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THE STATE CORPORATION COMMISSION OF KANSAS

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

SCHEDULE ~~1.78, 1.82, 1.84, 1.86~~

~~1.99~~Appendix A

(Name of Issuing Utility)

Replacing Schedule ~~1.78, 1.82, 1.84~~ Sheet 1

EVERGY KANSAS METRO SERVICE AREA

~~1.86-1.99~~

(Territory to which schedule is applicable)

which was filed _____

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

Sheet 1 of 16 Sheets

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

**APPENDIX A
AGREEMENTS**

1. PRIMARY-SECONDARY ELECTRIC SERVICE AGREEMENT

The Company may enter into agreements with customers or prospective customers as needed to complete requests for service. These requests will take various forms depending on the type of service requested. All agreements will be consistent with terms and conditions of Kansas law and the Company's Commission approved tariffs and regulations.

2. INDEMNITY BOND

The Company may, in response to a Customer or prospective Customer's request for service, require an indemnity bond, surety bond, or other financial instrument guaranteeing to reimburse the Company for its cost of construction of distribution facilities. These instruments will take various forms depending on the type of service requested and will be consistent with terms and conditions of Kansas law and the Company's Commission approved tariffs and regulations.

3. PRIVATE, UNMETERED, PROTECTIVE LIGHTING SERVICE INSTALLATION

The Company may enter into agreements with customers or prospective customers as needed to complete requests for service. These requests will take various forms depending on the type of service requested. All agreements will be consistent with terms and conditions of Kansas law and the Company's Commission approved tariffs and regulations.

Issued _____
Month Day Year

Effective December 20 2018
Month Day Year

By _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

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

SCHEDULE ~~1.78, 1.82, 1.84, 1.86~~

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Replacing Schedule ~~1.78, 1.82, 1.84~~ Sheet 2

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4. MUNICIPAL STREET LIGHTING SERVICE:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR A PUBLIC ELECTRIC STREET LIGHTING SYSTEM IN THE _____ OF _____, KANSAS, AND CONTRACTING WITH ~~KANSAS CITY POWER & LIGHT COMPANY~~ EVERGY METRO, INC., ITS SUCCESSORS, ASSIGNS, AND GRANTEES TO OWN, OPERATE AND MAINTAIN SAID PUBLIC ELECTRIC STREET LIGHTING SYSTEM.

WHEREAS, ~~Kansas City Power & Light Company~~ Evergy Metro, Inc. (the "Company") is a corporation duly created, organized, and existing by virtue of the laws of the State of Missouri and qualified to do business in the State of Kansas as a foreign corporation for the purpose of generating, transmitting and distributing electric energy; and

WHEREAS, it is in the best interests of the parties that a public electric street lighting system be installed and operated by the Company pursuant to the terms hereof.

NOW, THEREFORE, be it ordained by the Governing Body of the City of _____, Kansas (the "City"), that the City does contract with the Company as follows:

SECTION 1. All ordinances, parts of ordinances and resolutions in conflict herewith are hereby repealed as of the effective date of this Ordinance.

SECTION 2. This Ordinance shall take effect and be in force from and after its passage and its publication as provided by law and, upon acceptance in writing by the Company as set forth in Section

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16, shall constitute a contract to remain in full force and effect for a term of ten (10) years from the effective date of this Ordinance.

SECTION 3. The Street Lighting System shall be defined as and shall consist of street light luminaries, bracket arms, poles, lamps control equipment, conductors and all other facilities necessary for the operation of electrically operated street lights in those portions of the corporate limits of the City now or hereafter located within the Company's certificated territory. Such Street Lighting System shall include all facilities presently owned by the Company and located within such portions of the City as such facilities now exist, together with all additions thereto, changes therein, and removals therefrom as may be made by the Company at the direction of the City during the term hereof. All facilities included within the Street Lighting System shall be furnished, installed, owned, operated and maintained by the Company. The Company shall supply all electric energy required for the operation of the Street Lighting System as part of the Street Lighting Service to be furnished by the Company to the City hereunder.

SECTION 4. The number, size and type of the street lights on order or now owned and installed by the Company, operated and maintained by the Company and paid for by the City under this Agreement are specified in "Exhibit A" attached hereto and made a part hereof.

SECTION 5. The City shall pay to the Company for Municipal Street Lighting Service furnished by the Company hereunder at the rates and charges provided for in the Company's Rate Schedule _____ for Municipal Street Lighting Service or any superseding schedule therefor as then in effect and on file with the State Regulatory Commission (the "Commission") from time to time during the term hereof.

SECTION 6. The number of street lights set forth in Exhibit A shall be the minimum number of street lights which shall be used and paid for by the City under this Ordinance and if, when, and as additional street lights are installed from time to time under this Ordinance, the minimum number as above set forth shall be increased to the extent of such additional street lights which shall be used and paid for by the City during the remainder of the term of this Ordinance.

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SECTION 7. Additions to the Street Light System, as the same may exist on the effective date of this Agreement, may be ordered by and on behalf of the City from time to time by written order of a legally authorized officer of the City, and upon receipt the Company will institute action to furnish and install street lighting facilities of the type and design specified by the City at the locations designated by the City, provided that the Company shall have the right to reject such order if the facilities specified are not of a standard type or design then being furnished and installed by the Company under its Standards for Municipal Street Lighting Facilities; provided further that the Company may accept an order from the City for the installation of nonstandard street lighting facilities upon terms and conditions satisfactory to the Company and to a legally authorized officer of the City, as evidenced by a written acceptance of any such order.

SECTION 8. Changes in the location or direction of Street Lighting System facilities on public rights of way will be performed by the Company at the City's request. For all changes which are not made in conjunction with, and because of, a public improvement project which is paid for by public funds and requires public rights of way alterations, the City shall reimburse and pay to the Company the Company's cost of labor, transportation and materials incurred for such change (including, without limitation, applicable overheads, insurance and taxes). Removals of Street Lighting System facilities, or portions thereof, will be performed by the Company at the City's request. For all such removals, the City shall reimburse and pay to the Company the Company's cost of labor, transportation and materials incurred for such removal (including, without limitation, applicable overheads, insurance and taxes), as well as the original cost of such facilities, less accrued depreciation and salvage value. A salvage credit will be allowed only when the particular items being removed have current reusable value to the Company. Such changes and removals shall be performed as soon as reasonably practical after receipt of a written order of a legally authorized officer of the City requiring the same.

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SECTION 9. The City will enact reasonable ordinances for the protection of the property of the Company against malicious destruction thereof. Nothing herein contained shall be construed to fix any liability upon the Company for any failure of any or all street lights.

SECTION 10. In consideration of said Municipal Street Lighting Service and the maintenance thereof, the City agrees that it will each year during the term of this Ordinance make a sufficient tax levy for street lighting purposes and within the maximum levy permitted by the laws of the State of Kansas.

SECTION 11. This Ordinance, including the rates and services fixed herein, and all amendments thereto and all ordinances passed by the City concerning the subject matter of the same, shall be in all respects subject to the rules, regulations and order of the Commission, or any other body established by law succeeding to the power now or hereinafter exercised by said Commission.

SECTION 12. The City shall pay all bills rendered by the Company for services furnished under this Ordinance within fifteen (15) days after receipts thereof. If any such bill is not paid within such period, a default shall have incurred and the City shall become liable to pay the Company interest on such bill at the rate of ten percent (10%) per annum until such bill is paid. If any bill shall remain in default for ninety (90) days, the Company may, at its options, discontinue the furnishing of services provided for in this Ordinance, until such time as the delinquent payments, together with all interest thereon, shall have been paid, and the City shall also be liable to the Company for the value of its investment (undepreciated original cost) in the Street Lighting System.

SECTION 13. The Company shall not be liable on account of any interruption or delay of service occasioned by, and shall have no obligation to furnish service hereunder during the time service is interrupted by, an Act of God or any other cause not within the control of the Company, including but not limited to, failure of facilities, load shedding for the protection or restoration of system operations, flood, drought, earthquake, storm, lightning, fire, explosion, epidemic, war, riot, civil disturbance, invasion,

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insurrection, labor disturbance, strike, sabotage, collision, or restraint or order by any court or public or military authority having jurisdiction. Any strike or labor disturbance may be settled at the discretion of the Company.

SECTION 14. The City shall have the right and option to purchase at the expiration of this Ordinance (the "purchase date"), upon one (1) year's written notice to the Company prior to the intended purchase date, only that portion of the Street Lighting System determined by the Company in use and useful and devoted exclusively to furnishing street lighting service under this Ordinance (the "property to be sold"). The purchase price for the property to be sold shall be and consist of all of the following:

- a. the reproduction cost new less depreciation;
- b. consequential and severance damages which will result or accrue to the Company from the sale and transfer of said property to the City;
- c. an allowance for the loss of a portion of the Company's going concern value;
- d. all materials and supplies related uniquely to the property to be sold;
- e. all expenses in connection with such sale; and
- f. all other damages sustained by the Company by reason of such sale.

The City may purchase a portion or portions of the Street Lighting System from time to time by giving written notice to the Company at least three months before the intended purchase date. The purchase price for said portion or portions shall be calculated pursuant to the above pricing formula for purchase of the entire System.

SECTION 15. In the event the City, pursuant to Section 14 hereof elects to and does purchase the property to be sold, the City shall purchase and receive from the Company and the Company shall sell and deliver to the City for a period of ten (10) years from the purchase date all of the electric energy

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required for the operation of all City-owned street lighting facilities then or thereafter located within the certificated service territory of the Company at the applicable rate schedule for such service then or thereafter filed with and approved by the State Corporation Commission of the State of Kansas.

