

BEFORE THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS

In the Matter of the Application of )  
Westar Energy, Inc. and Kansas Gas and )  
Electric Company for Approval of ) Docket No. 14-WSEE-589-TAR  
Revisions to their General Terms and )  
Conditions related to the Credit Card )  
Convenience Fee )

**MOTION TO REOPEN DOCKET AND APPROVE CORRECTED TARIFF**

COME NOW Evergy Kansas Central, Inc. and Evergy Kansas South, Inc. (together as “Evergy Kansas Central”) and file this Motion to Reopen Docket and Approve Corrected Tariff:

1. On December 11, 2012, the Commission approved certain changes to Sections 4 and 12 of the General Terms and Conditions (“GT&C”) of Evergy Kansas Central’s Tariff in order to allow Evergy Kansas Central to implement a new credit card program. The Commission approved changes to remove the convenience fee for residential customers that use credit or debit cards to make payments and to adjust the convenience fee to be paid by commercial and industrial customers.<sup>1</sup>

2. On December 12, 2014, Evergy Kansas Central filed its compliance tariff in the docket in order to implement the changes approved by the Commission, including no convenience fee for residential customers and a 3.25% fee for commercial and industrial customers. However, Evergy Kansas Central mistakenly provided the incorrect version of Sections 4 and 12 of the GT&C to the docket room to be file-stamped and those incorrect versions were added to the Commission’s files. The incorrect versions of Sections 4 and 12 currently in the Commission’s official files indicate a convenience fee to be charged to residential customers and the wrong amount for the convenience fee to be charged to commercial and residential customers.

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<sup>1</sup> Order on Application, Docket No. 14-WSEE-589-TAR (Dec. 11, 2014).

3. Evergy Kansas Central has attached the correct versions of Sections 4 and 12 of the GT&C to this Motion. These corrected versions contain the details of the credit card program that are consistent with what was approved by the Commission in this docket in 2014.

4. Therefore, Evergy Kansas Central requests that the Commission reopen the above-captioned docket for the limited purpose of reviewing and approving the corrected versions of Sections 4 and 12, attached hereto. Once the Commission approves these Sections, Westar will make a compliance filing with the Commission to have them file-stamped and added to the Commission's official records.

5. Also, after the incorrect versions of Sections 4 and 12 were filed with the Commission in December of 2014, changes were subsequently made to those sections and approved by the Commission in other dockets. Specifically, in Docket No. 14-WSEE-148-TAR, changes were made to Section 4 of the GT&C and in Docket No. 18-WSEE-32-RTS, changes were made to Section 12 of the GT&C. The changes in these dockets were made to the wrong versions of the Tariff because of the mistake discussed above. Thus, the corrected versions of Sections 4 and 12 attached hereto also contain the changes that were approved by the Commission to those sections in those two subsequent dockets. After the Commission approves the corrected versions of Sections 4 and 12 in this docket, Evergy Kansas Central will file notices in Docket Nos. 14-WSEE-148-TAR and 18-WSEE-32-RTS with the corrected versions of the relevant sections attached.

WHEREFORE, Evergy Kansas Central respectfully requests that the Commission issue an order reopening the above-captioned docket and approving the corrected versions of Sections 4 and 12 to the GT&C, attached hereto.

Respectfully submitted,

EVERGY KANSAS CENTRAL, INC. AND  
EVERGY KANSAS SOUTH, INC.

/s/ Cathryn J. Dinges

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Cathy.Dinges@evergy.com

**VERIFICATION**

STATE OF KANSAS                     )  
  )  
COUNTY OF SHAWNEE             )        ss:

Cathryn J. Dinges, being duly sworn upon her oath deposes and says that she is the attorney for Evergy Kansas Central, Inc. and Evergy Kansas South, Inc.; that she is familiar with the foregoing **Motion** that the statements therein are true and correct to the best of her knowledge and belief.

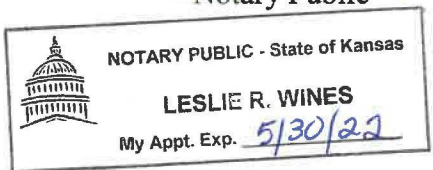
/s/ Cathryn J. Dinges

Cathryn J. Dinges

SUBSCRIBED AND SWORN to before me this 12<sup>th</sup> day of December, 2019.

Leslie R. Wines  
Notary Public

My Appointment Expires:  
5/30/22



**CERTIFICATE OF SERVICE**

I hereby certify that on this \_\_\_<sup>th</sup> day of December, 2019, the foregoing Motion was electronically served on the following parties of record:

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*/s/ Cathryn J. Dinges*  
Cathryn J. Dinges

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 1

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 1 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

**4. BILLING AND PAYMENT**

**4.01 Payment of Bills:**

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

**4.02 Responsibility for Bill Payment:**

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

Issued \_\_\_\_\_  
                     Month                    Day                    Year

Effective June 15 2017  
                     Month                    Day                    Year

By \_\_\_\_\_  
                     Jeffrey L. Martin, Vice President

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 2

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 2 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

1. customer's failure to conform to these General Terms and Conditions,
2. customer's failure to pay in full any delinquent amount due Company under customer's Service Agreement for utility related services, and
3. customer's obligation to pay in full any delinquent amount due Company under customer's Service Agreement for utility related services shall be separate from other obligations and claims between Company and customer.

- B. Company shall not threaten or refuse service to, or threaten or disconnect Electric Service of, a customer for an outstanding debt on an account unless the individual either signed the service agreement on the account or agreed orally at time service was established to be responsible for the account. The only exception to this rule is when an individual and customer, who signed the Service Agreement or orally agreed to be responsible for the account at the time Electric Service was established, lived together when the debt was incurred and continue to live together.
- C. Company shall not threaten or refuse Electric Service to or threaten or disconnect Electric Service of customer for an outstanding debt more than five years old under a signed Service Agreement or three years under an oral agreement.

