underestimated or overestimated due to Customer use, weather</u> <u>conditions, rate tariff changes, or other factors.</u>
- d) Review of Contract: Customer may, at any time, request that the Company review the account for a modification to the average payment amount.
- 4.06.064 <u>Average Payment Plan -Monthly Billings</u>: Customer's <u>APPaverage</u> monthly billings are due and payable as provided in Section 4.01, <u>Payment of Bills</u>. If such billing becomes delinquent, a 2 percent Delayed Payment Charge based upon such billing will be added. Company may terminate the APP if customer fails to pay any average monthly billing on or before its due date for 2 consecutive months. Billings to customers using the APP will contain the information specified in subsection 4.05.01, <u>Information on Bill</u>, and shall also show the overage or underage of the amounts paid to date as compared to the amounts calculated under Company's normal billing procedures for the same period.

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- 4.06.075 Periodic Review Adjustment: A Periodic Review Adjustment shall consist of the Settlement Balance (the net accumulated difference between billings calculated under the rate schedule the customer takes Electric Service under and the billed Average Payment amounts) divided by twelve (12). The Periodic Review Adjustment shall be used for determining an increase or decrease to customer's APP bill for the twelve months following the Periodic Review. A Periodic Review may occur upon customer's request to review customer's APP or upon Company's review of customer's account (e.g., as a result of edits in Company's billing system). Company shall review each customer's APP at least annually. The Periodic Review, upward or downward adjustments, may result from, but are not limited to, rate changes, variations in usage, or weather conditions. The Periodic Review Adjustment shall be limited to an increase or decrease of 30% of customer's APP amount. Company and customer may mutually agree to provide for a greater Periodic Review Adjustment amount.
  - Commencing with the implementation of the Customer Care and Billing (CCB) system, the Settlement Balance (also referred to as cumulative balance) becomes part of the APP monthly bill calculation and thus eliminates this Periodic Review Adjustment.
- 4.06.086 <u>Termination of the Average Payment Plan</u>: <u>The election shall continue from month</u> to month, unless terminated upon the occurrence of any of the following event:
  - <u>a.</u> Final settlement occurs only when participation in the APP is terminated. Termination may occur at the request of <u>C</u>eustomer.
  - b. or il f there is a 60-day arrearage at time of billing or pursuant to any of the provisions in Section 5.01, <u>Conditions for Discontinuing Electric Service</u>, <u>APP billing may be terminated</u>. The Customers 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 APP by paying all amounts due and notifying the Company.

No interest shall be due from or payable to the Customer as a result of APP billing

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termination. - Any amount due or owing including the Settlement Balance (debit or credit) shall be included in the current bill upon termination.

4.06.09 General Rules and Regulations Applicable: Except as expressly set forth above, this APP 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.

#### 4.07 Cold Weather Rule:

4.07.01 <u>Applicability</u>: The provisions of this Cold Weather Rule allow for special payment and disconnection procedures for any qualifying Residential customer. The rule allows a qualifying Residential customer the opportunity to retain or restore Electric Service during the designated cold weather period and enter into a payment agreement with Company. The cold weather period extends from November 1 through March 31, when the National Weather Service forecasts that the temperature will drop below 35 degrees (activating temperature) or will be in the mid 30s or colder within the following 48-hour period.

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#### 4.07.02 Customer's Responsibilities:

- a) Any Residential customer with unpaid arrearage owed to Company will qualify under the Cold Weather Rule provided customer complies with the following provisions:
  - i) informs Company of the inability to pay a bill in full;
  - ii) gives Company sufficient information to develop an appropriate payment agreement;
  - iii) applies for federal, state, local, or other utility assistance funds for which customer may be eligible;
  - iv) makes an initial payment of one-twelfth of customer's arrearage and onetwelfth of customer's bill for current consumption during the most recent billing period for which Electric Service was provided, plus the full amount of any disconnection and reconnection fees, plus any applicable Security Deposit; and
  - V) enters into a payment agreement with Company setting forth the terms of customer's obligation to pay past, current, and future charges for Such payment agreement shall allow customer's Electric Service. unpaid account balance to be amortized over a period not exceeding 11 months.
- b) In addition, a payment agreement may contain arrangements mutually agreeable and individualized to customer's particular situation.

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- c) Notwithstanding the requirements for an initial payment described above, Company may accept a lesser amount when it is able to verify special circumstances of need provided that the initial payment and future installments will eliminate customer's entire arrearage.
- 4.07.03 Company's Responsibilities: Company's responsibilities under the Cold Weather Rule are outlined as follows:
  - a) Company shall mail written notice of the Cold Weather Rule once a year, at least 30 days prior to the cold weather period, to each Residential customer who is currently receiving Electric Service. In addition, Company shall also mail a notice to each Residential premise that has been disconnected during or after the most recent cold weather period and remains without Electric Service. Company shall file a copy of the notice with the Commission.
  - b) In addition to the requirements of Section 5.01, Conditions for Discontinuing Electric Service, Company shall, during the first 24 hours of the 48 hour period prior to Company's termination of Electric Service, attempt to contact customer of record by telephone and make one attempt at a personal contact with customer of record on the day prior to termination of Electric Service if telephone contact on that day was not made. If customer is not contacted during the phone call(s) or the personal contact the day prior to termination of service, Company's employee shall leave a disconnect message on the door on the day prior to disconnect. There will be no charge for this service.
  - c) On the day of disconnection, Company must receive a 24-hour forecast above the activating temperature from the National Weather Service. If the temperature is then forecasted to be below the activating temperature, the disconnection may not be carried out and Company must wait for another 48hour forecast above the activating temperature and follow the same procedure prior to disconnection.

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- d) Company shall inform customer, in the telephone contact, with the normal 10 day disconnect notice prepared in accordance with Section 5.01, Conditions for Discontinuing Electric Service, the personal contact, and the additional disconnect message left on customer's door, of the following information:
  - i) that Company operates under a Cold Weather Rule and that there are opportunities for customer to avoid discontinuance of Electric Service by complying with the Customer's Responsibilities;
  - ii) that Customer must meet the requirements set forth in subsection 4.07.02, Customer's Responsibilities;
  - iii) that Company maintains a list of organizations from which funds may be available to pay utility bills;
  - iv) inform the customer of, or provide a list of all pay arrangements for which the customer may qualify. Prior to discussing any Cold Weather Rule payments over a period of fewer than 12 months, the Company shall inform the customer of the customer's right to have an Average Pay Plan for current and future consumption and to have the arrearage amount paid through an initial payment and equal installments over the next 11 months;
  - v) that Company offers a third party notification plan; and
  - vi) that formal and informal complaint procedures are available to customer prior to termination during the cold weather period. Company shall provide customer the telephone number of the Commission's Consumer Protection Office.

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- e) Except as specified in Section 5.01, <u>Conditions for Discontinuing Electric</u> <u>Service</u>, Company shall not disconnect customer's Electric Service when the local National Weather Service office has forecasted the temperature to drop below 35 degrees Fahrenheit or that it will be in the mid 30s or colder within the next 48-hour period.
- f) Company will not assess customer an additional Security Deposit as a condition for qualification under the Cold Weather Rule. However, an assessment of a Security Deposit made under the provisions of the existing standards and in conjunction with the Cold Weather Rule is appropriate if amortized over the payment plan period. The Security Deposit shall not be amortized over a period less than the period stated in Section 3.02, <u>Security Deposit</u>.
- g) When customer contacts Company for assistance under the Cold Weather Rule or generally regarding energy conservation measures, Company shall inform customer of the long range advantages of weatherization programs and encourage customer to apply for weatherization and insulation assistance. Company shall also inform customer of the availability of an energy analysis through the Audit for Conservation Today (ACT) program, and the benefits and associated costs of the energy analysis.
- 4.07.04 <u>Default</u>: Unless subsequently cured by customer, if customer provides Company with a check, electronic payment or draft with insufficient funds for the initial payment or for any installment of the payment plan, then customer shall be in default of the Cold Weather Rule Payment Plan. A customer who defaults on a Cold Weather Rule Payment Plan shall not be eligible for an Extended Payment Plan under Section 4.08 unless customer pays Company the arrearages from the prior Cold Weather Rule Payment Plan. A customer that defaults on a Cold Weather Rule Payment Plan. A customer that defaults on a Cold Weather Rule Payment Plan. A customer that defaults on a Cold Weather Rule Payment Plan shall be eligible to enter into a new Cold Weather Rule Payment Plan if it complies with the provisions of subsection 4.07.02, <u>Customer's Responsibilities</u>. This includes making an initial payment and payment of any disconnect or reconnect charges. Once customer has been informed of the payment plans offered under the Cold Weather Rule, any payment plan that is negotiated by customer and Company shall be considered to be a Cold Weather

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Rule Payment Plan. However, a customer with a payment plan of less than 11 months shall not be in default of that payment plan if the payments made prior to customer's default are equal to or greater than the amount that would have been required under an 11-month payment plan.

#### 4.07.05 <u>Cure of Default</u>:

- a) Customer may cure a default of a payment agreement caused by:
  - i) making an initial payment as required in subsection 4.07.02, <u>Customer's</u> <u>Responsibilities;</u>
  - ii) paying all disconnection and reconnection charges incurred as a result of the default; and
  - iii) complying with all other provisions of the Cold Weather Rule. Any charges for Electric Service incurred during customer's default shall be included in the payment agreement between Company and customer.
- b) Customer may cure default caused by theft or diversion of Electric Service by:
  - i) paying for the value of the Electric Service diverted, estimated based on historic use;
  - ii) making an initial payment as required under subsection 4.07.02, <u>Customer's</u> <u>Responsibilities;</u>
  - iii) paying all disconnection and reconnection charges incurred as a result of customer's default; and

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iv) ——complying with all other provisions of the Cold Weather Rule. All other charges, costs, damages, and Security Deposits provided for under Company's General Terms and Conditions when customer has tampered or fraudulently used Company's facilities shall be included in the full payment made by the agreement between Company and customer prior to restoration of service.