SECTION 16. Within thirty (30) days from and after the publication of this Ordinance in the official paper of the City, the Company, its associates, successors, or assigns shall file with the City Clerk of the City its written acceptance of the provisions hereof and upon said acceptance being filed as herein provided, this Ordinance shall constitute a contract between the City and the Company as set forth herein, and in the event of the failure of the Company to file acceptance within the time specified in this section, then this Ordinance shall ipso facto cease and become null and void.

PASSED AND APPROVED _____, 19____.

Mayor

ATTEST:

City Clerk

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5. MUNICIPAL TRAFFIC CONTROL SIGNAL SERVICE:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR AN ELECTRIC TRAFFIC CONTROL SYSTEM IN THE CITY OF _____, KANSAS, AND CONTRACTING WITH ~~KANSAS CITY POWER & LIGHT COMPANY~~ EVERGY METRO, INC., ITS SUCCESSORS, ASSIGNS, AND GRANTEEES TO OWN, OPERATE AND MAINTAIN SAID ELECTRIC TRAFFIC CONTROL SYSTEM.

WHEREAS, ~~Kansas City Power & Light Company~~ Evergy Metro, Inc. (the "Company"), is a corporation duly created organized, and existing by virtue of the laws of the State of Missouri and qualified to do business in the State of Kansas as a foreign corporation for the purpose of generating, transmitting, and distributing electric energy; and

WHEREAS, it is to the best interest of the parties that an electric traffic control system be installed and operated by the Company pursuant to the terms hereof.

NOW, THEREFORE, be it ordained by the Governing Body of the City of _____, Kansas

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(the "City"), that the City does contract with the Company as follows:

ARTICLE I

Cancellation of All Prior Traffic Control Ordinances

All ordinances, parts of ordinances and resolutions in conflict herewith are hereby repealed as of the effective date of this Ordinance.

ARTICLE II

Term of Ordinance

This Ordinance shall take effect and be in force from and after its passage and its publication as provided by law and, upon acceptance in writing by the Company as set forth in Article XI, shall constitute a contract to remain in full force and effect for a term of ten (10) years from the effective date of this Ordinance.

ARTICLE III

Traffic Control Signal Service

SECTION 1. The Traffic Control System shall be defined as and shall consist of traffic control signals, poles, lamps, control cables, conductors and all other facilities necessary for the operation of electrically operated signals in those portions of the corporate limits of the City now or hereafter located within the Company's certificated territory. Such Traffic Control System shall include all such facilities presently owned by the Company and located within such portions of the City as such facilities now exist, together

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with all additions thereto, changes therein, and removals therefrom as may be made by the Company at the direction of the City during the term hereof as herein provided.

SECTION 2. All facilities included within the Traffic Control System shall be furnished, installed, owned, operated and maintained by the Company. However, the City shall reimburse and pay to the Company, for any maintenance of traffic control facilities made necessary by inadequate maintenance of the roadways of the City, the cost to the Company of labor, transportation and materials incurred by the Company in such maintenance of traffic control facilities including, without limitation, applicable overheads, insurance and taxes.

SECTION 3. The City shall have the sole responsibility and authority to establish the timing of all traffic signals included in the Traffic Control System. The Company shall regulate its facilities so as to establish the timing of traffic control signals as nearly as practical in accordance with the schedules and instructions thereof submitted to the Company by a legally authorized officer of the City.

SECTION 4. The Company shall supply all electric energy required for the operation of the Traffic Control System as part of the Traffic Control Signal Service to be furnished by the Company to the City hereunder.

SECTION 5. All traffic control signal units shall be operated by the Company twenty-four hours per day. In the event of an interruption in such continuous operation, the Company will, after notice of such interruption is received by the Company through its Customer Service Center, restore such traffic control signal units to operation as soon as reasonably practical. During the period of any such interruption, the City shall use its best efforts to obtain appropriate police control of the traffic affected thereby.

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ARTICLE IV

Additions, Changes and Removals

SECTION 1. Additions to the Traffic Control System, as the same may exist on the effective date of this Ordinance, may be ordered by and on behalf of the City from time to time by written order of a legally authorized officer of the City, and upon receipt the Company will institute action to furnish and install traffic control facilities of the type and design specified by the City at the locations designated by the City, provided that the Company shall have the right to reject such order if the facilities specified are not of a standard type or design then being furnished and installed by the Company under its Standards for Municipal Traffic Control Facilities; provided further that the Company may accept an order from the City for the installation of non-standard traffic control facilities upon terms and conditions satisfactory to the Company and to a legally authorized officer of the City, as evidenced by a written acceptance of any such order.

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SECTION 2. The City by written order of a legally authorized officer of the City may require the Company to change the type, location or direction of any facilities included in the Traffic Control System or to discontinue and remove any such traffic control facilities. Such changes or discontinuances shall be completed by the Company as soon as reasonably practical after receipt of the order. The City shall reimburse and pay to the Company for each such change or removal the cost to the Company of labor, transportation and materials incurred by the Company in such change or removal, including, without limitation, applicable overheads, insurance and taxes, and remaining value of such facilities. As used herein the term "remaining value" shall mean the original cost of any facilities removed, less salvage value thereof, less depreciation on unrecovered original cost, plus the cost of removal, unless the City requires the Company to discontinue and remove traffic control facilities in the Traffic Control System so that it may install City-owned traffic control facilities at the same location. In that case the City shall reimburse and pay to the Company for each such removal the reproduction cost new, less depreciation, plus labor and transportation costs for removal of the traffic control facilities. A salvage credit will be allowed only when the particular pieces of equipment being removed have current, reusable value to the Company.

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ARTICLE V

Rates and Charges

The City shall pay to the Company for Traffic Control Signal Service furnished by the Company hereunder at the rates and charges as provided for in Company's Rate Schedule 2-TR for Municipal Traffic Control Signal Service or any superseding schedule therefor as then in effect and on file with the State Regulatory Commission from time to time during the term hereof.

ARTICLE VI

Billing

The City shall pay all bills rendered by the Company for services furnished under this Ordinance within fifteen (15) days after receipt thereof. If any such bill is not paid within such period, a default shall have incurred and the City shall become liable to pay the Company interest on such bill at the rate of ten percent (10%) per annum until such bill is paid. If any bill shall remain in default for ninety (90) days, the Company may, at its option, discontinue the furnishing of services provided for in this Ordinance, until such time as the delinquent payments, together with all interest thereon, shall have been paid, and the City shall also be liable to the Company for the value of its investment (undepreciated original cost) in the Traffic Control System.

ARTICLE VII

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Force Majeure

The Company shall not be liable on account of any interruption or delay of service occasioned by, and shall have no obligation to furnish service hereunder during the time service is interrupted by, an Act of God or any other cause not within the control of the Company, including but not limited to, failure of facilities, load shedding for the protection or restoration of system operations, flood, drought, earthquake, storm, lightning, fire, explosion, epidemic, war, riot, civil disturbance, invasion, insurrection, labor disturbance, strike, sabotage, collision, or restraint or order by any court or public or military authority having jurisdiction. Any strike or labor disturbance may be settled at the discretion of the Company.

ARTICLE VIII

Locations of Traffic Control System

A list of the locations of the existing or authorized Traffic Control facilities included in the Traffic Control system is attached as Exhibit A hereto and made part hereof.

ARTICLE IX

City's Right to Purchase

The City shall have the right and option to purchase at the expiration of this Ordinance (the "purchase date"), upon one (1) year's written notice to the Company prior to the intended purchase date, only that

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portion of the Traffic Control System determined by the Company in use and useful and devoted exclusively to furnishing traffic signal service under this Ordinance (the "property to be sold"). The purchase price for the property to be sold shall be and consist of all of the following:

- a. the reproduction cost new less depreciation;
- b. consequential and severance damages which will result or accrue to the Company from the sale and transfer of said property to the City;
- c. an allowance for the loss of a portion of the Company's going concern
- d. all materials and supplies related uniquely to the property to be sold;
- e. all expenses in connection with such sale; and
- f. all other damages sustained by the Company by reason of such sale.

ARTICLE X

Purchase of Energy for City-Owned System

In the event the City, pursuant to Article IX hereof elects to and does purchase the property to be sold, the City shall purchase and receive from the Company and the Company shall sell and deliver to the City for a period of ten (10) years from the purchase date all of the electric energy required for the operation of all City-owned traffic control facilities then or thereafter located within the certificated service territory of the Company at the applicable rate schedule for such service then or thereafter filed with an approved by the State Regulatory Commission.

Issued _____
Month Day Year

Effective December 20 2018
Month Day Year

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THE STATE CORPORATION COMMISSION OF KANSAS

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

SCHEDULE ~~1.78, 1.82, 1.84, 1.86~~

~~1.99~~Appendix A

(Name of Issuing Utility)

Replacing Schedule ~~1.78, 1.82, 1.84~~ Sheet 16

EVERGY KANSAS METRO SERVICE AREA

~~1.86-1.99~~

(Territory to which schedule is applicable)

which was filed _____

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

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

**APPENDIX A
AGREEMENTS**

ARTICLE XI

Publication and Acceptance

Within thirty (30) days from and after the publication of this Ordinance in the official paper of the City, the Company, its successors, assigns or grantees, shall file with the City Clerk its written acceptance of the provisions hereof and upon said acceptance being filed as herein provided, this Ordinance shall constitute a contract between the City and the Company for the period set forth herein; in the event of the failure of the Company to file acceptance within the time specified in this section, this Ordinance shall ipso facto cease and become null and void.