**4.03 Methods of Payment**

**A. Payment By Mail:**

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

Issued \_\_\_\_\_  
                     Month                    Day                    Year

Effective June 15 2017  
                     Month                    Day                    Year

By \_\_\_\_\_  
                     Jeffrey L. Martin, Vice President

Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 3

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 3 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

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

**B. Authorized Pay Agents:**

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

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By \_\_\_\_\_  
Jeffrey L. Martin, Vice President

Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 4

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 4 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

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

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By \_\_\_\_\_  
Jeffrey L. Martin, Vice President



**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, d.b.a. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 5

WESTAR SERVICE AREA

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 5 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

- D. Credit Card Payment: Customer may request Company or an authorized agent to accept payment by customer's credit card for payment of customer's bill for utility services. Commercial and Industrial customers will pay to authorized agent a fee not to exceed the amount specified in Section 12.15 Credit, Debit Card Fee ~~for each transaction less than \$1000.~~ Residential customers will incur no fee.
1. The decision to accept a credit card payment shall be solely that of Company or its authorized agent.
  2. Company may administer credit card payment requests through a live telephone representative or through automated processes such as an interactive voice response (IVR) system or through Company's Internet web site or an authorized agents web site.
  3. Company shall credit a credit card payment through authorized payment processes to the customer's account as if payment had been received at Company's remittance center on the same business day as the customer's payment.
  4. A credit card payment reversed for any reason may cause customer's account to be deemed delinquent as if the payment had never been tendered.
  5. Company or its agent may refuse to accept credit card payments from a customer who has obtained the use of a credit card improperly. This may include but is not limited to; reported or suspected use of credit cards in a fraudulent manner, reported or suspected use of stolen credit card or is defrauding the Company or owner of the credit card.
- E. ATM or Debit Card Payment: Customer may request Company or an authorized agent to accept payment by customer's debit or ATM card for payment of customer's bill for utility services. Commercial and Industrial customers will pay to authorized agent a fee not to exceed the amount specified in Section 12.15 Credit, Debit Card Fee ~~for each transaction less than \$1000.~~ Residential customers will incur no fee.

Issued \_\_\_\_\_  
                     Month                    Day                    Year

Effective June 15 2017  
                     Month                    Day                    Year

By \_\_\_\_\_  
                     Jeffrey L. Martin, Vice President

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 6

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 6 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

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

Issued \_\_\_\_\_  
                     Month                    Day                    Year

Effective June 15 2017  
                     Month                    Day                    Year

By \_\_\_\_\_  
                     Jeffrey L. Martin, Vice President

Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 7

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 7 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

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

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

4.04 Meter Reading

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

4.04.02 Customer Read Meters:

a) Company may request customers in sparsely populated areas or customers with inaccessible meters, to read their meters at intervals approximating the billing period. Company's requests for meter readings by customers shall be on printed forms provided by Company or by customers using Company's Interactive Voice Recording (IVR) System. Such forms shall contain instructions as to method of obtaining the reading.

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By \_\_\_\_\_  
Jeffrey L. Martin, Vice President

Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 8

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 8 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

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

**4.04.03 Estimated Bills:**

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

- i) to seasonal customers, provided an appropriate Rate Schedule is filed with the Commission and an actual reading is obtained before each change in the seasonal cycle;
- ii) when extreme weather conditions, emergencies, work stoppages, broken meters or other equipment failures or other circumstances beyond Company's control prevent actual meter readings;
- iii) when Company is unable to reasonably obtain access to customer's premises for reading the meter and commercially reasonable efforts to obtain a reading of customer's meter, such as mailing or leaving pre-addressed forms upon which customer may note the readings or IVR system which customer may call in the readings or enter the meter read via Company's Internet site have been unsuccessful;

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By \_\_\_\_\_  
Jeffrey L. Martin, Vice President

Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 9

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 9 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

iv) when customer does not furnish a meter reading as requested by Company; or

v) as customer's final, initial or corrected bill, but only when:

1) customer so requests provided any necessary adjustments are made to the bill upon a subsequent actual meter reading by Company;

2) an actual meter reading would not show an actual customer's usage, but is used in estimating usage; and

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

b) Before rendering an estimated bill, Company may request customer to provide a meter reading on pre-addressed forms or through Company's IVR System or by entering the meter read through Company's Internet site. When estimating usage, Company shall consider customer's historical consumption, current consumption of similar customers for whom actual meter readings were obtained and the length of the billing period.

c) Except in cases where customer is serviced under an approved Rate Schedule providing otherwise, Company will not render a bill based on estimated usage for more than three (3) consecutive billing periods or six (6) billing periods per year. If the meter is inaccessible and customer is unavailable or fails to furnish a meter reading as requested, then Company may render an estimated bill as necessary. Such customer's meters will be read at least once a year by Company and an adjustment, if necessary, shall be made as provided herein. Company may charge customer a meter reading charge as provided in Section 12.02, Meter Reading Charge, if a special reading is required.

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By \_\_\_\_\_  
Jeffrey L. Martin, Vice President

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 10

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 10 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

- d) When Company renders estimated bills, it will maintain accurate records of the reasons therefore and efforts made to secure actual readings for a period of at least 36 months. All such bills shall state that they have been based on estimated usage and Company shall make any appropriate adjustments upon subsequent reading of the meter by Company.

**4.04.04 Estimated Bill Procedure:**

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

- b) Company shall use one of the following methods to estimate a customer's electric usage for billing purposes:

- i) Calculation of peer group average as follows:

$$A/B \times C = \text{Estimate usage for a meter}$$

Where:

A = peer's usage this month

B = peer's usage for same month last year

C = Usage for same month last year for meter to be estimated

If usage from last year is unavailable, "B" shall be used as the estimate.

The peer group, cycle, revenue month, and town, usage total days used, and the total number of meters which make up the days and usage.

- ii) Historical electric usage of customer's meter being estimated adjusted for weather if necessary and length of the billing period.