- 4.07.06 Renegotiation of Cold Weather Rule Agreement: Customer may contact Company and renegotiate its Cold Weather Rule payments if customer receives utility or other lump sum assistance.
- Disconnections under the Cold Weather Rule: The Company may disconnect 4.07.07 customers Electric Service after proper notice is given pursuant to the provisions detailed in Section 5 Disconnection of Electric Service. The disconnection provisions are modified during the Cold Weather Rule period as follows:
  - a) Company may disconnect customer when customer causes or permits unauthorized use, interference, tampering or diversion of Electric Service (meter bypass) on or about customer's premises
    - i) after a 48 hour written or 24 hour oral disconnection notice is provided to customer with the telephone number of the Commission's Protection Office, or
    - ii) 10 days after a disconnection notice is sent, whichever is quicker.
    - iii) Electric Service must be restored as soon as possible, using every commercially reasonable effort, after full payment has been made by customer for the diversion charges.

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- b) Company may disconnect when customer misrepresents their identity or provides false information for the purpose of obtaining or retaining Electric Service:
  - i) after a 48 hour written or 24 hour oral disconnection notice is provided to customer with the telephone number of the Commission's Protection Office, or
  - ii) 10 days after a disconnection notice is sent, whichever is quicker.
- c) Company may disconnect when a customer tenders an insufficient funds check or electronic payment for the initial payment or an installment payment under a Cold Weather Rule payment plan and does not cure the insufficient payment within the 10-day notice period after a disconnection notice is sent regardless of temperature.

#### 4.08 Extended Payment Plan:

- Α. A payment plan similar to the Cold Weather Rule payment plan is available to Residential customers with arrears during non-Cold Weather Rule periods. Customer will have up to 12 months to pay off an arrearage with the initial payment being one-twelfth of the sum of the arrearage plus the bill for consumption during the most recent billing period for which Electric Service was provided. Customer must pay off any arrearage from a previous Cold Weather Rule plan or Extended Payment Plan before entering into this plan. Company must inform customers of this option.
- B. Extended Payment Plan monthly billings are due and payable as provided in Section 4.01, Payment of Bills. A 2 percent Delayed Payment Charge based upon such billing will be added if an Extended Payment Plan monthly billing becomes delinguent. Company may terminate an Extended Payment Plan if customer fails to pay any Extended Payment Plan monthly billing on or before its due date.

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- C. Extended Payment Plan billing will contain the information specified in subsection 4.05.01, Information on Bill.
- 4.09 Third Party Notification: Upon mutual agreement between Company, customer and any interested third party, Company will notify such third party when customer's bill becomes delinquent. The purpose of this agreement is to afford customer all available methods to maintain the account balance on a current basis and retain Electric Service. Other than providing notice. Company shall have no responsibility to the third party and the third party shall have no obligation to pay customer's delinquent bill.
- 4.10 Charges For Work Done On Customer's Premises By Company: Except as provided in Section 6, Customer's Service Obligations, Company shall charge customer for all materials furnished and work done on customer's premises beyond the Point of Delivery. Company shall charge customer once the investigation of a suspected unsafe condition is completed. Unless the unsafe condition on customer's premises is a result of Company's negligence, then no such charges shall apply to customer. Any charge shall be based upon Company's existing schedule of charges. Company shall not charge customer for replacement or repair of equipment furnished and owned by Company on customer's premises unless the repairs or replacements were caused by customer or customer's agent's negligence or misuse.
- 4.11 Rate Change Notice: Company shall provide general information explaining overall changes in rates to customers through bill inserts or direct mail when new rates are implemented due to a rate proceeding.
- 4.12 Seasonal Disconnect Service: Billings shall be on a year-around basis for customers unless the individual Rate Schedule or Rider under which customer takes Electric Service provides otherwise. The customer charge in the rate schedule shall apply during the offseason months when no Electric Service is used for those customers whose Electric Service requirements are seasonal. Examples of those customers include, but are not limited to, outdoor theaters, drive-ins, amusement parks, sport centers, golf courses, driving ranges, gun clubs, saddle clubs, swimming pools, etc.

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(Territory to which schedule is applicable)	which was filed	June 23, 2016
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4.13 <u>Customer Requested Information Charge</u>: Customer or customer's consultant shall pay Company the cost of reviewing its records, time spent calculating potential refund and on discussions with customer, consultant or the Kansas Department of Revenue regarding customer's sales tax exemption application plus applicable overheads. However, in no event shall customer pay less than the <u>Customer Requested Information Charge</u>, as filed in Section 12.13, for processing sales tax exemptions. The charge does not apply to requests by customer for billing history. In no event shall the charge exceed the customer's total sales tax refund. In addition, the charge shall only be deducted from customer's actual sales tax refund.

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Darrin Ives, Vice	e President
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lo suppleme hall modify	ent or separate un the tariff as show	nderstand wn hereo	ing n.	Sheet 1 of 12 Sheets		
			GENERAL TERMS A	ND CONDITIONS		
			5. DISCONTINUATION OF	ELECTRIC SERVICE	E	
5.01	<u>Condition</u>	is for E	Discontinuing Electric Service	<u>.</u>		
	A.		npany may discontinue or ons:	refuse Electric Servic	e for any of the following	
		(1)	upon customer's request;			
		(2)	when customer abandons E	Electric Service;		
		(3)		Bills, and after prop	delinquent, as provided in per notice to customer, as	
		(4)	when a dangerous condition	n exists on customer's	premise;	
		(5)			use, interference, tampering s) on or about customer's	
		(6)	when customer misreprese the purpose of obtaining or	<i>.</i> .	rovides false information for ice;	
		(7)	Service which results in	an unsatisfactory con ric Service to other cu	uses or misapplies Electric dition affecting the quality, stomers or it is necessary to	
		(8)	guarantee as may be rec	uired by Section 3.0 <u>posit,</u> or has a previo	tion, a Security Deposit or 1, <u>Credit Requirements</u> , or ous undisputed and unpaid ny;	

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			GENE	RAL TERMS AND	CONDITIONS		
		۱. ۱	working hou	rs, to Company fa	nt Company's persor acilities installed upo er reading, maintena	n custome	r's premises fo
		i I	under a colo payment du	d weather rule pay	nsufficient funds che yment plan and doe tice period after a d	es not cure	the insufficien
		· · ·	when custo Company;	mer resells Elect	tric Service withou	t the writt	en consent c
	В.	discor	ntinuing Eleo		certain conditions tl ustomer. These mo		
5.02					ion of Electric Ser		pany shall no
	A.				charges other than erms and conditions;	those spec	ifically identified
	B.	meter of Ele with th Servic pay a such custor Electr	ing point, re- ctric Service hese rules, ce account v final bill at unpaid bala mer for the ic Service	sidence or location at a separate met Company may tran with a customer's any metering point ance to any succ same class of Elec	Service received at a. In the event of dis ering point, residenc nsfer any unpaid ba written consent. Ho c, residence or locati cessive Electric Se ctric Service. Also, ve metering point, punt;	continuanc e or locatio lance to ar wever, if c on, Compa rvice acco Company r	e or termination n in accordance ny other Electric ustomer fails to ny may transfe unt opened by nay discontinue
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			GENERAL TEI		TIONS	
	C.	sam mor	e location. It shall no	t be considered a laced at the same	as a separate e location for	c Service received at the class of Electric Service i the purpose of billing the r provisions;
	D.		tomer's failure to pa comer pays that portior			provided, however, that
	E.	and agre	is more than 5 ye	ars old for Elect	tric Service p	count which has accrue provided under a writte e provided under an ora
5.03	Disconne	ect Pro	cedure:			
	A. Company may disconnect a cus			a customer:		
	71.					
		(1)	on ten days written r	otice for the reaso	ons set forth ir	Section 5.01; or
		(2)	immediately, if disco	nnection is made f	for any of the	following reasons:
			(a) upon customer's	request,		
			(b) when customer a	Ibandons Electric		
					Service,	
			(c) when a dangerou			s premise,
			(d) when customer, Electric Service	us condition exists in Company's se	on customer	, uses or misapplies th y condition affecting th
			(d) when customer, Electric Service	us condition exists in Company's so resulting in an continuity of Elect	on customer ole discretion unsatisfactor tric Service to	, uses or misapplies th y condition affecting th other customers;

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EKUI KANSAS				UTH, INC., d.b.a. EVERGY KA	ANSAS CENTRAL SCH	IEDULE <u>Section 5</u>
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			GENE	RAL TERMS AND	CONDITIONS	
			tamperir			uthorized use, interferenc (meter bypass) on or abo
	В.	are imm	discovered ediately. E	by Company, (	Company may d Il be restored as	a subsections 5.01(4) and ( lisconnect Electric Servic soon as possible after th
	C.	cust tamj Sec twer	omer's family pering, divers tion 5.01(5) t nty-four (24)	v are residing at t sion or Electric S hen Company sha hour oral notice p	he premises wher ervice (meter byp all give such perso rior to disconnecti	n customer or members e unauthorized interferenc bass) is taking place, (Se ons a two (2) day written o on of Electric Service. Th ce will be provided.
	D.				omer has received Company may disco	Electric Service by using onnect customer:
						with customer of record winner Protection Office; or
		(ii) t	ten (10) days	after a disconnect	notice is sent, whic	hever is quicker.
	E.	Noti	ce of disconti	nuance of service.		
		(1)	upon mailing and after v	g and shall be effe which Electric Sei	ective for one mon vice can be disc	otice which shall be effective oth after the initial date upo connected. Company sha ng and the effective dates
		(2)		hall notify, or atter disconnection.	npt to notify, custo	omers by phone at least tw
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		GENER	RAL TERMS AND	CONDITIONS	
F.	or a occu disc disc	advertising to upancy, to the connection inv connection not	the account name e address where volves more thar	and address and, Electric Service is one residential	her utility bills, information in the case of residentia provided. If a proposed dwelling unit, then the common area at least five
G.	The	disconnection	notice shall contai	n the following inform	nation:
	(1)			omer and in the case Electric Service is pro	e of a residential dwelling ovided;
	(2)			of the reason for the Id conditions for reco	proposed disconnection o nnection;
	(3)		n or after which kes appropriate acti		be discontinued unless
	(4)	terms under	which customer ma	ay avoid disconnectic	on;
	(5)	demonstrate	that special circ	umstances prevent	or avoided if customer car complete payment and npany for that amount no
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		GENERAL TERMS ANI	CONDITIONS	
	adr disp Cor erro stat may disc of	ninistrative procedure wh pute or other circumstance mpany's office or person ors, and prevent disconne te that customer may mee y present customer's reas connection, requesting cre	ich may be utilized in es. The address, telep nel empowered to re- ction, shall be clearly et with a designated e ons for disputing a bill edit arrangements or re- phone number of the	mer of the availability of an h the event of a bonafide hone number and name of view disputed bills, rectify set forth. The notice shall employee of Company and or Company's reasons for equesting a postponement Commission's Consumer
		tatement of Customer's R occur at any time during th	•	disconnection is schedulec er 1 through March 31.
H.		y may disconnect a custo a customer on the following	•	zed payment locations are
	(1) one	e hour after disconnection,	and	
	aut ope pre	horized agents identified on and available to custom	in the notice given pu lier for the purpose of p providing for reconnec	mpany personnel and/or ursuant to this section are making pay arrangements ction, unless disconnection
I.	disconne			s employee that is sent to ely prior to disconnection
	· · /	ntact customer or respons nounce the purpose of Cor		on the premises and shal
	(2) ider	ntify and record the name	of the person contacte	ed;