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THE STATE CORPORATION COMMISSION OF KANSAS

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

~~199~~Appendix A

SCHEDULE ~~1.78, 1.82, 1.84, 1.86~~

(Name of Issuing Utility)

Replacing Schedule ~~1.78, 1.82, 1.84~~ Sheet 17

EVERGY KANSAS METRO SERVICE AREA

(Territory to which schedule is applicable)

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PASSED AND APPROVED THIS _____ DAY OF _____, 19____.

Mayor

ATTEST:

City Clerk

Issued _____
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Darrin Ives, Vice President

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

SCHEDULE Section 1

(Name of Issuing Utility)

Replacing Schedule 1.05-1.07b Sheet 1

EVERGY KANSAS METRO SERVICE AREA

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

Sheet 1 of 5 Sheets

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

1. DEFINITIONS

The following terms, when used in these General Rules and Regulations, in Rate Schedules and in Service Agreements, shall, unless otherwise indicated therein, have the meanings given below:

- 1.01 COMPANY:** ~~KANSAS CITY POWER & LIGHT COMPANY~~ Evergy Kansas Metro, Inc., any successor or assignee thereof, acting through its duly authorized officers, agents or employees within the scope of their respective duties and authorities.
- 1.02 COMMISSION:** THE STATE CORPORATION COMMISSION OF THE STATE OF KANSAS and any successor of such Commission having jurisdiction of the subject matter hereof.
- 1.03 PERSON:** Any individual, partnership, co-partnership, firm, company, public or private corporation, association, joint stock company, trust, estate, political subdivision, governmental agency or other legal entity recognized by law.
- 1.04 CUSTOMER:** The term "Customer" is used herein to designate any person, partnership, association, firm, public or private corporation or governmental agency applying for or using electric service supplied by the Company.
- 1.05 RURAL CUSTOMER:** A Customer taking electric service (except electric service used in connection with a commercial enterprise not related to residential or farming purposes) who uses such electric service for residential purposes in a district which has not been platted and recorded, or in connection with the carrying on of farming or other agricultural pursuits. The Company reserves the right in all instances to designate whether a Customer is or is not a rural customer.

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EVERGY KANSAS METRO SERVICE AREA

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which was filed _____

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

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

1. DEFINITIONS

- 1.10 CUSTOMER'S INSTALLATION:** All wiring, appliances and apparatuses of every kind and nature on the Customer's premises, on the Customer's side of the point of delivery (except the Company's meter installation), used or useful by the Customer in connection with the receipt and utilization of electric service supplied by the Company.
- 1.11 POINT OF DELIVERY:** The point at which the Company's conductors and/or equipment (other than the Company's meter installation) make electrical connection with the Customer's installation, unless otherwise specified in the Customer's service agreement. Examples of typical meter configurations depicting the point of delivery can be found in the Company's Construction Standards at www.keplevergy.com.
- 1.12 METER INSTALLATION:** The meter or meters, together with auxiliary devices, if any, constituting the complete installation needed by the Company to measure the class of electric service supplied to a Customer at a single point of delivery.
- 1.13 MONTH:** An interval of approximately thirty (30) days, unless specified or appearing from the context to be a calendar month.
- 1.14 SERVICE AGREEMENT:** The application, agreement or contract, expressed or implied, pursuant to which the Company supplies electric service to the Customer.
- 1.15 ADULT:** One who has reached the legal age of majority, generally 18 years.
- 1.16 BILLING ERROR:** The incorrect billing of an account due to a Company or Customer meter reading error, which results in incorrect charges.
- 1.17 FIELD ERROR:** Shall be considered to include lost/mishandled paperwork, installing metering incorrectly, or failure to close the meter potential or test switches. A Field Error may result in a Billing Error.

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THE STATE CORPORATION COMMISSION OF KANSAS
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SCHEDULE Section 1

(Name of Issuing Utility)

Replacing Schedule 1.05-1.07b Sheet 4

EVERGY KANSAS METRO SERVICE AREA

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

1. DEFINITIONS

- 1.18 FRAUD:** The misrepresentation of material facts by a customer, or other person, by giving false or misleading information or by concealment of that which should have been disclosed as a deceptive means to gain or maintain utility service, avoid payment for past, present or future service, or obtain a refund and so cause the Company or others to rely upon such misrepresentations to the Company's financial detriment. Includes, but is not limited to: (a) furnishing Company with false names, or customer information not legally assigned to such person, (b) furnishing false or altered customer identification, (c) furnishing false or altered residency history, (d) furnishing false or altered ownership or lease papers, (e) rendering false reports of unauthorized electronic fund transfers to the Company.
- 1.19 METER ERROR:** The incorrect registration of electric consumption resulting from a malfunctioning or defective meter.
- 1.20 RESPONSIBLE PARTY:** Any adult, landlord, property management company, or owner applying for electric service at a given premise.
- 1.21 TAMPERING:** To rearrange, damage, injure, destroy, alter, or interfere with, Company facilities, service wires, electric meters and associated wiring, locking devices, or seals or otherwise prevent any Company equipment from performing a normal or customary function

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**GENERAL RULES AND REGULATIONS
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1. DEFINITIONS

1.22 UNAUTHORIZED USE: To use or receive the direct benefit of all, or a portion of, the utility service with knowledge of, or reason to believe that diversion, tampering or other unauthorized connection existed at the time of the use, or that the use or receipt was fraudulent and/or without the authorization or consent of the utility. Includes but is not limited to: (a) tampering with or reconnection of service wires and/or electric meters to obtain metered use of electricity, (b) the unmetered use of electricity resulting from unauthorized connections, alterations or modifications to service wires and or electric meters, (c) placing conductive material in the meter socket to allow unmetered electricity to flow from the line-side to load-side of the service, (d) installing an unauthorized electric meter in place of the meter assigned to the account, (e) inverting or repositioning the meter to alter registration, (f) disrupting the magnetic field or wireless communication of the meter causing altered registration, (g) damaging or altering the electric meter to stop registration, (h) using electric service without compensation to the utility.

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(Name of Issuing Utility)

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EVERGY KANSAS METRO SERVICE AREA

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

2. APPLICATION FOR SERVICE AND AGREEMENTS

2.01 APPLICATION FOR SERVICE:

A customer applying for electric service shall, if requested by the Company, furnish sufficient information on the size and characteristics of the load and the location of the premises to be served and such additional information as to enable the Company to designate the class or classes of electric service it will supply to the Customer and the conditions under which they will be supplied. A separate application shall be made for each class of electric service to a Customer at each premises of the Customer.

2.02 SERVICE AGREEMENTS:

A. PROVISIONS: Electric service will be supplied to the Customer under the provisions of the Customer's service agreement which shall also include the provisions of (a) the Company's applicable rate schedule, rules and regulations in effect and on file with the Commission, (b) the Commission's applicable rules and general orders, (c) any special contract with the Customer, and (d) the standards adopted by the Commission in its Order in Docket No. 114,337-U, as the same may be amended from time to time, which standards are incorporated herein. With respect to (d) above, to the extent that any of the Company's General Rules and Regulations Applying to Electric Service are in conflict with such Commission standards, the provisions of the latter shall be deemed controlling. The taking of electric service by a Customer will constitute acceptance of, and an agreement to be bound by, all such provisions. The Company may require all or any portion of the Customer's service agreement to be executed in writing on a form furnished by the Company. A record of oral service requests must be kept on file by the Company for four (4) months. All customers requesting service orally shall be given the name of the Company representative receiving the service request and a confirmation code.

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**GENERAL RULES AND REGULATIONS
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- B. MODIFICATIONS:** A service agreement shall be subject to modification, and shall be deemed modified, from time to time during the term thereof in accordance with all applicable changes in the Company's rate schedules, rules and regulations, and the Commission's general orders, as authorized by law.
- C. TERM:** Normally, all service agreements, except those under which the applicable rate schedule expressly permits a shorter term, shall be effective for a minimum initial term of one year from the date electric service commences (unless terminated by mutual agreement of the Customer and the Company) and after the initial term shall continue from month to month until terminated by the Customer; provided that any Customer supplied electric service under the Residence Service rate schedules may terminate such electric service at any time upon notice to the Company, except that any such termination shall not relieve the Customer of any minimum bills under Rule 8.01(B) hereof.
- D. UNUSUAL LOADS:** When the Customer's load requirements are unusually large, or otherwise necessitate a substantial investment by the Company in special or additional equipment or facilities to serve the Customer's requirements, the Company may require the service agreement to be for an initial term of more than one year. Upon termination or cancellation, the Company may require payment by the Customer of such secured or unsecured charges and amounts (which may be required to be deposited before construction of such equipment or facilities) as may be necessary to protect the investment of the Company.
- E. CUSTOMER INSOLVENCY:** A service agreement shall, at the option of the Company, cease and terminate and all amounts due the Company thereunder shall become immediately payable without further notice in case any act of bankruptcy is made by the Customer, or any petition in bankruptcy, either voluntary or involuntary, is filed by or against the Customer.