Issued \_\_\_\_\_  
                     Month                    Day                    Year

Effective June 15 2017  
                     Month                    Day                    Year

By \_\_\_\_\_  
                     Jeffrey L. Martin, Vice President

Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 11

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 11 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

**4.04.05 Meter Reading Charge:**

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

**4.05 Customer Billing:**

**4.05.01 Information on Bill: Customers' bills will show:**

- a) The beginning and ending meter reading for the billing period or the usage for the billing period obtained from an electronic meter except that an estimated billing shall disclose that it is based on estimated usage and the word "Estimated" shall appear on the bill;
- b) the date of the most recent meter reading and the date of the billing;
- c) the final date by which a payment can be received before a Delayed Payment Charge is imposed;
- d) the actual or estimated Electric Service supplied during the billing period;
- e) the comparative energy consumption for the current billing period and the comparable period a year ago;

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By \_\_\_\_\_  
Jeffrey L. Martin, Vice President

Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 12

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 12 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

- f) the fuel, power or energy cost adjustment in cents per kilowatt-hour (kWh) and the total amount due;
- g) the amount due for prompt payment and the amount due after delinquency in payment;
- h) the amount of additional charges due for past due accounts, Security Deposits, collection, connection, disconnection or reconnection charges, installment payments, estimated billing adjustments, and other utility charges authorized by the Commission;
- i) for customers on the Average Payment Plan, the dollar amount of overage or underage of amount paid to date as compared to the cumulative amount calculated under Company's normal billing process for the same period;
- j) the monthly amounts due from customers paying down an arrearage under the Cold Weather Rule or other payment plans;
- k) the total amount due for the current billing period;
- l) the amount due for franchise fee, state and local sales taxes or other surcharges stated separately, unless otherwise ordered by the Commission; and
- m) the address and telephone number of Company's office where customer may make a report, inquiry or complaint concerning a disputed bill, service rendered, account delinquency or termination of Electric Service.

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By \_\_\_\_\_  
Jeffrey L. Martin, Vice President



**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 13

WESTAR SERVICE AREA

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 13 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

4.05.02 Charges for Special Services: Company may include on the bill for utility related services other charges for special services. Special services are those not authorized by tariff or otherwise specifically regulated by the Commission, such as the sale of merchandise, insulation or services performed in connection therewith. Charges for special services shall be designated clearly and separately from charges for utility services.

4.05.03 Billing Adjustments:

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

4.05.04 Prorated Bills:

- a) Unless otherwise provided for in the application Rate Schedule or Rider, customer's Electric Service bills will be prorated for connections, disconnections or rerouting of meter routes if the billing period is less than 26 days or more than 36 days.

Issued \_\_\_\_\_  
                     Month                    Day                    Year

Effective June 15 2017  
                     Month                    Day                    Year

By \_\_\_\_\_  
                     Jeffrey L. Martin, Vice President

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 14

WESTAR SERVICE AREA

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 14 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

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

**4.05.05 Delayed Payment Charge:**

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

**4.05.06 Partial Payment:** If customer makes partial payment for the total bill, payment will be credited first to the balance outstanding for Electric Service beginning with the oldest service debt, then to additional utility charges, such as disconnection or reconnection charges, and then to special charges.

Issued \_\_\_\_\_  
                     Month                    Day                    Year

Effective June 15 2017  
                     Month                    Day                    Year

By \_\_\_\_\_  
                     Jeffrey L. Martin, Vice President

Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 15

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 15 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

**4.05.07 Combined Payment for Several Meters:**

- a) Company may make an agreement with customer not to assess the Delayed Payment Charge otherwise applicable if customer:
  - i) assumes responsibility for payment of multiple utility bills from Company which become due on different dates in the month;
  - ii) notifies Company in writing setting forth the location where such Electric Service is rendered including the respective names in which the accounts are carried; and
  - iii) intends to make payment of all bills on or before the delinquency date of any one of such accounts.
- b) Company shall have no obligation under this subsection 4.06.07 if customer fails to make payment within the time limit of the one account specified in customer's notice to Company.
- c) If payment is not made within the time selected for payment of the bill, then Company shall collect Delayed Payment Charges as required in Section 4.05.05 on the basis of each single billing. Company's agreement with customer shall automatically be canceled after the third time the Delayed Payment Charge is assessed against customer during any consecutive 12-month period.

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Month Day Year

Effective June 15 2017  
Month Day Year

By \_\_\_\_\_  
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**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 16

WESTAR SERVICE AREA

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 16 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

4.05.08 Meter Readings Not Combined: Each class of Electric Service at each separate location supplied will be metered and billed separately. When more than one meter or metering facility is set at one premise for customer's convenience, or when customer has Electric Service at different premises, the readings of the separate meters will not be combined for billing purposes unless the applicable Rate Schedule provides otherwise. When more than one meter or metering facility is set for Company's convenience, the readings of the separate meters may be combined for billing purposes.

4.05.09 Correction of Erroneous Bills: In the event of an error in billing, Company shall issue a corrected bill. The corrected bill shall show the adjusted amount due or amount to be credited. Any amounts paid by customer on the erroneous bill shall be shown as a credit on the corrected bill. However, if the amount is greater than the amount specified in Section 12.03, Credit Due Amount, and customer so requests, the amount will be refunded. No corrected bill shall be issued for a period exceeding 12 months, unless the date of the error can be determined in which case the correction shall be computed back to but not beyond such date. No correction for erroneous bills need be made for amounts equal to or less than that specified in Section 12.04, Bill Error Amount.

4.06 Average Payment Plan:

4.06.01 Availability: Upon mutual agreement between customer and Company the Average Payment Plan (APP) is available to any customer who qualifies for Electric Service under Company's Residential Electric Service and Small General Service rate schedules and Churches on any rate schedule.

4.06.02 Application for Average Payment Plan: Completion of Company's application for average payment shall constitute a request for Electric Service under the APP.

Issued \_\_\_\_\_  
                     Month                    Day                    Year

Effective June 15 2017  
                     Month                    Day                    Year

By \_\_\_\_\_  
                     Jeffrey L. Martin, Vice President

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC &amp; KANSAS GAS &amp; ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 17

WESTAR SERVICE AREA

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 17 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

- 4.06.03 Calculation of Average Payment Plan monthly bills: Each month Company shall calculate customer's APP monthly bill based upon available history estimated if not known, not to exceed the prior 12 calendar months. The monthly APP bill shall be the sum of:
- a) current Net Monthly Bill, plus
  - b) previous 11 Net Monthly Bills, estimated if not known, plus
  - c) financial transactions that would impact customer's monthly bill (e.g., rebate and rebill), divided by
  - d) twelve (12), plus
  - e) Periodic Review Adjustment amount.
- 4.06.04 Average Monthly Billings: Customer's average monthly billings are due and payable as provided in Section 4.01, Payment of Bills. If such billing becomes delinquent, a 2 percent Delayed Payment Charge based upon such billing will be added. Company may terminate the APP if customer fails to pay any average monthly billing on or before its due date for 2 consecutive months. Billings to customers using the APP will contain the information specified in subsection 4.05.01, Information on Bill, and shall also show the overage or underage of the amounts paid to date as compared to the amounts calculated under Company's normal billing procedures for the same period.
- 4.06.05 Periodic Review Adjustment: A Periodic Review Adjustment shall consist of the Settlement Balance (the net accumulated difference between billings calculated under the rate schedule the customer takes Electric Service under and the billed Average Payment amounts) divided by twelve (12). The Periodic Review Adjustment shall be used for determining an increase or decrease to customer's APP bill for the twelve months following the Periodic Review. A Periodic Review may occur upon customer's request to review customer's APP or upon Company's