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		GENER	RAL TERMS AND	CONDITIONS			
	(3)	accept paym avert discon		tendered to Compa	ny, which are necessary to		
	(4)	record stater	ments disputing the	accuracy of the del	inquent bill;		
	(5)		ments disputing th r discontinuance;	e accuracy of Com	pany's findings concerning		
	(6)	record state resident of th		the medical con	dition of any permanen		
	(7)	during the pe	eriod from Novemb	er 1 through March 3	31:		
		(a) inform	customer of the Co	ld Weather Rule;			
		subsec		-	nection by complying with <u>bilities</u> , during the Colo		
			customer of the available; and	ailability of a list of	organizations where fund		
		(d) provide qualify.		pay arrangements	for which customer migh		
J	leave	e a conspicu	ous notice to the	customer giving th	connection, Company sha le address and telephone e Electric Service restored		
5.04 <u>Post</u>	ponement (	of Discontinua	ance in Special Circ	umstances:			
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- A. If a Residential customer establishes with Company that disconnection would be especially dangerous to the health of customer, resident member of customer's family or other permanent resident at customer's Electric Service address, and customer is unable to pay for Electric Service in accordance with the requirements of Company's billing or can pay for Electric Service only in installments, then disconnection of Electric Service shall be postponed for at least twenty-one days. Such postponement is to allow customer to arrange a reasonable installment payment schedule with Company.
- B. Consideration shall be given to the weather, and customer's or other resident's medical condition, age or disability, in determining whether disconnection would be especially dangerous to health. Customer may establish that disconnection of Electric Service would be especially dangerous to the health of customer, resident members of customer's family, or other permanent resident of the premises where Electric Service is rendered by obtaining a statement signed by a physician or public health official verifying that fact and forwarding or presenting it to Company's office prior to the date of disconnection.
- 5.05 <u>Restoration of Electric Service</u>: Company shall restore Electric Service upon customer's request, when the cause of disconnection has been eliminated, a reconnection charge has been paid, and, if necessary, satisfactory credit arrangements have been made. Company shall at all times, make every commercially reasonable effort to promptly restore disconnected Electric Service on the day requested by customer. In any event, Company shall restore Electric Service to customer no later than the next business day following the day requested by customer.
- 5.06 <u>Review of Disputes</u>:
  - A. Prior to disconnection of Electric Service, if customer advises Company that all or part of a billing is in dispute or that Company's reasons for disconnection are factually invalid, Company shall:
    - (1) immediately record the date, time and place the complaint is made;

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			GENER	RAL TERMS AND	CONDITIONS		
		(2)	postpone dis		full investigation is	completed and the dispute	
		(3)	investigate th	ne dispute promptl	y and completely; an	d	
		(4)	attempt to reboth parties.	esolve the dispute	informally in a manr	ner mutually satisfactory to	
	В.	such		notice, in person		in any reasonable manne directed to the appropriate	
	C.	may heari	employ tele	phone communic	ation, personal mee	factory manner, Compan etings, formal or informa bly conducive to settlemer	
	D.	Com custo Com	pany intends	to proceed with formal and information	disconnection, the disconnection, the	and after full investigatio on Company shall advis le before the Commissior proceed with disconnectio	
5.07	for the pu service ch collected customer	irpose harge from d interfe	of collection as specified customer by rence, cut at	or disconnection in Section 12.05 Company. If ser	of Electric Service b , <u>Collection or Disc</u> vice cannot be disc ge as specified in Se	any to make a service ca ecause of non-payment, <u>onnection Charge</u> , will b onnected at meter due t ction 12.16; <u>Disconnectio</u>	
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### GENERAL TERMS AND CONDITIONS

5.08 <u>Reconnection Charge</u>: When a customer has been disconnected for conditions in Section 5.01, <u>Conditions for Discontinuing Electric Service</u>, Company may require a service charge as specified in Section 12.06, <u>Reconnection at Meter Charge</u>, or Section 12.17, <u>Reconnection of Service at Pole or</u> Pedestal for reconnecting Electric Service. In addition, Company may require a Security Deposit as specified in Section 3, <u>Credit and Security Deposit Regulations</u>, before Electric Service is restored. If customer orders a disconnection and a reconnection at the same premises within a period of 12 months, Company will collect, as a reconnection charge, the sum of the customer charges as would have been incurred but in no event less than the reconnection charge provided for in Section 12.06, <u>Reconnection Charge</u>.

In addition, if electric service has been disconnected because of unauthorized use, interference, tampering or diversion of electric service (meter bypass), customer shall pay Company an amount estimated by Company to be reasonable payment for electric service used and not paid for, plus the reconnection charge as provided in Section 12.18, <u>Reconnection Charge due to Meter Tampering and/or Diversion</u>.

5.09 Extended Service Arrangement for Residential Customers:

A. As an alternative to total disconnection of Electric Service for conditions in subsections 5.0(3), <u>Disconnect Procedure</u> Company may install a device at customer's option to limit Electric Service to a maximum of 15 amperes on a temporary basis, subject to Company's compliance with Section 5.03, <u>Disconnect</u> <u>Procedure</u>, and subsection 4.07.02 <u>Customer's Responsibilities</u>, during the Cold Weather Rule period. The purpose of such an installation is to allow a customer an extension of time to rectify the cause of the otherwise required disconnection of Electric Service; provided, however, that Company is confident a remedy can be obtained. Company shall assess the customer a Service Limiter Charge as provided in Section 12.12, Service Limiter Charge.

5.10 B. Company will install the device in the presence of customer to allow for proper instruction in its use and to ensure customer's main heat source is operational. The device will not be installed at residences where its use would prohibit operation of customer's heat source along with basic refrigeration and lighting. Additionally, the device will not be installed when the Cold Weather Rule is in effect and the local national weather service forecasts the temperature to drop below 35 degrees Fahrenheit within the

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GENERAL TERMS AN hext 48-hour period. However, once the limiter is install Weather Rule pay agreement is entered into or custome	ed, the device may remain in place unless a Cold

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C. This extended service arrangement will initially be limited to no more than two weeks in order to allow customer time to secure funds or make pay arrangements for past due amounts. If customer is unable to make suitable pay arrangements during the fourteen day period, Company may elect to leave the device in place allowing more time for customer to secure funds for payment of the delinquent account. If necessary, the device will be removed and Electric Service disconnected.Lock Ring Device:

A. Company may install a Lock Ring Device on meter installations of customers provided there is evidence of a customer reconnecting service after a disconnection (self turn on) or evidence of tampering with the meter in a effort to alter the meter reading, theft of electric service or diversion of electric service. The Company will assess a Lock Ring Charge as provided for in Section 12.14 Lock Ring Charge.

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	12. SCHEDULE OF MISCELLANEOUS CHARGES AND AMOUNTS	
12.01	Connection Charge (Re: 2.01.02, 8.02.06)	\$ 5.00
12.02	Meter Reading Charge (Re: 4.04.03 & 4.04.05)	\$10.00
12.03	Credit Due Amount (Re: 4.05.03 & 4.05.09)	\$10.00
12.04	Bill Error Amount (Re: 4.05.09, 2.06.02)	\$ 2.00
12.05	Collection or Disconnection at Meter Charge (Re: 5.07)	\$15.00
12.06	Reconnection at Meter Charge (Re: 5.08)	\$20.00
12.07	Insufficient Funds Charge (Re: 4.03)	\$30.00
12.08	Insufficient Funds Service Charge (Re: 4.03)	\$30.00
12.09	Adjustment of Bills for Meter Error (Re: 9.05 B (2))	\$ 2.00
12.10	Adjusted Bill Amount (Re: 4.05.03)	\$ 2.00
12.11	Meter Test Charge (Re: 9.05 B(7))	\$30.00
<del>12.12</del>	Service Limiter Charge (Re: 5.09)	<del>\$10.00</del>
12.1 <u>2</u> 3	Customer Requested Information Charge (Re: 4.14)	\$20.00
12.1 <u>3</u> 4	Lock Ring Charge (Re: 5.10)	\$48.00
12.1 <u>4</u> 5	Credit, Debit Card Fee per transaction amount for C&I customers (Re: 4.03 D) (Transaction amounts are limited to \$5,000 or less)	<u>2.70</u> <del>3.25</del> %
12.1 <mark>56</mark>	Disconnection of Service at Pole or Pedestal (Re: 5.07)	\$20.00
12.167		\$30.00
12.1 <mark>7</mark> 8	Reconnection of Service Due to Meter Tampering and/or Diversion (Re: 5.08)	\$55.00

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	P. CONDITIONS

#### 4. BILLING AND PAYMENT

#### 4.01 Payment of Bills:

- A. All bills for Electric Service are due and payable upon receipt. Normally bills shall be sent by mail. In addition, Company offers customers an electronic (e-mail) billing option. Customer may change this option at any time. The non-receipt of a bill by customer shall not release or diminish the obligation of customer with respect to the full payment thereof, including the delayed payment charge. If the last calendar day for remittance falls on a day when Company's authorized agents are not available to the general public, then the final payment date shall be extended through the next business day.
- B. Residential customer bills for Electric Service are delinquent on the date specified thereon. This date is the last date payments that are received can, in the normal and reasonable course of business, be credited to customer's account in preparation of the next succeeding normal bill. Unless otherwise specified by contract or applicable Rate Schedule, non-residential bills for Electric Service are delinquent 15 days after the mailing date of bill.