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**GENERAL RULES AND REGULATIONS
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- F. SUCCESSION AND ASSIGNMENT:** A service agreement shall inure to the benefit of and be binding upon the Customer's successors by operation of law but shall not be assignable voluntarily by the Customer.
- G. AUTHORITY:** No representative, agent or employee of the Company, except a corporate officer, shall have authority to amend, alter, waive or change any of the Company's rules and regulations or otherwise bind the Company by promises or representations.
- H. WAIVER BY COMPANY:** Waiver by the Company with respect to any default by a Customer in complying with the provisions of his service agreement shall not be deemed to be a waiver with respect to any other or subsequent default by such Customer.
- I. WAIVER BY COMMISSION:** The Company reserves the right to request waiver by the Commission in individual cases of any standards adopted by the Commission if it deems the standard(s) would not serve the interests of either the Company or the Customer.

2.03 TEMPORARY ELECTRIC SERVICE:

The Customer shall pay to the Company the Company's estimated cost of connecting and disconnecting its facilities to supply temporary electric service. A temporary electric service installation may include any required overhead or underground extensions of primary and secondary lines, transformers, underground or overhead service conductors and metering equipment. The Company may require payment of such amount in advance. Temporary service will be made available to carnivals, fairs and circuses, and for construction purposes, and other temporary or transient businesses.

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

2.04 AGREEMENT FORMS:

Standard forms of the following agreements, indemnity bond and ordinances are included in Appendix A, and are hereby incorporated by reference into these Rules and Regulations:

- A. Primary-Secondary Service Agreement
- B. Indemnity Bond
- C. Private Unmetered Protective Lighting Service Installation
- D. Municipal Street Lighting Service
- E. Municipal Traffic Control Signal Service

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

3. CREDIT AND SECURITY DEPOSIT REGULATIONS

3.01 CREDIT REGULATIONS:

- A. The Company may request a Customer to make a cash deposit or furnish a surety bond to help ensure payment for service. In making its determination to request a deposit, the Company may require a Customer to provide reasonable credit information before service is made available.
- B. In addition to a cash deposit or surety bond, as described in 3.01(A), the Company may require at least one form of positive identification from Residential Customers. Acceptable forms of positive identification include social security number, driver's license, other photo identification, or birth certificate. A social security number may be requested as positive identification, but shall not be required. If positive identification or proof of residence is not immediately available, a Customer providing a full deposit shall have at least thirty (30) days to secure positive identification, provided that said grace period does not conflict with any statutes or regulations relating to identity theft detection prevention and mitigation. The Company may request the names of each adult occupant residing at the location where residential service is being provided. For non-residential non-incorporated applicants, the Company may require the name of the person(s) responsible for payment of the account and at least one form of positive identification, as well as the name of the business, type of business, and employer identification number as issued by the Internal Revenue Service, if available.

3.02 SECURITY DEPOSITS:

- A. Deposits may be required by the Company at the time of application for service if any one of the following criteria is met:

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1. The Company establishes that the Customer has an unsatisfactory credit rating based on internal bill payment history or payment history with another utility, or has an insufficient prior credit history upon which a credit rating may be based. Payment history with another utility may only be obtained with the customer's approval.
 2. The Customer has an outstanding, undisputed and unpaid account with the Company which accrued within the last five (5) years if the service agreement was signed, or three (3) years if service was provided under an oral request for service.
 3. The Customer has caused or permitted unauthorized interference with, or physical diversion of utility service, within the last five (5) years.
- B. For the purposes of requiring applications for service and initial deposits under Subsection 3.02(A):
1. Customers who apply for new service at a concurrent and separate metering point, residence, or location may be considered new applicants.
 2. Residential Customers who have been disconnected and reconnected to service at the same premise within a thirty (30)-day period shall be considered existing customers. Residential Customers lawfully disconnected for a period exceeding thirty (30) days may be considered new applicants.
 3. Nonresidential Customers who have been disconnected, but not issued a final bill, shall be considered existing customers. Nonresidential customers who have been lawfully disconnected and issued a final bill may be considered new applicants.
 4. New owners or leaseholders of an existing premise may be considered new applicants. New owners of the corporate or business entity that is the customer may be considered new applicants.

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**GENERAL RULES AND REGULATIONS
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- 5. Existing Customers who file for bankruptcy may be considered new applicants.
- C. The Company may at any time after application for service, upon five (5) days written notice, require a new or modified deposit to guarantee payment of bills for utility service rendered if:
- 1. The Customer fails to pay an undisputed bill before the bill due date for three (3) consecutive billing periods, one of which is, or has been, at least thirty (30) days in arrears – the first day of the arrearage period is the first day after the due date on the bill.
 - 2. The Customer is a non-residential customer and has a change in the character of service – defined as a change in the nature or classification of use.
 - 3. The Customer was disconnected for non-payment two (2) or more times within the most recent twelve (12) month period;
 - 4. The Customer has defaulted on a payment agreement(s) two (2) or more times within the most recent twelve (12) month period;
 - 5. The Customer has tendered two or more insufficient funds payments within the most recent twelve (12) month period;
 - 6. The Customer has sought debt restructuring relief under federal bankruptcy laws. Within sixty (60) days after the bankruptcy has been discharged, if the deposit on file is less than the maximum security deposit requirement for the same premise, the utility may recalculate the customer’s security deposit based on the most recent twelve (12) months of usage.

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**GENERAL RULES AND REGULATIONS
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If the Customer's existing security deposit is to be adjusted or modified, the customer's maximum security deposit requirement will be calculated in the same manner as an initial deposit. The entire deposit requirement will be treated as an initial deposit subject to Billing Standards rules for installment payments and retention.

- D. No deposit shall be required by the Company because of a Customer's race, sex, creed, national origin, marital status, age, number of dependents, source of income, or geographical area of residence.
- E. Security deposits paid to the utility by any payment method approved for the payment of bills (cash, check, credit card, debit card or electronic payment, etc.) shall be considered as paid in "cash" to the utility. These deposits shall accrue interest according to Section 3.05.

3.03 DEPOSIT AMOUNTS:

- A. The amount of the cash deposit or surety bond required for Residential and Small Nonresidential Customers shall not exceed two (2) times the amount of that Customer's projected average monthly bills. For purposes of determining deposits, a Small Nonresidential Customer is one that uses an average of 3240 kWh or less per month. For all other classes of service, the amount required shall not exceed the sum of that Customer's projected largest two (2) monthly bills. For purposes of establishing deposits and projecting monthly bills, the Company shall consider the length of time the Customer can reasonably be expected to take service, past consumption patterns, end use of service, and consumption patterns of other similar customers. The Customer shall be informed of, and the Company shall permit, payment of this required residential or small commercial deposit in equal installments over a period of four (4) months. Disconnection for non-payment of deposit shall be governed by Section 5.01 and the Cold Weather Rule.

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**GENERAL RULES AND REGULATIONS
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- B. If a deposit is assessed due to documented evidence of diversion of electric service, within the past five (5) years, the total amount of the deposit will be three (3) times the Customer's average monthly bill. The Customer will be informed at the time the deposit is assessed that the deposit may be paid in equal installments over a period of six (6) months. If the Customer has an existing deposit, the Customer will be assessed an additional deposit such that the total deposit on the account will equal three (3) times the average monthly bill.

3.04 RETURN OF DEPOSITS:

- A. When a Residential Customer has made timely payments of undisputed bills for ten (10) of the last twelve (12) consecutive months, and if no undisputed bill was unpaid after thirty (30) days beyond the due date, the Company will apply the deposit, plus interest, as a credit to the Customer's bill. If requested by the Customer, the Company will refund the deposit, plus interest, in lieu of applying a credit to the Customer's account. No credit or refund of a deposit will be made at any time that the Customer's account has an undisputed bill in arrears.
- B. Upon termination of service, if the deposit is not to be transferred to a different service address for the same Customer, the Company will refund the deposit to the Customer, less any unpaid bills due the Company.
- C. Deposits taken from small non-residential Customers shall be credited with interest to their utility bills or, if requested, refunded after twenty-four (24) months if the customer has paid twenty (20) of the last twenty-four (24) bills on time and no undisputed bill was unpaid after thirty (30) days beyond the due date.

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**GENERAL RULES AND REGULATIONS
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D. Large non-residential Customer security deposits will be retained by the utility until termination of service. Large non-residential Customers will have their deposit requirements recalculated every three (3) years or when the non-cash security deposit expires. The maximum deposit required shall be increased or decreased as appropriate for each Customer. Customers may request that the utility recalculate their deposit at a shorter interval. The Company and/or Customer shall have thirty (30) days to correct the deposit on file.

3.05 INTEREST:

All deposits paid to the Company will accrue simple interest at a rate set from time to time by Commission Order. Interest will be credited annually to all Customer accounts.

3.06 TRANSFER OF DEPOSITS:

Deposits shall be nontransferable from one Customer to another Customer.

3.07 THIRD-PARTY GUARANTEE:

A. In lieu of a security deposit, the Company shall accept the written guarantee of another Kansas Residential Customer, who has no deposit on file and has made ten (10) of the last twelve (12) payments on time with no undisputed payment remaining unpaid after thirty (30) days as surety for a Residential Customer account. The Company will require the guarantor to sign an agreement allowing the Company to transfer the guarantee amount or the Customer's debt, whichever is less, to the guarantor's account.

B. In the event the guarantee amount or the Customer's debt is transferred to the guarantor's account, the guarantor will have the same time to pay the deposit as a new Customer and can be disconnected for nonpayment under conditions set out in Section 5.01 or the Cold Weather Rule. The Company shall not hold the guarantor liable for sums in excess of the guarantee amount or for attorney or collection fees.