Issued \_\_\_\_\_  
                     Month                    Day                    Year

Effective June 15 2017  
                     Month                    Day                    Year

By \_\_\_\_\_  
                     Jeffrey L. Martin, Vice President

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 18

WESTAR SERVICE AREA

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 18 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

review of customer's account (e.g., as a result of edits in Company's billing system). Company shall review each customer's APP at least annually. The Periodic Review, upward or downward adjustments, may result from, but are not limited to, rate changes, variations in usage, or weather conditions. The Periodic Review Adjustment shall be limited to an increase or decrease of 30% of customer's APP amount. Company and customer may mutually agree to provide for a greater Periodic Review Adjustment amount.

4.06.06 Termination of the Average Payment Plan: Final settlement occurs only when participation in the APP is terminated. Termination may occur at the request of customer or if there is a 60-day arrearage at time of billing or pursuant to any of the provisions in Section 5.01, Conditions for Discontinuing Electric Service. Any amount due or owing including the Settlement Balance (debit or credit) shall be included in the current bill upon termination.

4.07 Cold Weather Rule:

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

Issued \_\_\_\_\_  
                     Month                    Day                    Year

Effective June 15 2017  
                     Month                    Day                    Year

By \_\_\_\_\_  
                     Jeffrey L. Martin, Vice President

Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 19

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 19 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

**4.07.02 Customer's Responsibilities:**

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

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By \_\_\_\_\_  
Jeffrey L. Martin, Vice President

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 20

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 20 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

- c) Notwithstanding the requirements for an initial payment described above, Company may accept a lesser amount when it is able to verify special circumstances of need provided that the initial payment and future installments will eliminate customer's entire arrearage.

4.07.03 Company's Responsibilities: Company's responsibilities under the Cold Weather Rule are outlined as follows:

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

Issued \_\_\_\_\_  
                     Month                    Day                    Year

Effective June 15 2017  
                     Month                    Day                    Year

By \_\_\_\_\_  
                     Jeffrey L. Martin, Vice President



Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 21

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 21 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

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

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By \_\_\_\_\_  
Jeffrey L. Martin, Vice President

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC &amp; KANSAS GAS &amp; ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 22

WESTAR SERVICE AREA

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 22 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

- e) Except as specified in Section 5.01, Conditions for Discontinuing Electric Service, Company shall not disconnect customer's Electric Service when the local National Weather Service office has forecasted the temperature to drop below 35 degrees Fahrenheit or that it will be in the mid 30s or colder within the next 48-hour period.
- f) Company will not assess customer an additional Security Deposit as a condition for qualification under the Cold Weather Rule. However, an assessment of a Security Deposit made under the provisions of the existing standards and in conjunction with the Cold Weather Rule is appropriate if amortized over the payment plan period. The Security Deposit shall not be amortized over a period less than the period stated in Section 3.02, Security Deposit.
- g) When customer contacts Company for assistance under the Cold Weather Rule or generally regarding energy conservation measures, Company shall inform customer of the long range advantages of weatherization programs and encourage customer to apply for weatherization and insulation assistance. Company shall also inform customer of the availability of an energy analysis through the Audit for Conservation Today (ACT) program, and the benefits and associated costs of the energy analysis.

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

Issued \_\_\_\_\_  
                     Month                    Day                    Year

Effective June 15 2017  
                     Month                    Day                    Year

By \_\_\_\_\_  
                     Jeffrey L. Martin, Vice President

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 23

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 23 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

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

**4.07.05 Cure of Default:**

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

Issued \_\_\_\_\_  
                     Month                    Day                    Year

Effective June 15 2017  
                     Month                    Day                    Year

By \_\_\_\_\_  
                     Jeffrey L. Martin, Vice President

Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 24

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 24 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

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

4.07.06 Renegotiation of Cold Weather Rule Agreement: Customer may contact Company and renegotiate its Cold Weather Rule payments if customer receives utility or other lump sum assistance.

4.07.07 Disconnections under the Cold Weather Rule: The Company may disconnect customers Electric Service after proper notice is given pursuant to the provisions detailed in Section 5 Disconnection of Electric Service. The disconnection provisions are modified during the Cold Weather Rule period as follows:

a) Company may disconnect customer when customer causes or permits unauthorized use, interference, tampering or diversion of Electric Service (meter bypass) on or about customer's premises

i) after a 48 hour written or 24 hour oral disconnection notice is provided to customer with the telephone number of the Commission's Protection Office, or

ii) 10 days after a disconnection notice is sent, whichever is quicker.

iii) Electric Service must be restored as soon as possible, using every commercially reasonable effort, after full payment has been made by customer for the diversion charges.

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By \_\_\_\_\_  
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**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 25

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 25 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

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

**4.08 Extended Payment Plan:**

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

Issued \_\_\_\_\_  
                     Month                    Day                    Year

Effective June 15 2017  
                     Month                    Day                    Year

By \_\_\_\_\_  
                     Jeffrey L. Martin, Vice President

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 26

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 26 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

C. Extended Payment Plan billing will contain the information specified in subsection 4.05.01, Information on Bill.

4.09 Third Party Notification: Upon mutual agreement between Company, customer and any interested third party, Company will notify such third party when customer's bill becomes delinquent. The purpose of this agreement is to afford customer all available methods to maintain the account balance on a current basis and retain Electric Service. Other than providing notice, Company shall have no responsibility to the third party and the third party shall have no obligation to pay customer's delinquent bill.

4.10 Charges For Work Done On Customer's Premises By Company: Except as provided in Section 6, Customer's Service Obligations, Company shall charge customer for all materials furnished and work done on customer's premises beyond the Point of Delivery. Company shall charge customer once the investigation of a suspected unsafe condition is completed. Unless the unsafe condition on customer's premises is a result of Company's negligence, then no such charges shall apply to customer. Any charge shall be based upon Company's existing schedule of charges. Company shall not charge customer for replacement or repair of equipment furnished and owned by Company on customer's premises unless the repairs or replacements were caused by customer or customer's agent's negligence or misuse.