#### 4.02 <u>Responsibility for Bill Payment</u>:

A. Customer's failure to pay obligations to and claims by Company under customer's Service Agreement for utility related services shall constitute a default justifying discontinuance of Electric Service under Section 5 of these General Terms and Conditions. Customer's failure to pay Company other than amounts due Company under customer's Service Agreement for Electric Service, shall not be a default justifying discontinuance of customer's Electric Service under Section 5 of these General Terms and Conditions. Company's failure to pay customer when required or to give customer credit shall not justify customer's failure to pay the amounts due Company under customer's Service Agreement for utility related services nor prevent customer from being in default. Default shall be determined as follows:

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	2. customer's failure to pay in ful customer's Service Agreement for	II any delinquent amount due Company under rutility related services, and
		full any delinquent amount due Company under or utility related services shall be separate from een Company and customer.
B.	Service of, a customer for an outstand signed the service agreement on the established to be responsible for the a individual and customer, who signed	se service to, or threaten or disconnect Electric ling debt on an account unless the individual either e account or agreed orally at time service was account. The only exception to this rule is when an d the Service Agreement or orally agreed to be he Electric Service was established, lived together hue to live together.
C.		se Electric Service to or threaten or disconnect utstanding debt more than five years old under a ars under an oral agreement.

- 4.03 Methods of Payment
  - A. Payment By Mail:
    - 1. Customers paying by mail shall place a check or money order in a clearly addressed envelope and shall post such payment to cause it to arrive at Company's remittance processing center on or before the delinquency date.
    - 2. If Customer pays by personal check and said personal check is returned by the bank for non-payment due to insufficient funds, then Company may assess an Insufficient Funds Charge of \$30.00 pursuant to Sections 12.07.

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3. Company may require customer to make payment of bills by cash at an authorized pay agent location or by mailing certified checks or money orders.

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4. Company may convert personal checks into Electronic transactions. If Company elects to convert personal checks into electronic transaction(s) and said electronic transaction is returned by the bank for non-payment due to insufficient funds, then Company may assess a charge of \$30.00 pursuant to Section 12.08, Insufficient Funds Service Charge.

#### B. <u>Authorized Pay Agents:</u>

- 1. Company may contract with Authorized Pay Agent(s) to establish and maintain an authorized network of non-utility businesses at appropriate locations where customers can make payments in person using personal checks, an electronic payment (ACH transaction), money order, certified checks or cash.
- 2. Authorized payment locations shall provide a complete list of all available payment options and the amount of any associated fees payable by customers.
- 3. If Customer pays by personal check and said personal check is returned by the bank for non-payment due to insufficient funds, then company may assess an Insufficient Funds Charge of \$30.00 pursuant to Section 12.07.
- 4. Company or its agent may convert personal checks into Electronic transactions. If Company or its agent elects to convert personal checks into an electronic transaction and said electronic transaction is returned by the bank for non-payment due to insufficient funds returns, then Company may assess a charge of \$30.00 pursuant to Section 12.08 Insufficient Funds Service Charge.
- 5. Company may require customer to make payment of bills by cash or by mailing certified checks or money orders.

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	r may request Company or an Authorized Pay		

- C. <u>Electronic Payment or Draft</u>: Customer may request Company or an Authorized Pay Agent to issue a draft or electronic transaction on the customer's account in a U.S. financial institution for payment of customer's bill for utility services.
  - 1. The decision to accept an Electronic Payment shall be solely that of Company.
  - 2. Company may administer Phone Check requests through a live telephone representative or through automated processes such as an interactive voice response (IVR) system. Requests for Web Payment may be made through Company's Internet web site.
  - 3. Company shall credit an Electronic Payment through authorized payment processes to the customer's account as if payment had been received at Company's remittance center on the same business day as the customer's payment.
  - 4. Customer shall ensure that sufficient funds are available to pay the amount of the requested Electronic Payment or Draft.
    - a. An Electronic Payment returned to Company for insufficient funds may incur a charge pursuant to Section 12.08 <u>Insufficient Funds Service Charge</u>.
    - b. A Draft Payment returned to Company for insufficient funds may incur a charge pursuant to Section 12.07 <u>Insufficient Funds Charge</u>.
    - c. An Electronic Payment or Draft returned to Company for insufficient funds may cause customer's account to be deemed delinquent as if the payment had never been tendered.
    - d. Company may refuse to issue an Electronic Payment or Draft for a customer who has tendered to Company one or more insufficient funds payments.

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- D. <u>Credit Card Payment:</u> Customer may request Company or an authorized agent to accept payment by customer's credit card for payment of customer's bill for utility services. Commercial and Industrial customers will pay to authorized agent a fee not to exceed the amount specified in Section 12.15 <u>Credit, Debit Card Fee</u>. Residential customers will incur no fee.
  - 1. The decision to accept a credit card payment shall be solely that of Company or its authorized agent.
  - 2. Company may administer credit card payment requests through a live telephone representative or through automated processes such as an interactive voice response (IVR) system or through Company's Internet web site or an authorized agents web site.
  - 3. Company shall credit a credit card payment through authorized payment processes to the customer's account as if payment had been received at Company's remittance center on the same business day as the customer's payment.
  - 4. A credit card payment reversed for any reason may cause customer's account to be deemed delinquent as if the payment had never been tendered.
  - 5. Company or its agent may refuse to accept credit card payments from a customer who has obtained the use of a credit card improperly. This may include but is not limited to; reported or suspected use of credit cards in a fraudulent manner, reported or suspected use of stolen credit card or is defrauding the Company or owner of the credit card.
- E. <u>ATM or Debit Card Payment:</u> Customer may request Company or an authorized agent to accept payment by customer's debit or ATM card for payment of customer's bill for utility services. Commercial and Industrial customers will pay to authorized agent a fee not to exceed the amount specified in Section 12.15 <u>Credit, Debit Card Fee</u>. Residential customers will incur no fee.

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1. The decision to accept a debit or ATM card payment shall be solely that of Company or its authorized agent.

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- 2. Company may administer debit or ATM card payment requests through a live telephone representative or through automated processes such as an interactive voice response (IVR) system or through Company's Internet web site or an authorized agents web site.
- 3. Company shall credit a debit or ATM card payment through authorized payment processes to the customer's account as if payment had been received at Company's remittance center on the same business day as the customer's payment.
- 4. Customer shall be responsible for and ensure that sufficient funds are available to pay the amount of the requested debit or ATM payment.
  - a. A debit or ATM card payment returned to Company for insufficient funds or reversed by customer may incur a charge pursuant to Section 12.08 Insufficient Funds Service Charge.
  - b. A debit or ATM card payment returned to Company for insufficient funds may cause customer's account to be deemed delinquent as if the payment had never been tendered.
  - c. Company or its agent may refuse to accept ATM or debit card payments from a customer who has obtained the use of an ATM or debit card improperly. This may include, but is not limited to; reported or suspected use of an ATM or debit cards in a fraudulent manner, reported or suspected use of stolen ATM or debit card or is defrauding the Company or owner of the ATM or debit card.

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F. <u>Automatic Bill Payment Plan</u> : Company may establish a program that will, upon a customer's request, systematically withdraw the customer's billed payments from his/her account at a bank or recognized financial institution.			

If Customer pays by Automatic Bill Payment and said payment is returned by the bank for non-payment due to insufficient funds, then company may assess an Insufficient Funds Service Charge of \$30.00 pursuant to Section 12.08.

## 4.04 Meter Reading

4.04.01 <u>Meter Reading Periods</u>: Unless otherwise provided for in Company's General Terms and Conditions or Rate Schedules or Riders, meters shall be read periodically in a range of no less than 26 days and no more than 36 days for monthly billings. Company may vary its monthly meter reading for customers to take into account the effects of connection, disconnection, or rerouting of meter routes. Company may adopt a cycle-billing plan for dividing its service territory into districts and for reading meters on a schedule of days throughout the month.

## 4.04.02 Customer Read Meters:

- a) Company may request customers in sparsely populated areas or customers with inaccessible meters, to read their meters at intervals approximating the billing period. Company's requests for meter readings by customers shall be on printed forms provided by Company or by customers using Company's Interactive Voice Recording (IVR) System. Such forms shall contain instructions as to method of obtaining the reading.
- b) While meter readings by customer will be used for billing purposes those readings shall not be considered final. Such customer's meters will be read at least once a year by Company and the readings obtained shall be compared with customer's readings. Company shall adjust customer's bill in accordance with subsection 4.04.03, <u>Estimated Bills</u>, if there is any difference between the readings. Except as provided in subsection 4.04.03, <u>Estimated Bills</u>, a final bill when Electric Service is discontinued shall be based on an actual reading by Company.

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#### 4.04.03 Estimated Bills:

a) Company may estimate customer's usage for a billing period and render a bill accordingly. Company may render a bill based on estimated usage only if the estimating procedures employed by Company and any substantial changes in those procedures have been approved by the Commission. Company may render a bill based on estimated usage in the following instances:

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- i) to seasonal customers, provided an appropriate Rate Schedule is filed with the Commission and an actual reading is obtained before each change in the seasonal cycle;
- ii) when extreme weather conditions, emergencies, work stoppages, broken meters or other equipment failures or other circumstances beyond Company's control prevent actual meter readings;
- iii) when Company is unable to reasonably obtain access to customer's premises for reading the meter and commercially reasonable efforts to obtain a reading of customer's meter, such as mailing or leaving preaddressed forms upon which customer may note the readings or IVR system which customer may call in the readings or enter the meter read via Company's Internet site have been unsuccessful;
- iv) when customer does not furnish a meter reading as requested by Company; or
- v) as customer's final, initial or corrected bill, but only when:
  - customer so requests provided any necessary adjustments are made to the bill upon a subsequent actual meter reading by Company;
  - 2) an actual meter reading would not show an actual customer's usage, but is used in estimating usage; and

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3) an actual meter reading cannot be taken because of a broken meter or other equipment failure.