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- C. Should the guarantor, during the term of the agreement, be assessed a deposit, the Company may terminate the guarantee and require the Customer to provide a deposit or another guarantee. If the guarantor ceases to be a Residential Customer within the Company's Kansas service territory, responsibility for the deposit reverts to the Customer.
- D. The guarantor shall be released when the Customer would qualify for a deposit refund under Section 3.04 of this Rule or upon termination of service to the Customer and payment of utility bills.
- E. The Company may accept the written guarantee of any responsible party or obtain a letter of credit as surety for a Residential Customer service account.
- F. For non-residential Customers, the Company may accept a surety bond, irrevocable letter of credit, or other written guarantee from a responsible individual or company that will be responsible for paying the Customer's utility bill in the event of non-payment.

3.08 RECORD OF DEPOSITS:

- A. The Company shall maintain records of all deposits received from Customers, showing the name of each Customer, the address of the premises for which the deposit is maintained, the date and amount of deposit, the date and amount of interest paid.
- B. Whenever a security deposit is accepted, the utility will issue to the customer a non-assignable receipt containing the following minimum information:
 - 1. Name of Customer;
 - 2. Place of deposit;
 - 3. Date of deposit;
 - 4. Amount of deposit;
 - 5. Utility name and address, signature, and title of the utility employee receiving deposit;
 - 6. Current annual interest rate earned on deposit; and

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THE STATE CORPORATION COMMISSION OF KANSAS

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(Name of Issuing Utility)

SCHEDULE Section 3

EVERGY KANSAS METRO SERVICE AREA

(Territory to which schedule is applicable)

Replacing Schedule 1.15-1.21 Sheet 8

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- 7. Statement of the terms and conditions governing the use, retention and return of deposits as set forth in Section 3.04.

Alternatively, in lieu of a receipt, the Company may indicate on the Customer's monthly bill the amount of any security deposit retained by the Company, provided that the information required by Section 3.08(B)(6) and (7) above is otherwise individually given in writing to the Customer. In all cases, a receipt shall be given upon the Customer's request.

3.09 PRIOR INDEBTEDNESS OF CUSTOMER:

The Company shall not be required to commence supplying electric service to a Customer, or if commenced, the Company may terminate such service pursuant to Section 5.01, if, at the time of such application:

- A. there is an outstanding debt on an account with the Company which accrued within the last five (5) years if the Customer signed the service agreement for that account, or within the last three (3) years if the Customer agreed orally at the time service was commenced to be responsible for that account; or
- B. there is an outstanding debt on a prior account for the Customer's current or prior premises, and both the Customer and the person responsible for said outstanding debt under these rules occupied the premises when the outstanding debt was incurred, and both currently occupy the premises

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SCHEDULE Section 7

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7. UTILITY'S SERVICE OBLIGATIONS

7.01 SUPPLYING ELECTRIC SERVICE:

Except as otherwise provided by Rule 8 hereof, electric service will be supplied by the Company under an available rate schedule only at such premises as are adjacent to the Company's existing distribution facilities which are adequate and suitable, as to capacity, voltage, phase and other characteristics to supply electric service for the requirements of the Customer, unless special arrangements are made between the Customer and the Company.

7.02 CLASS OF SERVICE:

Except as may be otherwise provided under an applicable and available rate schedule of the Company, all electric service will be supplied in the form of 60 cycle alternating current and at primary and secondary voltages as available and as designated by the Company. The class or classes of electric service which will be designated by the Company will depend on the location, size, type and other characteristics of the Customer's load requirements.

7.03 LINE CONSTRUCTION:

Normally all transmission and distribution lines of the Company will be of overhead construction. Underground distribution lines in an area or on the Customer's premises will be made available pursuant to Rule 8 hereof. However, the Company reserves the right to place any transmission or distribution line underground where it is more economical or convenient for the Company to do so.

7.04 DELIVERY OF ELECTRIC SERVICE TO CUSTOMER:

The Company shall supply electric service to the Customer at the Customer's point of delivery. The Customer shall provide a service entrance to be located at a suitable point on or near the Customer's premises as specified by the Company. Only authorized Company employees shall be permitted to energize the Customer's installation from the Company's facilities.

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7.05 COMPANY RESPONSIBILITY:

The obligation of the Company to supply electric service to the Customer shall be completed by the supplying of such electric service at the Customer's point of delivery for the operation of all electrical equipment on the premises of the Customer. The Company shall not be obligated to supply electric service to a Customer for a portion of the electrical requirements on the premises of the Customer, except pursuant to an applicable rate schedule therefore. The responsibility of the Company for the quality of service and the operation of its facilities ends at the point of delivery. The Company shall be required only to furnish, install and maintain one connection from its distribution facilities, service conductors from such connection to the Customer's point of delivery and one meter installation to measure such electric service to the Customer.

7.06 CONTINUITY OF SERVICE:

The Company will use reasonable diligence to supply continuous electric service to the Customer but does not guarantee the supply of electric service against irregularities and interruptions. Except where due to the Company's willful misconduct or gross negligence, the Company shall not be considered in default of its service agreement and shall not be liable in negligence or otherwise for any claims for loss, expense or damage (including indirect, economic, special or consequential damage) regardless of cause.

7.07 CURTAILMENT, INTERRUPTION OR SUSPENSION OF SERVICE:

A. The Company shall have the right to curtail (including voltage reduction), interrupt or suspend electric service to the Customer for temporary periods as may be necessary for the inspection, maintenance, alteration, change, replacement, or repair of electric facilities, or for the preservation or restoration of its system operations or of operations on the interconnected electric systems of which the Company's system is a part.

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- B. During any period of emergency conditions on the Company's system or on the interconnected electric systems of which the Company system is a part, the Company shall have the right of selective curtailment, interruption, suspension, or restoration of electric service, both within and without its system and as among Customers served directly from its system, through the operation of protective devices or equipment, or by other means deemed by it to be appropriate to preserve or restore the operational integrity of any portion of its generating resources and transmission facilities or those of the interconnected electric systems of which the Company's system is a part.

- C. During the continuance of any such emergency conditions and depending upon the operating characteristics of the Company's system and its interconnected electric systems, the nature of the deficiency, and to the extent of time availability, the Company's procedures for curtailment, interruption or suspension to Customers served directly from the Company's system shall generally provide that:
 - 1. Interruptible electric service will be suspended;
 - 2. Voluntary reduction of use of electric service will be requested directly by the Company of major use customers and will be requested by the Company of all customers by public appeals through the news media;
 - 3. Selective curtailment, interruption or suspension of service will be made by the Company either manually or through the automatic operation of protective devices or equipment pursuant to load shedding programs coordinated by the Company with other regional interconnected electric systems; and
 - 4. News media will, insofar as practicable, be kept informed of the Company's progress in the restoration of electric service during the period of such emergency conditions.

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- D. The Company, in its sole judgment, may effect any additional or alternative procedures during the period of such emergency conditions as it deems necessary or more appropriate in the preservation or restoration of electric service on its system and the interconnected systems of which the Company's system is a part; provided that, if such emergency conditions would prevail on the Company's system or its interconnected systems for substantially more than two hours, then, to the extent that the Company's system resources and facilities are available to serve a portion but not all of the less critical categories of its system electric loads under such coordinated plans, the Company will manually rotate service among such less critical categories of loads served directly from its system so as to limit the continuous period of interruption to such loads.
- E. Upon restoration of the operational integrity of the interconnected electric systems of which the Company's system is a part, the re-energizing of the Company's system or those parts upon which service has been curtailed, interrupted or suspended will proceed as rapidly as practicable, dependent upon the availability of generation and/or the stability of the interconnected electric systems.

7.08 RESTORATION OF SERVICE:

In all cases of interruption or suspension of service, the Company will make reasonable efforts to restore service without unnecessary delay. Labor disturbances affecting the Company or involving employees of the Company may be resolved by the Company at its sole discretion.

7.09 APPLICATION OF RATE SCHEDULE:

Neither interruption nor suspension of electric service by the Company shall relieve the Customer from charges provided for in the Customer's service agreement.

7.10 REFUSAL TO SERVE:

The Company may refuse to supply electric service to any Customer who fails or refuses to comply with any provisions of any applicable law, general order of the Commission or rate schedule, rule or regulation of the Company in effect and on file with the Commission.

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7.11 PROPERTY OF THE COMPANY:

All facilities furnished and installed by the Company on the premises of the Customer for the supply of electric service to the Customer shall be and remain the exclusive property of the Company. All facilities on the premises of the Customer which are or become the property of the Company shall be operated and maintained by and at the expense of the Company, may be replaced by the Company at any time, and may be removed by the Company upon termination of the Customer's service agreement or upon discontinuance by the Company of electric service to the Customer for any reason.

7.12 LIABILITY OF COMPANY:

Except where due to the Company's willful misconduct or gross negligence, the Company shall not be liable in negligence or otherwise for any claims for loss, expense or damage (including indirect, economic, special or consequential damage) on account of fluctuations, interruption in, or curtailment of electric service; or for any delivery delay, breakdown; or failure of or damage to facilities; or any electric disturbance originating on or transmitted through electric systems with which the Company's system is interconnected, act of God, or public enemy, strike, or other labor disturbance involving the Company or the Customer, civil, military or governmental authority.