4.11 Rate Change Notice: Company shall provide general information explaining overall changes in rates to customers through bill inserts or direct mail when new rates are implemented due to a rate proceeding.

4.12 Seasonal Disconnect Service: Billings shall be on a year-around basis for customers unless the individual Rate Schedule or Rider under which customer takes Electric Service provides otherwise. The customer charge in the rate schedule shall apply during the off-season months when no Electric Service is used for those customers whose Electric Service requirements are seasonal. Examples of those customers include, but are not limited to, outdoor theaters, drive-ins, amusement parks, sport centers, golf courses, driving ranges, gun clubs, saddle clubs, swimming pools, etc.

Issued \_\_\_\_\_  
                     Month                    Day                    Year

Effective June 15 2017  
                     Month                    Day                    Year

By \_\_\_\_\_  
                     Jeffrey L. Martin, Vice President

Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

(Name of Issuing Utility)

WESTAR SERVICE AREA

(Territory to which schedule is applicable)

SCHEDULE GT&C

Replacing Schedule GT&C Sheet 27

which was filed June 23, 2016

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

Sheet 27 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

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

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By \_\_\_\_\_  
Jeffrey L. Martin, Vice President

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 1

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 1 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

**4. BILLING AND PAYMENT**

**4.01 Payment of Bills:**

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

**4.02 Responsibility for Bill Payment:**

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

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Effective June 15 2017  
Month Day Year

By   
Jeffrey L. Martin, Vice President



**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 2

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 2 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

- 1. customer's failure to conform to these General Terms and Conditions,
- 2. customer's failure to pay in full any delinquent amount due Company under customer's Service Agreement for utility related services, and
- 3. customer's obligation to pay in full any delinquent amount due Company under customer's Service Agreement for utility related services shall be separate from other obligations and claims between Company and customer.

B. Company shall not threaten or refuse service to, or threaten or disconnect Electric Service of, a customer for an outstanding debt on an account unless the individual either signed the service agreement on the account or agreed orally at time service was established to be responsible for the account. The only exception to this rule is when an individual and customer, who signed the Service Agreement or orally agreed to be responsible for the account at the time Electric Service was established, lived together when the debt was incurred and continue to live together.

C. Company shall not threaten or refuse Electric Service to or threaten or disconnect Electric Service of customer for an outstanding debt more than five years old under a signed Service Agreement or three years under an oral agreement.

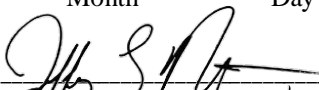
**4.03 Methods of Payment**

**A. Payment By Mail:**

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

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**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 3

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 3 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

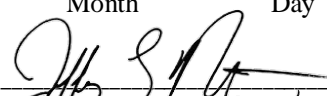
- 3. Company may require customer to make payment of bills by cash at an authorized pay agent location or by mailing certified checks or money orders.
- 4. Company may convert personal checks into Electronic transactions. If Company elects to convert personal checks into electronic transaction(s) and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

**B. Authorized Pay Agents:**

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

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By   
Jeffrey L. Martin, Vice President

Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 4

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 4 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

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

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Month Day Year

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**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 5

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

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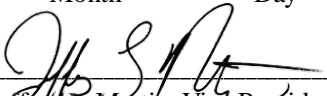
Sheet 5 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

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

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Month Day Year

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**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 6

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 6 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

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

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By   
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Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 7

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 7 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

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

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

4.04 Meter Reading

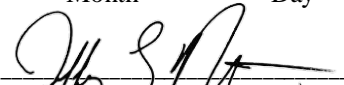
4.04.01 Meter Reading Periods: Unless otherwise provided for in Company's General Terms and Conditions or Rate Schedules or Riders, meters shall be read periodically in a range of no less than 26 days and no more than 36 days for monthly billings. Company may vary its monthly meter reading for customers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

4.04.02 Customer Read Meters:

a) Company may request customers in sparsely populated areas or customers with inaccessible meters, to read their meters at intervals approximating the billing period. Company's requests for meter readings by customers shall be on printed forms provided by Company or by customers using Company's Interactive Voice Recording (IVR) System. Such forms shall contain instructions as to method of obtaining the reading.

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Month Day Year

Effective June 15 2017  
Month Day Year

By   
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WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 8

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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Sheet 8 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

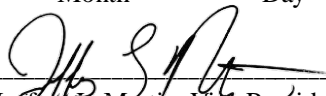
b) While meter readings by customer will be used for billing purposes those readings shall not be considered final. Such customer's meters will be read at least once a year by Company and the readings obtained shall be compared with customer's readings. Company shall adjust customer's bill in accordance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

**4.04.03 Estimated Bills:**

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

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                     Month                    Day                    Year

Effective June 15 2017  
                     Month                    Day                    Year

By  \_\_\_\_\_  
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**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 9

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

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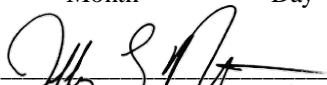
Sheet 9 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

- iv) when customer does not furnish a meter reading as requested by Company; or
- v) as customer's final, initial or corrected bill, but only when:
  - 1) customer so requests provided any necessary adjustments are made to the bill upon a subsequent actual meter reading by Company;
  - 2) an actual meter reading would not show an actual customer's usage, but is used in estimating usage; and
  - 3) an actual meter reading cannot be taken because of a broken meter or other equipment failure.
- b) Before rendering an estimated bill, Company may request customer to provide a meter reading on pre-addressed forms or through Company's IVR System or by entering the meter read through Company's Internet site. When estimating usage, Company shall consider customer's historical consumption, current consumption of similar customers for whom actual meter readings were obtained and the length of the billing period.
- c) Except in cases where customer is serviced under an approved Rate Schedule providing otherwise, Company will not render a bill based on estimated usage for more than three (3) consecutive billing periods or six (6) billing periods per year. If the meter is inaccessible and customer is unavailable or fails to furnish a meter reading as requested, then Company may render an estimated bill as necessary. Such customer's meters will be read at least once a year by Company and an adjustment, if necessary, shall be made as provided herein. Company may charge customer a meter reading charge as provided in Section 12.02, Meter Reading Charge, if a special reading is required.