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- b) Before rendering an estimated bill, Company may request customer to provide a meter reading on pre-addressed forms or through Company's IVR System or by entering the meter read through Company's Internet site. When estimating usage, Company shall consider customer's historical consumption, current consumption of similar customers for whom actual meter readings were obtained and the length of the billing period.
- c) Except in cases where customer is serviced under an approved Rate Schedule providing otherwise, Company will not render a bill based on estimated usage for more than three (3) consecutive billing periods or six (6) billing periods per year. If the meter is inaccessible and customer is unavailable or fails to furnish a meter reading as requested, then Company may render an estimated bill as necessary. Such customer's meters will be read at least once a year by Company and an adjustment, if necessary, shall be made as provided herein. Company may charge customer a meter reading charge as provided in Section 12.02, <u>Meter Reading Charge</u>, if a special reading is required.
- d) When Company renders estimated bills, it will maintain accurate records of the reasons therefore and efforts made to secure actual readings for a period of at least 36 months. All such bills shall state that they have been based on estimated usage and Company shall make any appropriate adjustments upon subsequent reading of the meter by Company.

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#### 4.04.04 Estimated Bill Procedure:

- a) 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 attempt 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.
- b) 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.
- 4.04.05 Meter Reading Charge:
  - a) If a customer who has agreed to read customer's own meter fails to furnish a reading to Company for two consecutive billing periods, Company shall read customer's meter and may assess customer a Meter Reading Charge as filed in Section 12.02, <u>Meter Reading Charge</u>.

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b) In cases where a meter has been read, Company, shall at customer's request, reread customer's meter. However, should the reread verify the accuracy of the regular read, Company may assess customer a Meter Reading Charge as provided in Section 12.02, <u>Meter Reading Charge</u>. Should the reread of customer's meter indicate that the regular read was incorrect, Company will waive the Meter Reading Charge.

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## 4.05 Customer Billing:

- 4.05.01 <u>Information on Bill</u>: Customers' bills will show:
  - a) The beginning and ending meter reading for the billing period or the usage for the billing period obtained from an electronic meter except that an estimated billing shall disclose that it is based on estimated usage and the word "Estimated" shall appear on the bill;
  - b) the date of the most recent meter reading and the date of the billing;
  - c) the final date by which a payment can be received before a Delayed Payment Charge is imposed;
  - d) the actual or estimated Electric Service supplied during the billing period;
  - e) the comparative energy consumption for the current billing period and the comparable period a year ago;
  - f) the fuel, power or energy cost adjustment in cents per kilowatt-hour (kWh) and the total amount due;
  - g) the amount due for prompt payment and the amount due after delinquency in payment;

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- h) the amount of additional charges due for past due accounts, Security Deposits, collection, connection, disconnection or reconnection charges, installment payments, estimated billing adjustments, and other utility charges authorized by the Commission;
- i) for customers on the Average Payment Plan, the dollar amount of overage or underage of amount paid to date as compared to the cumulative amount calculated under Company's normal billing process for the same period;
- the monthly amounts due from customers paying down an arrearage under the Cold Weather Rule or other payment plans;
- k) the total amount due for the current billing period;
- the amount due for franchise fee, state and local sales taxes or other surcharges stated separately, unless otherwise ordered by the Commission; and
- m) the address and telephone number of Company's office where customer may make a report, inquiry or complaint concerning a disputed bill, service rendered, account delinquency or termination of Electric Service.
- 4.05.02 <u>Charges for Special Services:</u> Company may include on the bill for utility related services 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 utility services.

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#### 4.05.03 Billing Adjustments:

- a) Any adjustment to a previous bill which was based on estimated usage or a meter reading by customer will be shown on the bill. The adjustment shall be calculated for bills rendered during the period between the prior and most recent meter readings by Company. The adjusted bill shall show the credit due to customer or the balance due and payable to Company. Any credit due to customer may be applied as credit to customer's subsequent bills.
- b) However, if the amount is greater than the amount specified in Section 12.03, <u>Credit Due Amount</u>, and customer so requests, the amount will be refunded. If balance is due and payable to Company, customer may, upon request and approval of Company, pay the amount in equal monthly installments over a period of time at least equal to the adjusted billing period. In no case will an adjustment to an estimated bill be made for an amount which is less than the amount specified in Section 12.10, <u>Adjusted Bill Amount</u>.

## 4.05.04 Prorated Bills:

- a) Unless otherwise provided for in the application Rate Schedule or Rider, customer's Electric Service bills will be prorated for connections, disconnections or rerouting of meter routes if the billing period is less than 26 days or more than 36 days.
- b) Unless otherwise ordered by the Commission, Company shall prorate customer's bill during the billing month rates or tariffs become effective.
- c) If Company has an approved energy cost adjustment mechanism or purchased power adjustment mechanism or Rate Schedule providing for the adjustment of fuel and purchased power, proration of these charges will be at Company's option. If Company elects to prorate these charges, then each adjustment factor and the estimated usage associated with the adjustment factor must be shown on the bill.

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4.05.05	GENERAL TERMS AND Delayed Payment Charge: a) If the bill becomes delinguent.	a Delayed Payment Charge in an amount equ
	, , , , , , , , , , , , , , , , , , , ,	amount owed for current Electric Service will I
	before the delinquency date du an opportunity to receive a c additional cost. Moreover, if a will allow an additional 14 da	o are unable to make timely payment of bi e to internal bill paying procedures will be give copy of each bill at a second location at a non-Residential customer chooses, Compa- nys in which to pay monthly bills before the pat customer agrees to pay a fee each mon

- equal to one percent of the amount owed for current utility service. Customer's service agreement will be canceled upon Non-Residential customer's request or upon customer's failure to pay any bill before the extended delinquency date. Once canceled, no new agreement with the same customer will be permitted.
- 4.05.06 <u>Partial Payment</u>: If customer makes partial payment for the total bill, payment will be credited first to the balance outstanding for Electric Service beginning with the oldest service debt, then to additional utility charges, such as disconnection or reconnection charges, and then to special charges.
- 4.05.07 Combined Payment for Several Meters:
  - a) Company may make an agreement with customer not to assess the Delayed Payment Charge otherwise applicable if customer:
    - i) assumes responsibility for payment of multiple utility bills from Company which become due on different dates in the month;
    - ii) notifies Company in writing setting forth the location where such Electric Service is rendered including the respective names in which the accounts are carried; and

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- iii) intends to make payment of all bills on or before the delinquency date of any one of such accounts.
- b) Company shall have no obligation under this subsection 4.06.07 if customer fails to make payment within the time limit of the one account specified in customer's notice to Company.
- c) If payment is not made within the time selected for payment of the bill, then Company shall collect Delayed Payment Charges as required in Section 4.05.05 on the basis of each single billing. Company's agreement with customer shall automatically be canceled after the third time the Delayed Payment Charge is assessed against customer during any consecutive 12month period.
- 4.05.08 <u>Meter Readings Not Combined</u>: Each class of Electric Service at each separate location supplied will be metered and billed separately. When more than one meter or metering facility is set at one premise for customer's convenience, or when customer has Electric Service at different premises, the readings of the separate meters will not be combined for billing purposes unless the applicable Rate Schedule provides otherwise. When more than one meter or metering facility is set for Company's convenience, the readings of the separate meters may be combined for billing purposes.
- 4.05.09 <u>Correction of Erroneous Bills</u>: In the event of an error in billing, Company shall issue a corrected bill. The corrected bill shall show the adjusted amount due or amount to be credited. Any amounts paid by customer on the erroneous bill shall be shown as a credit on the corrected bill. However, if the amount is greater than the amount specified in Section 12.03, <u>Credit Due Amount</u>, and customer so requests, the amount will be refunded. No corrected bill shall be issued for a period exceeding 12 months, unless the date of the error can be determined in which case the correction shall be computed back to but not beyond such date. No correction for erroneous bills need be made for amounts equal to or less than that specified in Section 12.04, <u>Bill Error Amount</u>.

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#### 4.06 Average Payment Plan:

- 4.06.01 <u>Availability</u>: Upon mutual agreement between customer and Company the Average Payment Plan (APP) is available to any customer who qualifies for Electric Service under Company's Residential Electric Service and Small General Service rate schedules (excluding industrial) and Churches on any rate schedule.
- 4.06.02 <u>Eligibility:</u> To be eligible to be billed under the terms and provisions of the APP, the Customer must meet the following requirements:
  - a) The Customer must be currently receiving service under one of said schedules.
  - b) 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 the Company's estimate for such service to be determined in accordance with section 4.06.04 Calculation of APP monthly amount.
  - c) <u>The Customer must not have any delinquent amount not in dispute with the Company.</u>
  - d) <u>The Customer must satisfy, and be in conformance with, the Company's</u> <u>General Rules and Regulations Applying to Electric Service.</u>
- 4.06.03 <u>Election</u>: Commencing after the implementation of the Customer Care and Billing (CCB) system, each month the Company will notify eligible Customers then served under Residential Service or Small General Service rate schedules of the APP 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 APP if the Customer pays the Average Payment amount. A Customer may also elect to be billed under the APP at any time by contacting the Company's Customer Care Center.

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4.06.	ac	count balance in		age Payment Pla informed of, and n atisfied:		
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	b)	The arrearage i	s not as a result o	f tampering or dive	ersion;	
	c)	the amount in amount, to be of Any Customer one-twelfth of th service, shall accordance wit in full of the tota who is in defau	arrears, divided letermined in acco who fails to make he arrears amoun be considered i h the provisions c al amount in arrea ult may be remov	twelve equal insta by twelve (12), ordance with Rule 4 timely payments of t, or who causes of n default, and s of Rule 5. The Cor ars as a condition of ed from the APP mounts owed are p	plus the Av 4.06.05. of the Averagor permit dive subject to d mpany may r of reconnecti and shall no	erage Payment e Payment plus ersion of electric isconnection in require payment on. A Customer
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e) Periodic Review Adjustment amount.