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**GENERAL RULES AND REGULATIONS
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8. LINE EXTENSIONS AND DISTRIBUTION POLICIES

The Company will supply electric service at premises not adjacent to its existing distribution facilities which are adequate and suitable as to capacity, voltage, phase and other characteristics for the electric service required by the Customer, in accordance with the following extension policy:

8.01 OVERHEAD SINGLE-PHASE RESIDENTIAL EXTENSIONS:

- A. Company will make free extensions of its distribution lines as and when necessary to serve any and all prospective customers applying for electric service, located within one-quarter (1/4) mile of existing distribution lines in which utility holds certificates of convenience and necessity from the State Corporation Commission. Extensions may involve application of the quarter-mile (1/4 mile) provision to a customer's property line, onto a Customer's property, or a combination providing extension to the Customer's property line and onto a Customer's property.
- B. The Company will build the first one-eighth (1/8) mile and the last one-eighth (1/8) mile of single-phase line per residential customer under its established rates and minimum charges. In the event the line extension exceeds one-quarter (1/4) mile per residential Customer, there shall be a monthly Customer Charge or an increase in the existing monthly Customer Charge. The amount of the Customer Charge or increase to an existing monthly Customer Charge may be paid in equal installments over sixty consecutive bills.
- C. Residential service as provided under this Rule 8.01 is defined as electric service to a permanent single-family residence consisting of a single structure roofed and enclosed within exterior walls, built for permanent use, erected, framed of component structural parts and unified in its entirety both physically and in operation for single-family residential occupancy.

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D. As evidence that the Customer accepts service under the terms of this extension policy, the Customer will be required to sign an Electric Service Agreement guaranteeing the monthly Customer Charges for a period of five (5) years. After the initial contract period, the monthly minimum or monthly Customer Charge will not exceed the amount set forth in the appropriate Rate Schedule.

8.02 OTHER PERMANENT EXTENSIONS AND EXCESS FACILITIES:

Each application to the Company for electric service (other than an overhead single-phase extension for residential electric service) to premises requiring extension of the Company's existing distribution facilities will be studied by the Company, as received, in order that the Company may determine the amount of investment warranted by the Company in making such extension giving full consideration to the Customer's load requirements and characteristics and the Company's estimated revenue from the Customer during the term of the Customer's service agreement as may be required by the Company. In the absence of special arrangements between the Customer and the Company, any cost of such extension in excess of the investment warranted by the Company shall be deposited by the Customer with the Company. Should additional intervening Customers be attached to the extension covered by the Customer's deposit, the deposit shall be refunded to the Customer to the extent determined by the Company to be appropriate in each case, but in no event shall refunds aggregate an amount greater than the deposit. The Company shall not be obligated to refund any portion of a deposit after five years from the date of deposit. No interest shall accrue or be payable on any such deposit held by the Company.

In those instances where a Customer requests facilities beyond that which would normally be provided, this shall be considered an Excess Facilities Request. Where the Company chooses to provide facilities at applicant's request in variance with the Line Extension standard, applicant shall be required to pay Company for the cost of such facilities including appropriate carrying charges, cost of insurance, replacement (or cost of removal), license and fees, taxes, operation and maintenance, and appropriate administrative and general expenses associated with such transmission, substation, and/or distribution facilities. Specific Terms and Conditions shall be mutually agreed upon between Company and Customer.

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8.03 UNDERGROUND DISTRIBUTION POLICY:

A. UNDERGROUND SERVICE CONDUCTORS:

1. In any area where the Company's existing primary and secondary distribution facilities are of underground construction, only underground service conductors to Commercial and Industrial Customer installations will be permitted.
 - a. If the Company's transformer is on the Commercial or Industrial Customer's premises or at his property line, the Commercial or Industrial Customer shall furnish, install and own the concrete pad for the Company's transformer and the Company will terminate, at its expense, the underground primary and secondary conductors to its transformer. The Commercial or Industrial Customer shall furnish, install, own, operate and maintain, at his expense, the underground service conductor from the Company's transformer to the Customer's load facilities.
 - b. If the Company's transformer is not located on the Commercial or Industrial Customer's premise or at his property line, the Commercial or Industrial Customer shall furnish, install, own, operate, and maintain the underground service conductors on his premises and shall extend his underground service conductors to his property line at a point designated by the Company, and shall leave an added length of continuous conductor, as specified by the Company. The Company will purchase from the Commercial or Industrial Customer, and will own, operate, and maintain the added length of continuous conductors, as specified by the Company and will complete, at its expense, the installation of the underground service conductor beyond the Commercial or Industrial Customer's property line.

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- c. The Commercial or Industrial Customer may be required to pay to the Company an amount not to exceed that portion of the Company's estimated cost of such underground construction in excess of the Company's estimated cost of overhead construction of such underground service conductors beyond the property line. Each such application will be studied by the Company, as received, and if the expected load requirements of the Commercial or Industrial Customers in such areas and the revenues to the Company therefrom are such as to warrant and justify the Company's assumption of all or any portion of the excess of the underground service conductors beyond the property line of the Customer, the Company may make such arrangements therefor, as the Company may deem appropriate, to reduce the amount thereof to be paid by the Customer.
- 2. In those areas where the Company determines to provide underground network service, the Company shall furnish, install, own, operate, and maintain the underground service conductor, at its own cost and expense, a maximum of 10 feet onto the Customer's premises. If additional length service conductors are required, the Customer shall reimburse the Company for its added expense. The Company will make all electrical connections to the Customer's distribution system.
- 3. In any area where the Company's existing primary and secondary distribution facilities are of overhead construction, the Commercial or Industrial Customer may elect to have either overhead or underground service conductors on his premises.

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- a. If the Commercial or Industrial Customer elects to have underground service conductors served from a terminal pole located on his premises or at his property line, the Customer shall furnish, install, own, operate, and maintain the underground service conductors on his premises and leave an added length of continuous conductor at the terminal pole, as specified by the Company, to allow connection to the Company's distribution system. The Company will complete, at its own expense, the installation on the terminal pole.
 - b. If the terminal pole, pedestal, transformer, or other origin of the service conductor is not located on the Commercial or Industrial Customer's premises or at his property line, the Commercial or Industrial Customer shall furnish, install, own, operate, and maintain the underground service conductors on his premises and shall extend his underground service conductors to his property line at a point designated by the Company, and shall leave an added length of continuous conductor, as specified by the Company. The Company will complete, at its expense, the installation of the underground service conductor beyond the Commercial or Industrial Customer's property line.
 - c. The Company will purchase from the Commercial or Industrial Customer, and will own, operate, and maintain the added length of continuous conductors, as specified by the Company, to extend the underground service conductor beyond the Commercial or Industrial Customer's property line and/or extending it up the terminal pole.
4. When a Customer is being served from overhead service conductors, and for any reason the service conductors are to be converted to an underground installation, the Customer shall bear the full cost of the service conductor installation on his premises as set forth in Subsection (3). If the conversion is at the Customer's request, the Customer shall also pay for the underground service installation beyond the Customer's premises, plus the cost of removal, less salvage, of the Company's existing overhead facilities.

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- 5. If a Residential Customer elects to have underground service conductors on his premises in place of extending an overhead service, the Customer shall pay to the Company an amount not to exceed that portion of the Company's estimated cost of such underground construction in excess of the Company's estimated cost of overhead construction.
- 6. All underground service facilities installed by the Customer shall meet the Company's specifications and be approved by the Company in advance of their installation.

B. UNDERGROUND PRIMARY AND SECONDARY DISTRIBUTION FACILITIES:

- 1. Upon application by an owner, builder, or developer for an extension by the Company of underground primary and secondary distribution facilities in an area not served by existing overhead distribution facilities, the Company may install underground primary and secondary distribution facilities on public ways or utility easements in such area, provided that the applicant pays to the Company, or makes arrangements to pay to the Company, an amount not to exceed that portion of the Company's estimated cost of such underground construction in excess of the Company's estimated cost of overhead construction of such primary and secondary distribution facilities. Each such application will be studied by the Company, as received, and, if the expected load requirements of the proposed Customers in such areas and the revenues to the Company therefrom are such as to warrant and justify the Company assumption of all or any portion of the excess cost of the underground primary and secondary distribution facilities, the Company may make such arrangements with the applicant, as the Company may deem appropriate, to reduce the amount thereof to be paid by the applicant.

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- 2. In any area where a Customer is being served from overhead primary and/or secondary facilities, and these facilities are to be converted to an underground installation at the request of the Customer, the Customer shall reimburse the Company for the total cost of the underground facilities plus the cost of removal, less salvage, of the Company's existing overhead facilities.
- 3. All underground facilities installed by the Customer shall meet the Company's specifications and be approved by the Company in advance of their installation.

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9. METERING

9.01 METER INSTALLATION:

The Company shall furnish and install, without expense to the Customer, its meter installation at a suitable place as determined by the Company. The Customer shall provide and at all times maintain at the place specified by the Company, space for the installation of the Company's meter installation. The Customer shall provide the necessary meter mounting facilities (including the meter socket beginning January 1, 1988) in a manner satisfactory to the Company and in full compliance with the provisions of the National Electrical Code and all laws and governmental regulations applicable to the same. The Company shall supply the meter socket for those installations that require a Current Transformer rated meter socket. After the meter installation has been located on the premises of the Customer, the cost of any subsequent change in the location thereof shall, if required by the Company, be paid by the Customer if the relocation is made at the request of the Customer.

9.02 MULTIPLE METERING:

When more than one meter installation is used to measure the electric service supplied by the Company to a Customer, a separate bill in accordance with the applicable rate schedule will be rendered for the electric service supplied through each meter installation. The Company may combine consumption of electric service registered, and render a single bill, for the same class of electric service supplied to a Customer at his premises through two or more meter installations if, at the option of the Company, such multiple metering is installed as a convenience to the Company or because it is more economical for the Company to do so.