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By   
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**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, d.b.a. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 10

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 10 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

d) When Company renders estimated bills, it will maintain accurate records of the reasons therefore and efforts made to secure actual readings for a period of at least 36 months. All such bills shall state that they have been based on estimated usage and Company shall make any appropriate adjustments upon subsequent reading of the meter by Company.

**4.04.04 Estimated Bill Procedure:**

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

b) Company shall use one of the following methods to estimate a customer's electric usage for billing purposes:

i) Calculation of peer group average as follows:

$$A/B \times C = \text{Estimate usage for a meter}$$

Where:

A = peer's usage this month

B = peer's usage for same month last year

C = Usage for same month last year for meter to be estimated

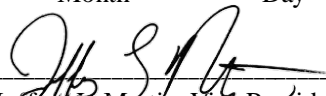
If usage from last year is unavailable, "B" shall be used as the estimate.

The peer group, cycle, revenue month, and town, usage total days used, and the total number of meters which make up the days and usage.

ii) Historical electric usage of customer's meter being estimated adjusted for weather if necessary and length of the billing period.

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By   
Jeffrey L. Martin, Vice President

Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 11

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 11 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

**4.04.05 Meter Reading Charge:**

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

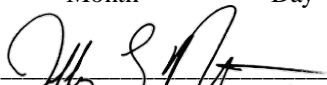
**4.05 Customer Billing:**

**4.05.01 Information on Bill: Customers' bills will show:**

- a) The beginning and ending meter reading for the billing period or the usage for the billing period obtained from an electronic meter except that an estimated billing shall disclose that it is based on estimated usage and the word "Estimated" shall appear on the bill;
- b) the date of the most recent meter reading and the date of the billing;
- c) the final date by which a payment can be received before a Delayed Payment Charge is imposed;
- d) the actual or estimated Electric Service supplied during the billing period;
- e) the comparative energy consumption for the current billing period and the comparable period a year ago;

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By   
Jeffrey L. Martin, Vice President

Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 12

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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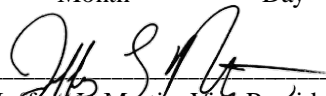
Sheet 12 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

- f) the fuel, power or energy cost adjustment in cents per kilowatt-hour (kWh) and the total amount due;
- g) the amount due for prompt payment and the amount due after delinquency in payment;
- h) the amount of additional charges due for past due accounts, Security Deposits, collection, connection, disconnection or reconnection charges, installment payments, estimated billing adjustments, and other utility charges authorized by the Commission;
- i) for customers on the Average Payment Plan, the dollar amount of overage or underage of amount paid to date as compared to the cumulative amount calculated under Company's normal billing process for the same period;
- j) the monthly amounts due from customers paying down an arrearage under the Cold Weather Rule or other payment plans;
- k) the total amount due for the current billing period;
- l) the amount due for franchise fee, state and local sales taxes or other surcharges stated separately, unless otherwise ordered by the Commission; and
- m) the address and telephone number of Company's office where customer may make a report, inquiry or complaint concerning a disputed bill, service rendered, account delinquency or termination of Electric Service.

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Month Day Year

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**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 13

WESTAR SERVICE AREA

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 13 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

4.05.02 Charges for Special Services: Company may include on the bill for utility related services other charges for special services. Special services are those not authorized by tariff or otherwise specifically regulated by the Commission, such as the sale of merchandise, insulation or services performed in connection therewith. Charges for special services shall be designated clearly and separately from charges for utility services.

4.05.03 Billing Adjustments:

a) Any adjustment to a previous bill which was based on estimated usage or a meter reading by customer will be shown on the bill. The adjustment shall be calculated for bills rendered during the period between the prior and most recent meter readings by Company. The adjusted bill shall show the credit due to customer or the balance due and payable to Company. Any credit due to customer may be applied as credit to customer's subsequent bills.

b) However, if the amount is greater than the amount specified in Section 12.03, Credit Due Amount, and customer so requests, the amount will be refunded. If balance is due and payable to Company, customer may, upon request and approval of Company, pay the amount in equal monthly installments over a period of time equal to the adjusted billing period. In no case will an adjustment to an estimated bill be made for an amount which is less than the amount specified in Section 12.10, Adjusted Bill Amount.

4.05.04 Prorated Bills:

a) Unless otherwise provided for in the application Rate Schedule or Rider, customer's Electric Service bills will be prorated for connections, disconnections or rerouting of meter routes if the billing period is less than 26 days or more than 36 days.

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Month Day Year

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Month Day Year

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**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 14

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 14 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

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

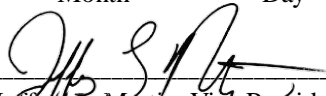
**4.05.05 Delayed Payment Charge:**

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

**4.05.06 Partial Payment:** If customer makes partial payment for the total bill, payment will be credited first to the balance outstanding for Electric Service beginning with the oldest service debt, then to additional utility charges, such as disconnection or reconnection charges, and then to special charges.

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By   
Jeffrey L. Martin, Vice President

Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 15

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 15 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

**4.05.07 Combined Payment for Several Meters:**

- a) Company may make an agreement with customer not to assess the Delayed Payment Charge otherwise applicable if customer:
  - i) assumes responsibility for payment of multiple utility bills from Company which become due on different dates in the month;
  - ii) notifies Company in writing setting forth the location where such Electric Service is rendered including the respective names in which the accounts are carried; and
  - iii) intends to make payment of all bills on or before the delinquency date of any one of such accounts.
- b) Company shall have no obligation under this subsection 4.06.07 if customer fails to make payment within the time limit of the one account specified in customer's notice to Company.
- c) If payment is not made within the time selected for payment of the bill, then Company shall collect Delayed Payment Charges as required in Section 4.05.05 on the basis of each single billing. Company's agreement with customer shall automatically be canceled after the third time the Delayed Payment Charge is assessed against customer during any consecutive 12-month period.

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Month Day Year

Effective June 15 2017  
Month Day Year

By   
Jeffrey L. Martin, Vice President

Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 16

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 16 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

4.05.08 Meter Readings Not Combined: Each class of Electric Service at each separate location supplied will be metered and billed separately. When more than one meter or metering facility is set at one premise for customer's convenience, or when customer has Electric Service at different premises, the readings of the separate meters will not be combined for billing purposes unless the applicable Rate Schedule provides otherwise. When more than one meter or metering facility is set for Company's convenience, the readings of the separate meters may be combined for billing purposes.