Commencing with the implementation of the Customer Care and Billing (CCB) system, the calculation of the Average Payment Plan will be as follows:

- a) 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); 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.
- b) 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 APP, 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.

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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.

- c) Adjustments
  - (i) The monthly amounts payable under the Plan will be adjusted to reflect any rate schedule changes.
  - (ii) 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.
- d) Review of Contract: Customer may, at any time, request that the Company review the account for a modification to the average payment amount.
- 4.06.06 <u>Average Payment Plan Monthly Billings</u>: Customer's APP monthly billings are due and payable as provided in Section 4.01, <u>Payment of Bills</u>. If such billing becomes delinquent, a 2 percent Delayed Payment Charge based upon such billing will be added. Company may terminate the APP if customer fails to pay any average monthly billing on or before its due date for 2 consecutive months. Billings to customers using the APP will contain the information specified in subsection 4.05.01, <u>Information on Bill</u>, and shall also show the overage or underage of the amounts paid to date as compared to the amounts calculated under Company's normal billing procedures for the same period.

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4.06.07 Periodic Review Adjustment: A Periodic Review Adjustment shall consist of the Settlement Balance (the net accumulated difference between billings calculated under the rate schedule the customer takes Electric Service under and the billed Average Payment amounts) divided by twelve (12). The Periodic Review Adjustment shall be used for determining an increase or decrease to customer's APP bill for the twelve months following the Periodic Review. A Periodic Review may occur upon customer's request to review customer's APP or upon Company's review of customer's account (e.g., as a result of edits in Company's billing system). Company shall review each customer's APP at least annually. The Periodic Review, upward or downward adjustments, may result from, but are not limited to, rate changes, variations in usage, or weather conditions. The Periodic Review Adjustment shall be limited to an increase or decrease of 30% of customer's APP amount. Company and customer may mutually agree to provide for a greater Periodic Review Adjustment amount.

Commencing with the implementation of the Customer Care and Billing (CCB) system, the Settlement Balance (also referred to as cumulative balance) becomes part of the APP monthly bill calculation and thus eliminates this Periodic Review Adjustment.

- 4.06.08 <u>Termination of the Average Payment Plan</u>: The election shall continue from month to month, unless terminated upon the occurrence of any of the following event:
  - a) Termination may occur at the request of Customer.
  - b) If there is a 60-day arrearage at time of billing or pursuant to any of the provisions in Section 5.01, <u>Conditions for Discontinuing Electric Service</u>, APP billing may be terminated. The Customers 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 APP by paying all amounts due and notifying the Company.

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

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4.06.09	this APP in no way modifies, te Customer's rights or obligations, u	Applicable: Except as expressly set rminates or suspends any of the Co inder the General Rules and Regulation not limited to payment of bills and dis	ompany's or ons Applying

- 4.07 Cold Weather Rule:
  - 4.07.01 <u>Applicability</u>: The provisions of this Cold Weather Rule allow for special payment and disconnection procedures for any qualifying Residential customer. The rule allows a qualifying Residential customer the opportunity to retain or restore Electric Service during the designated cold weather period and enter into a payment agreement with Company. The cold weather period extends from November 1 through March 31, when the National Weather Service forecasts that the temperature will drop below 35 degrees (activating temperature) or will be in the mid-30s or colder within the following 48-hour period.
  - 4.07.02 Customer's Responsibilities:

of service provisions.

- Any Residential customer with unpaid arrearage owed to Company will qualify under the Cold Weather Rule provided customer complies with the following provisions:
  - i) informs Company of the inability to pay a bill in full;
  - ii) gives Company sufficient information to develop an appropriate payment agreement;
  - iii) applies for federal, state, local, or other utility assistance funds for which customer may be eligible;

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- iv) makes an initial payment of one-twelfth of customer's arrearage and onetwelfth of customer's bill for current consumption during the most recent billing period for which Electric Service was provided, plus the full amount of any disconnection and reconnection fees, plus any applicable Security Deposit; and
- v) enters into a payment agreement with Company setting forth the terms of customer's obligation to pay past, current, and future charges for Electric Service. Such payment agreement shall allow customer's unpaid account balance to be amortized over a period not exceeding 11 months.
- b) In addition, a payment agreement may contain arrangements mutually agreeable and individualized to customer's particular situation.
- c) Notwithstanding the requirements for an initial payment described above, Company may accept a lesser amount when it is able to verify special circumstances of need provided that the initial payment and future installments will eliminate customer's entire arrearage.
- 4.07.03 <u>Company's Responsibilities</u>: Company's responsibilities under the Cold Weather Rule are outlined as follows:
  - a) Company shall mail written notice of the Cold Weather Rule once a year, at least 30 days prior to the cold weather period, to each Residential customer who is currently receiving Electric Service. In addition, Company shall also mail a notice to each Residential premise that has been disconnected during or after the most recent cold weather period and remains without Electric Service. Company shall file a copy of the notice with the Commission.

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- b) In addition to the requirements of Section 5.01, <u>Conditions for Discontinuing Electric Service</u>, Company shall, during the first 24 hours of the 48 hour period prior to Company's termination of Electric Service, attempt to contact customer of record by telephone and make one attempt at a personal contact with customer of record on the day prior to termination of Electric Service if telephone contact on that day was not made. If customer is not contacted during the phone call(s) or the personal contact the day prior to termination of service, Company's employee shall leave a disconnect message on the door on the day prior to disconnect. There will be no charge for this service.
- c) On the day of disconnection, Company must receive a 24-hour forecast above the activating temperature from the National Weather Service. If the temperature is then forecasted to be below the activating temperature, the disconnection may not be carried out and Company must wait for another 48hour forecast above the activating temperature and follow the same procedure prior to disconnection.
- d) Company shall inform customer, in the telephone contact, with the normal 10 day disconnect notice prepared in accordance with Section 5.01, <u>Conditions for Discontinuing Electric Service</u>, the personal contact, and the additional disconnect message left on customer's door, of the following information:
  - that Company operates under a Cold Weather Rule and that there are opportunities for customer to avoid discontinuance of Electric Service by complying with the Customer's Responsibilities;
  - ii) that Customer must meet the requirements set forth in subsection 4.07.02, <u>Customer's Responsibilities;</u>
  - iii) that Company maintains a list of organizations from which funds may be available to pay utility bills;

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- iv) inform the customer of or provide a list of all pay arrangements for which the customer may qualify. Prior to discussing any Cold Weather Rule payments over a period of fewer than 12 months, the Company shall inform the customer of the customer's right to have an Average Pay Plan for current and future consumption and to have the arrearage amount paid through an initial payment and equal installments over the next 11 months;
- v) that Company offers a third-party notification plan; and
- vi) that formal and informal complaint procedures are available to customer prior to termination during the cold weather period. Company shall provide customer the telephone number of the Commission's Consumer Protection Office.
- e) Except as specified in Section 5.01, <u>Conditions for Discontinuing Electric Service</u>, Company shall not disconnect customer's Electric Service when the local National Weather Service office has forecasted the temperature to drop below 35 degrees Fahrenheit or that it will be in the mid-30s or colder within the next 48-hour period.
- f) Company will not assess customer an additional Security Deposit as a condition for qualification under the Cold Weather Rule. However, an assessment of a Security Deposit made under the provisions of the existing standards and in conjunction with the Cold Weather Rule is appropriate if amortized over the payment plan period. The Security Deposit shall not be amortized over a period less than the period stated in Section 3.02, <u>Security Deposit.</u>
- g) When customer contacts Company for assistance under the Cold Weather Rule or generally regarding energy conservation measures, Company shall inform customer of the long range advantages of weatherization programs and encourage customer to apply for weatherization and insulation assistance. Company shall also inform customer of the availability of an energy analysis through the Audit for Conservation Today (ACT) program, and the benefits and associated costs of the energy analysis.

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4.07.04 Default: Unless subsequently cured by customer, if customer provides Company with a check, electronic payment or draft with insufficient funds for the initial payment or for any installment of the payment plan, then customer shall be in default of the Cold Weather Rule Payment Plan. A customer who defaults on a Cold Weather Rule Payment Plan shall not be eligible for an Extended Payment Plan under Section 4.08 unless customer pays Company the arrearages from the prior Cold Weather Rule Payment Plan. A customer that defaults on a Cold Weather Rule Payment Plan shall be eligible to enter into a new Cold Weather Rule Payment Plan if it complies with the provisions of subsection 4.07.02, Customer's Responsibilities. This includes making an initial payment and payment of any disconnect or reconnect charges. Once customer has been informed of the payment plans offered under the Cold Weather Rule, any payment plan that is negotiated by customer and Company shall be considered to be a Cold Weather Rule Payment Plan. However, a customer with a payment plan of less than 11 months shall not be in default of that payment plan if the payments made prior to customer's default are equal to or greater than the amount that would have been required under an 11-month payment plan.