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9.03 MULTIPLE-OCCUPANCY BUILDINGS:

- A. **INDIVIDUAL METERING OF SEPARATE PREMISES:** When a building is occupied by more than one Customer, the Company will set as many meters as there are separate Customers within the building, and will furnish electric service conductors to the building sufficient to supply the requirements of all Customers within the building. The internal building wiring and meter board shall be so arranged as to permit individual metering of each separate premises and the installation of the Company's meters immediately adjacent to each other. The application of residential rate schedules using multiple turning points in bill calculations of single-metered multiple-occupancy premises will not be available to Customers applying for electric service or to Customers presently receiving service under a non-residential rate schedule after the effective date of this Rule 9.03.

- B. **PUBLIC SERVICE METERING FOR LESSOR:** All public service use in or on any multiple occupancy premises, where each separate premises therein is individually metered by the Company, will be separately metered and billed under an applicable non-residential rate schedule. Such public service use may include the electric requirements of all common areas and equipment in or on such multiple occupancy premises and the electric requirements of any separate premises therein occupied by the lessor or manager. Where, in any building used for residential purposes, the public service use consists solely of incidental hall or entrance way lighting, such public service use may for billing purposes be combined with the residential use of any separate premises therein so designated by the lessor.

9.04 RESALE AND REDISTRIBUTION:

Except as provided in Rules 9.06 and 9.07 hereof, the Company will not supply electric service to a Customer for resale or redistribution by the Customer.

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SCHEDULE Section 9

EVERGY KANSAS METRO SERVICE AREA

(Territory to which schedule is applicable)

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- A. "Resale" shall mean the furnishing of electric service by a Customer to another person under any arrangement whereby the Customer makes a specific or separate charge for the electric service so furnished, either in whole or in part, and whether the amount of such charge is determined by submetering, estimating or rebilling as an additional, flat, or excess charge, or otherwise.

- B. "Redistribution" shall mean the furnishing of electric service by the Customer (i) to another building occupied by the Customer and located on the same premises of the Customer but used by the Customer for a separate business enterprise, or (ii) to separate premises occupied by another person, whether or not such premises are owned, leased or controlled by the Customer, without making a specific or separate charge for the electric service so furnished. With respect to any multiple-occupancy premises, the Company will not supply electric service to the owner, lessor, lessee or operator thereof, as the Customer of the Company, and permit redistribution by such Customer to his office or residential tenants therein, except for those premises being supplied such service on the effective date of this schedule. The restriction against "redistribution" may be waived by the Company where the operation of certain types of multiple occupancy premises, either in whole or in part, makes it impractical for the Company, in its sole discretion and judgment, to separately meter and supply electric service to each occupant as a Customer of the Company. Such exceptions may include:
 - 1. An operation catering predominantly to transients, such as hotels, motels, and hospitals;
 - 2. An operation where the individual dwelling quarters are not equipped with kitchen and bathroom facilities, such as recognized rooming houses, dormitories, old folks' homes, orphanages and eleemosynary institutions;

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- 3. An operation of a building used essentially for general office or commercial purposes where the separate premises leased to office or commercial tenants are adjustable and subject to rearrangement or relocation to conform to the needs of the tenants and the Company deems it would be impractical to rearrange wiring to conform to any such changes;
- 4. An operation of a transient mobile home court (see Rule 10.01) where electric service is supplied by the Company to the operator, as the Customer of the Company, pursuant to an applicable rule or rate schedule of the Company.

C. In cases where redistribution is permitted under this Rule 9.04, the Company will supply electric service to the owner, lessor, lessee, or operator of such multiple occupancy premises, as the Customer of the Company, under an applicable rate schedule and the Customer may, by redistribution, furnish electric service to his tenants in or on such multiple occupancy premises on a rent inclusion basis; i.e., as an incident of the tenancy and without a specific or separate charge for the electric service so furnished by the Customer to his tenant, or a variable rental on account thereof.

9.05 RENT INCLUSION BY LESSOR:

Any lessor of a multiple occupancy premises may, by prior arrangement with the Company, elect to receive, and pay to the Company, the electric service bills of his tenants in such premises whose separate premises therein are individually metered and supplied electric service by the Company, provided that each such tenancy includes electric service on a rent inclusion basis. Under such an arrangement the Company may consider the lessor as the Customer for billing and collection purposes but shall individually meter the separate premises of each such tenant.

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9.06 PRESENT RESALE PRACTICES:

In those few instances where on January 10, 1966, a Customer was engaged, as the lessor of multiple occupancy premises, in the resale of electric service to his tenants therein, such practice as established by the Customer and in effect on January 10, 1966, shall be permitted to continue; provided that,

- A. If such electric service to the Customer is terminated at any time for any reason, the Customer, upon reconnection, or any new Customer at such multiple occupancy premises, shall thereafter charge each tenant therein no more for resale electric service than such tenant would be charged by the Company for such electric service if individually metered and supplied by the Company to such tenant's separate premises; and
- B. The right to resell electric service, as provided for herein, shall cease with respect to any such multiple occupancy premises if the improvements thereon are substantially destroyed by any means whatsoever.

9.07 PRESENT REDISTRIBUTION PRACTICE:

In those few instances where on January 10, 1966, a Customer was engaged as the lessor of multiple occupancy premises, in the redistribution of electric service to his tenants therein, such practice as established by the Customer and in effect on January 10, 1966, shall be permitted to continue, provided that such redistribution is continued on a rent inclusion basis.

9.08 RENOVATION:

Where an apartment building presently receiving electric service for redistribution undergoes renovation to the extent that the cost of such renovation is fifty percent or more of the value of the building, then the building shall no longer be eligible for redistribution.

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9.09 WHOLESALE SALES:

Nothing in this Rule 9 shall apply to electric service supplied by the Company at wholesale for resale under the provisions of a separate written agreement by the Company with any electric public utility, rural electric cooperative or political subdivision supplying electric service at retail to the public.

9.10 METER READING:

The Company uses the plan of continuous cycle meter reading in its service territory which is divided into meter reading districts. Except as otherwise provided herein or in applicable rate schedules of the Company, each meter in each such district shall be read in a range of no less than 26 days and no more than 36 days for monthly billing. The Company may vary its meter reads from this period to take into account the effects of connections, disconnections and for customers directly affected by rerouting. The Company reserves the right to redesignate meter reading districts.

9.11 METER SEALS:

Seals will be placed by the Company on all meters and meter enclosures. Such seals shall not be broken or disturbed by any person other than persons authorized by the Company or by law.

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9.12 ESTIMATED BILLING DUE TO UNREAD METERS:

A. If, due to circumstances or conditions beyond the control of the Company or if it is otherwise impractical for the Company to read the meter on a scheduled meter reading day, the Company may, at its discretion, mail or deliver to the premises of the Customer a business reply card with instructions thereon as to how the Customer shall read the meter and mail the information to the Company. If no meter reading is obtained in time for billing as scheduled, then the Company may render an "estimated bill" based on usage as estimated by the Company. However, the Company may render a bill based on estimated meter-reading only if the estimating procedures employed by the Company and any substantial changes in those procedures have been approved by the Commission and the bill is rendered:

1. To seasonal Customers, provided an appropriate tariff is on file with the Commission and an actual meter reading is obtained before each change in the seasonal cycle;
2. When extreme weather conditions, emergencies, work stoppages or other circumstances beyond the Company's control prevent actual meter readings;
3. When the Company is unable to reasonably obtain access to the Customer's premises for the purpose of reading the meter and the Customer fails to furnish a meter reading on the pre-addressed form supplied by the Company, the Company may render an estimated bill as necessary. Such customer's meters will be read at least once a year by the Company and an adjustment shall be made in accordance with Rule 4.02(B). The Company may charge the Customer a meter reading charge as provided in Company Rule 4.06(B);

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- 4. Notwithstanding Rule 9.12(A)(1-3), the Company may also render a bill based on estimated usage as a Customer's final or initial bill only when;
 - a. The Customer so requests and any necessary adjustments are made to the bill upon a subsequent actual meter reading by the Company;
 - b. An actual meter reading would not show actual Customer usage but is used in estimating usage; or
 - c. An actual meter reading cannot be taken because of a broken meter or other equipment failure.

The Company may not, however, render a bill based on estimated meter reading for more than three (3) consecutive billing periods or six (6) months, whichever is less. Before rendering an estimated meter reading bill under Rule 9.12(A), the Company may request the Customer to provide a meter reading upon preaddressed forms.

- B. When the Company renders an "estimated meter reading bill" in accordance with this Rule, it shall:
 - 1. Maintain accurate records of the reasons therefor and efforts made to secure an actual reading;
 - 2. Not permit field estimates of usage. Meter readers having specific knowledge of a customer's circumstances should relay that information to the billing department whose responsibility is to calculate estimate according to established guidelines;
 - 3. Clearly disclose on the bill that it is based on estimated meter reading. The entire word "Estimated" shall be shown on the bill;
 - 4. Make any appropriate adjustment upon subsequent reading of the meter.

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- 5. Not render an estimated monthly bill more than a total of six times per year;
- 6. Maintain estimated bill records for at least 36 months and in the same manner as all other customer billing history.
- C. The Company may also render a bill based on estimated meter reading when the Customer is paying under an average payment plan under which payments are based on an estimated or projected average usage if:
 - 1. The plan has been approved by the Commission;
 - 2. Actual meter readings are made, except as provided in (A) above; and
 - 3. The disclosures required under the average payment plan are made.