4.05.09 Correction of Erroneous Bills: In the event of an error in billing, Company shall issue a corrected bill. The corrected bill shall show the adjusted amount due or amount to be credited. Any amounts paid by customer on the erroneous bill shall be shown as a credit on the corrected bill. However, if the amount is greater than the amount specified in Section 12.03, Credit Due Amount, and customer so requests, the amount will be refunded. No corrected bill shall be issued for a period exceeding 12 months, unless the date of the error can be determined in which case the correction shall be computed back to but not beyond such date. No correction for erroneous bills need be made for amounts equal to or less than that specified in Section 12.04, Bill Error Amount.

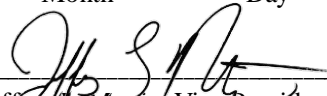
4.06 Average Payment Plan:

4.06.01 Availability: Upon mutual agreement between customer and Company the Average Payment Plan (APP) is available to any customer who qualifies for Electric Service under Company's Residential Electric Service and Small General Service rate schedules and Churches on any rate schedule.

4.06.02 Application for Average Payment Plan: Completion of Company's application for average payment shall constitute a request for Electric Service under the APP.

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By  \_\_\_\_\_  
Jeffrey L. Martin, Vice President

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 17

WESTAR SERVICE AREA

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 17 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

- 4.06.03 Calculation of Average Payment Plan monthly bills: Each month Company shall calculate customer's APP monthly bill based upon available history estimated if not known, not to exceed the prior 12 calendar months. The monthly APP bill shall be the sum of:
- a) current Net Monthly Bill, plus
  - b) previous 11 Net Monthly Bills, estimated if not known, plus
  - c) financial transactions that would impact customer's monthly bill (e.g., rebate and rebill), divided by
  - d) twelve (12), plus
  - e) Periodic Review Adjustment amount.
- 4.06.04 Average Monthly Billings: Customer's average monthly billings are due and payable as provided in Section 4.01, Payment of Bills. If such billing becomes delinquent, a 2 percent Delayed Payment Charge based upon such billing will be added. Company may terminate the APP if customer fails to pay any average monthly billing on or before its due date for 2 consecutive months. Billings to customers using the APP will contain the information specified in subsection 4.05.01, Information on Bill, and shall also show the overage or underage of the amounts paid to date as compared to the amounts calculated under Company's normal billing procedures for the same period.
- 4.06.05 Periodic Review Adjustment: A Periodic Review Adjustment shall consist of the Settlement Balance (the net accumulated difference between billings calculated under the rate schedule the customer takes Electric Service under and the billed Average Payment amounts) divided by twelve (12). The Periodic Review Adjustment shall be used for determining an increase or decrease to customer's APP bill for the twelve months following the Periodic Review. A Periodic Review may occur upon customer's request to review customer's APP or upon Company's

Issued \_\_\_\_\_  
                     Month                    Day                    Year

Effective June 15 2017  
                     Month                    Day                    Year

By  \_\_\_\_\_  
                     Jeffrey L. Martin, Vice President



Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 18

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 18 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

review of customer's account (e.g., as a result of edits in Company's billing system). Company shall review each customer's APP at least annually. The Periodic Review, upward or downward adjustments, may result from, but are not limited to, rate changes, variations in usage, or weather conditions. The Periodic Review Adjustment shall be limited to an increase or decrease of 30% of customer's APP amount. Company and customer may mutually agree to provide for a greater Periodic Review Adjustment amount.

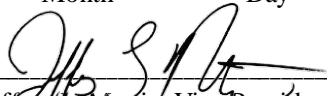
4.06.06 Termination of the Average Payment Plan: Final settlement occurs only when participation in the APP is terminated. Termination may occur at the request of customer or if there is a 60-day arrearage at time of billing or pursuant to any of the provisions in Section 5.01, Conditions for Discontinuing Electric Service. Any amount due or owing including the Settlement Balance (debit or credit) shall be included in the current bill upon termination.

4.07 Cold Weather Rule:

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

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By  \_\_\_\_\_  
Jeffrey L. Martin, Vice President

Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 19

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 19 of 27 Sheets


**GENERAL TERMS AND CONDITIONS**

**4.07.02 Customer's Responsibilities:**

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

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By   
Jeffrey L. Martin, Vice President

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 20

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 20 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

- c) Notwithstanding the requirements for an initial payment described above, Company may accept a lesser amount when it is able to verify special circumstances of need provided that the initial payment and future installments will eliminate customer's entire arrearage.

4.07.03 Company's Responsibilities: Company's responsibilities under the Cold Weather Rule are outlined as follows:

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

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By   
Jeffrey L. Martin, Vice President

Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 21

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 21 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

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

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By   
Jeffrey L. Martin, Vice President

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 22

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 22 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

- e) Except as specified in Section 5.01, Conditions for Discontinuing Electric Service, Company shall not disconnect customer's Electric Service when the local National Weather Service office has forecasted the temperature to drop below 35 degrees Fahrenheit or that it will be in the mid 30s or colder within the next 48-hour period.
- f) Company will not assess customer an additional Security Deposit as a condition for qualification under the Cold Weather Rule. However, an assessment of a Security Deposit made under the provisions of the existing standards and in conjunction with the Cold Weather Rule is appropriate if amortized over the payment plan period. The Security Deposit shall not be amortized over a period less than the period stated in Section 3.02, Security Deposit.
- g) When customer contacts Company for assistance under the Cold Weather Rule or generally regarding energy conservation measures, Company shall inform customer of the long range advantages of weatherization programs and encourage customer to apply for weatherization and insulation assistance. Company shall also inform customer of the availability of an energy analysis through the Audit for Conservation Today (ACT) program, and the benefits and associated costs of the energy analysis.

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

Issued \_\_\_\_\_  
                     Month                    Day                    Year

Effective June 15 2017  
                     Month                    Day                    Year

By  \_\_\_\_\_  
                     Jeffrey L. Martin, Vice President

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 23

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 23 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**


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

**4.07.05 Cure of Default:**

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

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By   
Jeffrey L. Martin, Vice President

Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 24

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 24 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

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

4.07.06 Renegotiation of Cold Weather Rule Agreement: Customer may contact Company and renegotiate its Cold Weather Rule payments if customer receives utility or other lump sum assistance.