## 4.07.05 <u>Cure of Default</u>:

- a) Customer may cure a default of a payment agreement caused by:
  - i) making an initial payment as required in subsection 4.07.02, <u>Customer's</u> <u>Responsibilities;</u>
  - ii) paying all disconnection and reconnection charges incurred as a result of the default; and
  - iii) complying with all other provisions of the Cold Weather Rule. Any charges for Electric Service incurred during customer's default shall be included in the payment agreement between Company and customer.
- b) Customer may cure default caused by theft or diversion of Electric Service by:

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	<ul> <li>i) paying for the value of historic use;</li> </ul>	the Electric Service divert	ed, estimated based on
	ii) making an initial paymer <u>Responsibilities;</u>	t as required under subsec	tion 4.07.02, <u>Customer's</u>
	<li>iii) paying all disconnection customer's default; and</li>	and reconnection charges	s incurred as a result of
	Company's General Terr fraudulently used Comp	r provisions of the Cold W jes, and Security Depos ns and Conditions when cu any's facilities shall be inclu- rior to restoration of service	its provided for under istomer has tampered or uded in the full payment
<ul> <li>4.07.06 <u>Renegotiation of Cold Weather Rule Agreement:</u> Customer may contact Company and renegotiate its Cold Weather Rule payments if customer receives utility or othe lump sum assistance.</li> <li>4.07.07 <u>Disconnections under the Cold Weather Rule</u>: The Company may disconnect customers Electric Service after proper notice is given pursuant to the provisions detailed in Section 5 <u>Disconnection of Electric Service</u>. The disconnectior provisions are modified during the Cold Weather Rule period as follows:</li> <li>a) Company may disconnect customer when customer causes or permits unauthorized use, interference, tampering or diversion of Electric Service (mete bypass) on or about customer's premises</li> <li>i) after a 48-hour written or 24-hour oral disconnection notice is provided to customer with the telephone number of the Commission's Protection Office or</li> <li>ii) 10 days after a disconnection notice is sent, whichever is quicker.</li> </ul>			
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- iii) Electric Service must be restored as soon as possible, using every commercially reasonable effort, after full payment has been made by customer for the diversion charges. Company may disconnect when customer misrepresents their identity or provides false information for the purpose of obtaining or retaining Electric Service:
- after a 48 hour written or 24 hour oral disconnection notice is provided to customer with the telephone number of the Commission's Protection Office, or
- ii) 10 days after a disconnection notice is sent, whichever is quicker.
- b) Company may disconnect when a customer tenders an insufficient funds check or electronic payment for the initial payment or an installment payment under a Cold Weather Rule payment plan and does not cure the insufficient payment within the 10-day notice period after a disconnection notice is sent regardless of temperature.

#### 4.08 Extended Payment Plan:

- A. A payment plan similar to the Cold Weather Rule payment plan is available to Residential customers with arrears during non-Cold Weather Rule periods. Customer will have up to 12 months to pay off an arrearage with the initial payment being one-twelfth of the sum of the arrearage plus the bill for consumption during the most recent billing period for which Electric Service was provided. Customer must pay off any arrearage from a previous Cold Weather Rule plan or Extended Payment Plan before entering into this plan. Company must inform customers of this option.
- B. Extended Payment Plan monthly billings are due and payable as provided in Section 4.01, <u>Payment of Bills</u>. A 2 percent Delayed Payment Charge based upon such billing will be added if an Extended Payment Plan monthly billing becomes delinquent. Company may terminate an Extended Payment Plan if customer fails to pay any Extended Payment Plan monthly billing on or before its due date.

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- C. Extended Payment Plan billing will contain the information specified in subsection 4.05.01, Information on Bill.
- 4.09 <u>Third Party Notification</u>: Upon mutual agreement between Company, customer and any interested third party, Company will notify such third party when customer's bill becomes delinquent. The purpose of this agreement is to afford customer all available methods to maintain the account balance on a current basis and retain Electric Service. Other than providing notice, Company shall have no responsibility to the third party and the third party shall have no obligation to pay customer's delinquent bill.
- 4.10 <u>Charges For Work Done On Customer's Premises By Company</u>: Except as provided in Section 6, <u>Customer's Service Obligations</u>, Company shall charge customer for all materials furnished and work done on customer's premises beyond the Point of Delivery. Company shall charge customer once the investigation of a suspected unsafe condition is completed. Unless the unsafe condition on customer's premises is a result of Company's negligence, then no such charges shall apply to customer. Any charge shall be based upon Company's existing schedule of charges. Company shall not charge customer for replacement or repair of equipment furnished and owned by Company on customer's premises unless the repairs or replacements were caused by customer or customer's agent's negligence or misuse.
- 4.11 <u>Rate Change Notice</u>: Company shall provide general information explaining overall changes in rates to customers through bill inserts or direct mail when new rates are implemented due to a rate proceeding.
- 4.12 <u>Seasonal Disconnect Service</u>: Billings shall be on a year-around basis for customers unless the individual Rate Schedule or Rider under which customer takes Electric Service provides otherwise. The customer charge in the rate schedule shall apply during the off-season months when no Electric Service is used for those customers whose Electric Service requirements are seasonal. Examples of those customers include, but are not limited to, outdoor theaters, drive-ins, amusement parks, sport centers, golf courses, driving ranges, gun clubs, saddle clubs, swimming pools, etc.

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4.13 <u>Customer Requested Information Charge</u>: Customer or customer's consultant shall pay Company the cost of reviewing its records, time spent calculating potential refund and on discussions with customer, consultant or the Kansas Department of Revenue regarding customer's sales tax exemption application plus applicable overheads. However, in no event shall customer pay less than the <u>Customer Requested Information Charge</u>, as filed in Section 12.13, for processing sales tax exemptions. The charge does not apply to requests by customer for billing history. In no event shall the charge exceed the customer's total sales tax refund. In addition, the charge shall only be deducted from customer's actual sales tax refund.

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5.01 <u>Cor</u>	nditions	for Discontinuing Electric Service	<u>e</u> :		
A.	Con	npany may discontinue or refuse	Electric Service for any o	of the following reasons:	
	(1)	upon customer's request;			
	(2) when customer abandons Electric Service;				
	(3)	when customer's Electric Service bill becomes delinquent, as provided in Section 4.01, <u>Payment of Bills</u> , and after proper notice to customer, as provided in Section 5.03, <u>Disconnect Procedure</u> ;			
	(4)	when a dangerous condition ex	xists on customer's premi	se;	
	(5)	when customer causes or per diversion of Electric Service (m			
	(6)	when customer misrepresents purpose of obtaining or retaining	•	s false information for the	
	(7) when customer, in Company's sole discretion, uses or misapplies Electric Ser which results in an unsatisfactory condition affecting the quality, safety continuity of Electric Service to other customers or it is necessary to maintain integrity of the Company's system;				
	(8) when customer fails to provide credit information, a Security Deposit or guara as may be required by Section 3.01, <u>Credit Requirements</u> , or Section 3 <u>Security Deposit</u> , or has a previous undisputed and unpaid separate accour Electric Service with Company;				

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		(11) wh	en customer i	esells Electric Se	ervice without the writte	en consent o	f Company;
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		ORATION COMMISSION OF KANSAS AL, INC. & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY	KANSAS CENTRAL SCHEDULE Section 5			
	ASCENTRA	(Name of Issuing Utility)	ANSAS CENTRAL SCHEDULE <u>Section 5</u>			
EVER	RGY KAI	NSAS CENTRAL SERVICE AREA	Replacing Schedule <u>GT&amp;C</u> Sheet <u>3</u>			
	(Territor	y to which schedule is applicable)	which was filed April 18, 2012			
No supplemen shall modify t	t or separat he tariff as	e understanding shown hereon.	Sheet 3 of 10 Sheets			
		GENERAL TERMS AN	ID CONDITIONS			
	C.	location. It shall not be considered a	ent class of Electric Service received at the same is a separate class of Electric Service if more than ition for the purpose of billing the usage of specific is or provisions;			
	D.	Customer's failure to pay a bill which is in dispute; provided, however, that customer pays that portion of the bill not in dispute; or				
	E.	Customer's failure to pay an undisputed and unpaid account which has accrued and is more than 5 years old for Electric Service provided under a written agreement or more than 3 years old for Electric Service provided under an oral agreement;				
5.03	<u>Discon</u>	nect Procedure:				
	Α.	Company may disconnect a custome	er:			
		(1) on ten days written notice for th	e reasons set forth in Section 5.01; or			
		(2) immediately, if disconnection is	made for any of the following reasons:			
		(a) upon customer's request,				
		(b) when customer abandons E	Electric Service,			
		(c) when a dangerous condition	n exists on customer's premise,			
			y's sole discretion, uses or misapplies the Electric atisfactory condition affecting the quality, safety or e to other customers;			
		(e) it is necessary to maintain t	he integrity of Company's system; or			
			permits unauthorized use, interference, tampering ervice (meter bypass) on or about customer's			
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RGY KANSAS CENT	TRAL, INC. & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY	KANSAS CENTRAL         SCHEDULE         Section 5	
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	GENERAL TERMS AN	D CONDITIONS	
В.	discovered by Company, Company	onditions listed in subsections 5.01(4) and (7) a / may disconnect Electric Service immediatel foon as possible after the physical problem(s) ha	
C.	customer's family are residing at tampering, diversion or Electric Serv 5.01(5) then Company shall give su	persons other than customer or members the premises where unauthorized interferenc vice (meter bypass) is taking place, (See Section uch persons a two (2) day written or twenty-fo ection of Electric Service. The telephone numb e will be provided.	
D.	<ul> <li>D. If Company can prove that a customer has received Electric Service by using a identity (See Section 5.01(6), Company may disconnect customer:</li> <li>(i) 48 hours after a personal or phone contact is made with customer of recorr the telephone number of the Commission's Consumer Protection Office; or</li> </ul>		
	(ii) ten (10) days after a disconnect r		
E.	Notice of discontinuance of service.		
	upon mailing and shall be effe after which Electric Service ca	r a disconnection notice which shall be effective ctive for one month after the initial date upon ar in be disconnected. Company shall maintain a nailing and the effective dates of the notice.	
	(2) Company shall notify, or attem prior to disconnection.	pt to notify, customers by phone at least two day	
sued <u>I</u>	February 14 2020		