9.13 ACCURACY AND TESTS:

The accuracy and testing of the Company's meters shall be in accordance with the general orders of the Commission applying thereto.

9.14 EVIDENCE OF CONSUMPTION:

The registration of the Company's meters will be accepted and received at all times and places as prima facie evidence of the amount of power and energy taken by the Customer.

9.15 BILLING ADJUSTMENTS:

- A. Where, upon test, the average kilowatt-hour meter error is found to be 2% or less, no billing adjustment will be made therefor.

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- B. Except as provided in (C), (D) and (E) of this Rule, where, upon test, the average kilowatt-hour meter error is found to be in excess of 2%, a billing adjustment therefor will be made to compensate the Customer for a "fast" meter and to compensate the Company for a "slow" meter; provided that any such billing adjustment will be applicable retroactively only to the beginning of the billing period immediately preceding the billing period in which the test is made.
- C. Where an average kilowatt-hour meter error is in excess of 10% or a non-registering kilowatt-hour meter is found, the Company will determine from all related and available information the facts and probable period during which such condition existed and make billing adjustments for the period involved, provided that no such billing adjustment therefor will be made applicable for service under any Residential rate schedule prior to the beginning of the twelfth billing period in which such condition is found to have existed. For service under any other rate schedule, the Company will make billing adjustments for the entire period during which such particular condition existed.
- D. Any bill based upon defective demand metering due to improper meter connections, the application of improper demand meter constants, or similar reasons, shall be subject to adjustment for the entire period during which such particular condition existed.
- E. No billing adjustment will be made where the full amount of the adjustment is less than \$1.00.
- F. When evidence of tampering is found, the Company reserves the right to calculate the billing adjustment period in accordance with the applicable statute of limitations for the prosecution of such claim after determining from all related and available information the probable period during which such condition existed.

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- G. Proration of Customer charges shall only be done in the following situations:
 - i. Connection or disconnection or service which causes the billing cycle to be outside the range of 26 through 36 days;
 - ii. When rerouting of meter routes, for only those customers directly affected, causes the billing cycle to be outside the range of 26 and 36 days; and
 - iii. During the billing month in which a change in rates or tariffs becomes effective.

- H. For general changes in rates or tariffs, the Company shall prorate the customers' bills during the billing month the change in rates or tariffs becomes effective.

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10. GENERAL PROVISIONS

10.01 MOBILE HOME SERVICE:

A. **PERMANENT MOBILE HOME SERVICE:** The Company will supply individually metered electric service to each non-transient resident in a permanent mobile homes court (one constructed comparable to a residential development with such facilities as paved roadways and walkways, underground water and sewer connections, finished graded, and arranged in an orderly contiguous manner) who shall be responsible for the payment of electric service bills incurred under the applicable Residential rate schedule.

B. **TRANSIENT MOBILE HOME SERVICE:** Where a court is non-permanent, or where residents of a permanent court are transient, the Company, at its election, may

1. supply individually metered electric service to each unit in such non-permanent court or to each unit in such otherwise permanent court or to each transient unit in such permanent court and the Owner/Operator shall be responsible for payment of the electric service bills incurred at such units. The Owner/Operator may not charge any resident of such unit more than the amount actually billed by the Company for usage by such unit under the Residential rate schedule and shall post in several conspicuous places on the premises a copy of the Company's applicable Residential rate schedule together with a statement as follows:

"The charge for electric service for each trailer space will be billed in accordance with the above rate, except that the minimum charge shall be prorated for partial month's service."

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2. supply single metered electric service under an applicable general Service schedule to the premises of the Owner/Operator for redistribution to the individual units and the Owner/Operator shall be responsible for payment of the electric service bill to the premises. Electric service to the occupant of a mobile home is here considered an incident of occupancy and to be without a specific or separate charge by the Owner/Operator to the mobile home occupant.

C. **RESALE OF ELECTRIC SERVICE:** No court Owner/Operator shall attempt to meter or to sell electric energy to any occupant of mobile home space other than is herein specified. Evidence of any attempt to resell electric service shall give the Company the right to discontinue service upon 48 hour prior written notice.

D. **PUBLIC SERVICE MOBILE HOME COURT:** All electric service in any court for use other than by the occupants renting mobile home space shall be billed to the Owner/Operator on the applicable General Service rate schedule.

E. **DISTRIBUTION FACILITIES:** Subject to the requirements of Rule 8, as applicable, and Rules 7.03, 7.04 and 9.01, but with the words "Owner/Operator" in place of the word "Customer", the Company under the conditions of 10.01(A) and 10.01(B)(1) will install, own, operate and maintain the electric distribution facilities to the points of delivery.

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11. GENERATOR INTERCONNECTIONS

11.01 FACILITY INTERCONNECTION:

The following applies to the interconnection of non-utility generation, transmission, and/or end-use facilities connected to the Company electric system inclusive of distribution or transmission facilities:

- A. Interconnection to Company's system is governed by K.S.A. 66-1,184, et seq., K.S.A. 66-1263 et seq., the Public Utility Regulatory Policy Act of 1978 (PURPA) and the regulations implementing PURPA (18 C.F.R. Part 292), Federal Energy Regulatory Commission (FERC) Orders No. 2003, No. 2006, and No. 792, North American Electric Reliability Corporation (NERC) Standards, Southwest Power Pool's (SPP) Open Access Transmission Tariff and Criteria, and ~~KCP&L~~Evergy Metro, Inc.'s Transmission Facility Connection Requirements.
- B. Interconnection of non-utility generation, transmission, and/or end-use facilities to Company's distribution or transmission facilities may increase the risks and potential hazards inherent in operating Company's facilities. Therefore, connections of non-utility generators, transmission, and/or end-use facilities shall be made in accordance with all provisions set forth in the above statutes, regulations, orders and standards and the standards established by the National Electrical Safety Code (NESC), National Electric Code (NEC), NERC, American National Standards Institute (ANSI), Institute of Electrical and Electronics Engineers (IEEE), other regulatory or governing bodies having jurisdiction, and the Company's current Transmission Facility Connection Requirements.
 - 1. The Company's Transmission Facility Connection Requirements include a table reflecting codes and standards incorporated by reference. The table of referenced codes and standards does not relieve the interconnecting Customer from its duty to comply with all current laws, codes, and standards of all regulatory or governing bodies having jurisdiction.

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C. The Customer served by Company may interconnect its own electric generation, transmission, and/or end-use facilities with the Company's system provided such customer complies with the following procedures and special conditions:

1. Customer complies with all permits, license agreements, fees, rules, regulations, ordinances, inspections or other requirements that may be imposed by state, county, city, municipal or other governmental agencies;
2. Customer complies with the SPP Open Access Transmission Tariff (OATT) and Criteria documents. The OATT and Criteria address the interconnection process, planning study requirements, and facility connection requirements specific to the SPP transmission system. The Company is an active participant in the process. The SPP OATT and Criteria can be accessed via the SPP website at: www.spp.org.
3. Customer provides advance written notice provided the appropriate information to the Company of any proposed installation to be connected to Company's facilities. Failure to give such notice shall render customer liable for damages to Company's property, other customers' property and/or injury to persons and all other damages as a result of unauthorized installations.

11.02 Interconnections under the Renewable Energy Electric Generation Cooperative Act, KSA 17-4651, et seq.

A. The Renewable Energy Electric Generation Cooperative Act provides for energy sales at wholesale by renewable energy electric generation cooperatives. The physical interconnection of such cooperatives and the procedures, terms, and conditions of such interconnection will be governed by the Company's General Rules and Regulations Applying to Electric Service, Generation, Transmission, and End-User Interconnections, Section 11.01.

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11.03 OTHER GENERATION INTERCONNECTIONS:

- A. **PARALLEL GENERATION INTERCONNECTIONS:** The Company's Parallel Generation Contract Service, Schedule PG, provides for generator interconnection for certain other generators under the terms of KSA 66-1,184 and for "Qualifying Facilities" under the Public Utility Regulatory Policies Act of 1978.
- B. **NET METERING FOR RENEWABLE ENERGY SOURCES INTERCONNECTIONS:** The Company's Net Metering for Renewable Energy Sources, Schedule NM, provides for customer-generators powered by renewable energy sources interconnection of a net metered facility to Company facilities.
- C. **OTHER DISTRIBUTION INTERCONNECTIONS:** Alternately, any Customer served by Company may interconnect its own electric generation with Company's distribution system provided the Customer system does not feed energy to the Company system and such Customer complies with the following procedures and special conditions:
 - 1. Customer complies with all permits, license agreements, fees, rules, regulations, ordinances, inspections or other requirements that may be imposed by state, county, city, municipal or other governmental agencies;
 - 2. Customer provides advanced, written notice to the Company of any proposed installation to be connected to Company's facilities. The notice must include sufficient information for the Company to prepare a fault study and ensure the Customer system will coordinate with the Company system (includes generator, system protection, transformation, and control details).
 - 3. Failure to give such notice shall render customer liable for damages to Company's property, other Customers' property and/or injury to persons, and all other damages as a result of unauthorized installations.

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- 4. The Company may require an interconnection agreement or similar documentation prior to energizing the Customer's system.
- 5. The Company may require an inspection and witness testing of the Customer system prior to interconnection.

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