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		<b>ON COMMISSION OF KA</b> & EVERGY KANSAS SOUTH, INC., c		ENTRAL SCHED	OULE <u>Sec</u>	tion 5
		ne of Issuing Utility)				
EVERGY I	KANSAS	CENTRAL SERVICE AREA	L	Replacing Schedu	le <u>GT&amp;C</u>	Sneet
			which was filed	April 18, 2	012	
No supplement or set shall modify the tarif	parate unders f as shown h	itanding ereon.		Sł	neet 5 of 10 She	eets
		GENERAL TE	RMS AND CON	DITIONS		
F.	adv occi disc noti	disconnection notice sh ertising to the accoun upancy, to the addres connection involves more ce shall be posted in the connection date.	t name and ac s where Electri e than one reside	ddress and, ir c Service is p ential dwelling u	n the case provided. Init, then the	of residential If a proposed e disconnection
G. The disconnection notice shall contain the following information:			tion:			
	(1)	<ol> <li>the name and address of customer and in the case of a resident address, if different, where Electric Service is provided;</li> </ol>				
<ul> <li>(2) a clear and concise statement of the reason for the proposed Electric Service and the cost and conditions for reconnection;</li> </ul>				isconnection of		
	(3)	the date on or after water takes appropriate action		vice will be dise	continued u	nless customer
	(4)	terms under which cus	tomer may avoid	disconnection;	;	
	(5)	a statement that disco demonstrate that sp satisfactory credit arra dispute;	ecial circumsta	nces prevent	complete	payment and
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(Territory to wh	hich schedule is applicable)	which was filed April 18, 2012
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	GENERAL TERMS A	ND CONDITIONS
(6)	administrative procedure which or other circumstances. T Company's office or personne and prevent disconnection, sh customer may meet with a de customer's reasons for disput requesting credit arrangement	lated to apprise customer of the availability of an h may be utilized in the event of a bonafide dispute The address, telephone number and name of I empowered to review disputed bills, rectify errors, hall be clearly set forth. The notice shall state that esignated employee of Company and may present ing a bill or Company's reasons for disconnection, ts or requesting a postponement of disconnection. Commission's Consumer Protection Office will be
(7)		esponsibilities if the disconnection is scheduled to eriod from November 1 through March 31.
	npany may disconnect a custo n to a customer on the following	omer only if its authorized payment locations are schedule:
(1)	one hour after disconnection, a	and
(2)	the full work day following dis-	connection, Company personnel and/or authorized

- (2) the full work day following disconnection, Company personnel and/or authorized agents identified in the notice given pursuant to this section are open and available to customer for the purpose of making pay arrangements, preventing disconnection or providing for reconnection, unless disconnection is pursuant to subsections 5.01 (1), (4), (5), (7).
- I. Company may disconnect a customer only if Company's employee that is sent to disconnect customer's Electric Service shall, immediately prior to disconnection, make a reasonable effort to:
  - (1) contact customer or responsible person then upon the premises and shall announce the purpose of Company's presence;
  - (2) identify and record the name of the person contacted;

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EVERGY KAN (Territory	L, INC. & EVI (Name of I SAS CEN to which s	ERGY KANSAS SOU ssuing Utility) TRAL SERVIC chedule is applic	ITH, INC., d.b.a. EVERGY E AREA	KANSAS CENTRAL         SCHEDULE         Section 5             Replacing Schedule_GT&C         Sheet_7	
EVERGY KAN	(Name of I SAS CEN to which s	ssuing Utility) TRAL SERVIC chedule is applic	E AREA		
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(Territory	to which s	chedule is appli			
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				Sheet 7 of 10 Sheets	
		GENE	RAL TERMS ANI	CONDITIONS	
		cept paymer ert disconne		tendered to Company, which are necessa	ary †
	(4) ree	cord stateme	nts disputing the	accuracy of the delinquent bill;	
		cord stateme use for disco		accuracy of Company's findings concernin	g th
		cord stateme e premises;	nts concerning th	e medical condition of any permanent reside	ent
	(7) du	ring the perio	od from Novembe	r 1 through March 31:	
	(a)	inform cu	stomer of the Col	d Weather Rule;	
	(b)		n 4.07.02, <u>Custo</u>	y can avoid disconnection by complying mer's Responsibilities, during the Cold We	
	(c)	inform cu available;		ilability of a list of organizations where fund	s ai
	(d)	) provide a qualify.	list of all othe	pay arrangements for which customer	migl
J.	leave a	conspicuous	notice to the cus	d at the time of disconnection, Company tomer giving the address and telephone nu nge to have Electric Service restored.	
ued <u>Feb</u> Mor	oruary nth	14 Day	<u>2020</u> Year		
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(Name of Issuing Utility) EVERGY KANSAS CENTRAL SERVICE AREA	Replacing Schedule <u>GT&amp;C</u> Sheet <u>8</u>
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# 5.04 Postponement of Discontinuance in Special Circumstances:

- A. If a Residential customer establishes with Company that disconnection would be especially dangerous to the health of customer, resident member of customer's family or other permanent resident at customer's Electric Service address, and customer is unable to pay for Electric Service in accordance with the requirements of Company's billing or can pay for Electric Service only in installments, then disconnection of Electric Service shall be postponed for at least twenty-one days. Such postponement is to allow customer to arrange a reasonable installment payment schedule with Company.
- B. Consideration shall be given to the weather, and customer's or other resident's medical condition, age or disability, in determining whether disconnection would be especially dangerous to health. Customer may establish that disconnection of Electric Service would be especially dangerous to the health of customer, resident members of customer's family, or other permanent resident of the premises where Electric Service is rendered by obtaining a statement signed by a physician or public health official verifying that fact and forwarding or presenting it to Company's office prior to the date of disconnection.
- 5.05 <u>Restoration of Electric Service</u>: Company shall restore Electric Service upon customer's request, when the cause of disconnection has been eliminated, a reconnection charge has been paid, and, if necessary, satisfactory credit arrangements have been made. Company shall at all times, make every commercially reasonable effort to promptly restore disconnected Electric Service on the day requested by customer. In any event, Company shall restore Electric Service to customer no later than the next business day following the day requested by customer.
- 5.06 <u>Review of Disputes</u>:
  - A. Prior to disconnection of Electric Service, if customer advises Company that all or part of a billing is in dispute or that Company's reasons for disconnection are factually invalid, Company shall:
    - (1) immediately record the date, time and place the complaint is made;

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VERGY KAN		, INC. & EVERGY KANSAS SOUTH, INC., d.b.a. EVE	RGY KANSAS CENTRAL SCHEDULE <u>Section 5</u>
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		GENERAL TERMS	AND CONDITIONS
	(2	<ol> <li>postpone disconnection until found to be invalid;</li> </ol>	a full investigation is completed and the dispute is
	(3	3) investigate the dispute promp	tly and completely; and
	(4	<ol> <li>attempt to resolve the dispute parties.</li> </ol>	e informally in a manner mutually satisfactory to both
	S		that a bill is in dispute in any reasonable manner on or by telephone call directed to the appropriate
	е	mploy telephone communication,	te in a mutually satisfactory manner, Company may personal meetings, formal or informal hearings, on- easonably conducive to settlement of the dispute.
	C	company intends to proceed with of both formal and informal proce	customer's satisfaction, and after full investigation disconnection, then Company shall advise customer dures available before the Commission. Company tomer and proceed with disconnection procedures.
5.07	for the p service of collected custome	ourpose of collection or disconnec charge as specified in Section 1 I from customer by Company. I	n it is necessary for Company to make a service call ation of Electric Service because of non-payment, a 2.05, <u>Collection or Disconnection Charge</u> , will be f service cannot be disconnected at meter due to charge as specified in Section 12.16; <u>Disconnection</u> customer by Company.
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5.08 <u>Reconnection Charge</u>: When a customer has been disconnected for conditions in Section 5.01, <u>Conditions for Discontinuing Electric Service</u>, Company may require a service charge as specified in Section 12.06, <u>Reconnection at Meter Charge</u>, or Section 12.17, <u>Reconnection of Service at Pole or</u> Pedestal for reconnecting Electric Service. In addition, Company may require a Security Deposit as specified in Section 3, <u>Credit and Security Deposit Regulations</u>, before Electric Service is restored. If customer orders a disconnection and a reconnection at the same premises within a period of 12 months, Company will collect, as a reconnection charge, the sum of the customer charges as would have been incurred but in no event less than the reconnection charge provided for in Section 12.06, <u>Reconnection Charge</u>.

In addition, if electric service has been disconnected because of unauthorized use, interference, tampering or diversion of electric service (meter bypass), customer shall pay Company an amount estimated by Company to be reasonable payment for electric service used and not paid for, plus the reconnection charge as provided in Section 12.18, <u>Reconnection Charge due to Meter Tampering and/or Diversion</u>.

- 5.09 Lock Ring Device:
  - A. Company may install a Lock Ring Device on meter installations of customers provided there is evidence of a customer reconnecting service after a disconnection (self turn on) or evidence of tampering with the meter in an effort to alter the meter reading, theft of electric service or diversion of electric service. The Company will assess a Lock Ring Charge as provided for in Section 12.14 Lock Ring Charge.

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	12. SCHEDULE OF MISCELLANEO		
12.01	Connection Charge (Re: 2.01.02, 8.02.06)		\$ 5.00
12.02	Meter Reading Charge (Re: 4.04.03 & 4.04.0	5)	\$10.00
12.03	Credit Due Amount (Re: 4.05.03 & 4.05.09)		\$10.00
12.04	Bill Error Amount (Re: 4.05.09, 2.06.02)		\$ 2.00
12.05	Collection or Disconnection at Meter Charge (	Re: 5.07)	\$15.00
12.06	Reconnection at Meter Charge (Re: 5.08)	)	\$20.00
12.07	Insufficient Funds Charge (Re: 4.03)		\$30.00
12.08	Insufficient Funds Service Charge (Re: 4.03)		\$30.00
12.00	Adjustment of Bills for Meter Error (Re: 9.05 E	3 (2))	\$ 2.00
12.00	Adjusted Bill Amount (Re: 4.05.03)	<b>(</b> ( <b>2</b> ))	\$ 2.00
12.10	Meter Test Charge (Re: 9.05 B(7))		\$30.00
			<i> </i>
12.12	Customer Requested Information Charge (Re	. 4.14)	\$20.00
12.13	Lock Ring Charge (Re: 5.10)		\$48.00
12.14	Credit, Debit Card Fee per transaction amoun (Transaction amounts are limited to \$5,000 or		2.70%
12.15	Disconnection of Service at Pole or Pedestal (	Re: 5.07)	\$20.00
12.16	Reconnection of Service at Pole or Pedestal (		\$30.00
12.17	Reconnection of Service Due to Meter Tampe		\$55.00
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