4.07.07 Disconnections under the Cold Weather Rule: The Company may disconnect customers Electric Service after proper notice is given pursuant to the provisions detailed in Section 5 Disconnection of Electric Service. The disconnection provisions are modified during the Cold Weather Rule period as follows:

a) Company may disconnect customer when customer causes or permits unauthorized use, interference, tampering or diversion of Electric Service (meter bypass) on or about customer's premises

i) after a 48 hour written or 24 hour oral disconnection notice is provided to customer with the telephone number of the Commission's Protection Office, or

ii) 10 days after a disconnection notice is sent, whichever is quicker.

iii) Electric Service must be restored as soon as possible, using every commercially reasonable effort, after full payment has been made by customer for the diversion charges.

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By  \_\_\_\_\_  
Jeffrey L. Martin, Vice President

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 25

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 25 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

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

**4.08 Extended Payment Plan:**

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

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By  \_\_\_\_\_  
Jeffrey L. Martin, Vice President



**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, dba. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 26

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed June 23, 2016

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

Sheet 26 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

C. Extended Payment Plan billing will contain the information specified in subsection 4.05.01, Information on Bill.

4.09 Third Party Notification: Upon mutual agreement between Company, customer and any interested third party, Company will notify such third party when customer's bill becomes delinquent. The purpose of this agreement is to afford customer all available methods to maintain the account balance on a current basis and retain Electric Service. Other than providing notice, Company shall have no responsibility to the third party and the third party shall have no obligation to pay customer's delinquent bill.


4.10 Charges For Work Done On Customer's Premises By Company: Except as provided in Section 6, Customer's Service Obligations, Company shall charge customer for all materials furnished and work done on customer's premises beyond the Point of Delivery. Company shall charge customer once the investigation of a suspected unsafe condition is completed. Unless the unsafe condition on customer's premises is a result of Company's negligence, then no such charges shall apply to customer. Any charge shall be based upon Company's existing schedule of charges. Company shall not charge customer for replacement or repair of equipment furnished and owned by Company on customer's premises unless the repairs or replacements were caused by customer or customer's agent's negligence or misuse.

4.11 Rate Change Notice: Company shall provide general information explaining overall changes in rates to customers through bill inserts or direct mail when new rates are implemented due to a rate proceeding.

4.12 Seasonal Disconnect Service: Billings shall be on a year-around basis for customers unless the individual Rate Schedule or Rider under which customer takes Electric Service provides otherwise. The customer charge in the rate schedule shall apply during the off-season months when no Electric Service is used for those customers whose Electric Service requirements are seasonal. Examples of those customers include, but are not limited to, outdoor theaters, drive-ins, amusement parks, sport centers, golf courses, driving ranges, gun clubs, saddle clubs, swimming pools, etc.

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By   
Jeffrey L. Martin, Vice President

Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, d.b.a. WESTAR ENERGY

(Name of Issuing Utility)

WESTAR SERVICE AREA

(Territory to which schedule is applicable)

SCHEDULE GT&C

Replacing Schedule GT&C Sheet 27

which was filed June 23, 2016

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

Sheet 27 of 27 Sheets

**GENERAL TERMS AND CONDITIONS**

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

Issued \_\_\_\_\_  
Month Day Year

Effective June 15 2017  
Month Day Year

By   
Jeffrey L. Martin, Vice President

Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, d.b.a. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 1

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed April 18, 2012

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

Sheet 1 of 1 Sheets

**GENERAL TERMS AND CONDITIONS**

**12. SCHEDULE OF MISCELLANEOUS CHARGES AND AMOUNTS**

12.01	Connection Charge (Re: 2.01.02, 8.02.06)	\$ 5.00
12.02	Meter Reading Charge (Re: 4.04.03 & 4.04.05)	\$10.00
12.03	Credit Due Amount (Re: 4.05.03 & 4.05.09)	\$10.00
12.04	Bill Error Amount (Re: 4.05.09, 2.06.02)	\$ 2.00
12.05	Collection or Disconnection at Meter Charge (Re: 5.07)	\$15.00
12.06	Reconnection at Meter Charge (Re: 5.08)	\$20.00
12.07	Insufficient Funds Charge (Re: 4.03)	\$30.00
12.08	Insufficient Funds Service Charge (Re: 4.03)	\$30.00
12.09	Adjustment of Bills for Meter Error (Re: 9.05 B (2))	\$ 2.00
12.10	Adjusted Bill Amount (Re: 4.05.03)	\$ 2.00
12.11	Meter Test Charge (Re: 9.05 B(7))	\$30.00
12.12	Service Limiter Charge (Re: 5.09)	\$10.00
12.13	Customer Requested Information Charge (Re: 4.14)	\$20.00
12.14	Lock Ring Charge (Re: 5.10)	\$48.00
12.15	Credit, Debit Card Fee <u>per transaction amount for C&amp;I customers</u> (Re: 4.03 D)	<del>\$2.95</del> <u>3.25%</u>
12.16	Disconnection of Service at Pole or Pedestal (Re: 5.07)	\$20.00
12.17	Reconnection of Service at Pole or Pedestal (Re: 5.08)	\$30.00
12.18	Reconnection of Service Due to Meter Tampering and/or Diversion (Re: 5.08)	\$55.00

Issued \_\_\_\_\_  
Month Day Year

Effective September 27 2018  
Month Day Year

By \_\_\_\_\_  
Jeffrey L. Martin, Vice President

Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, d.b.a. WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 1

**WESTAR SERVICE AREA**

(Territory to which schedule is applicable)

which was filed April 18, 2012

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

Sheet 1 of 1 Sheets

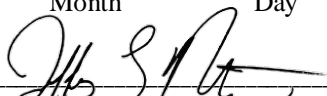
**GENERAL TERMS AND CONDITIONS**

**12. SCHEDULE OF MISCELLANEOUS CHARGES AND AMOUNTS**

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12.02	Meter Reading Charge (Re: 4.04.03 & 4.04.05)	\$10.00
12.03	Credit Due Amount (Re: 4.05.03 & 4.05.09)	\$10.00
12.04	Bill Error Amount (Re: 4.05.09, 2.06.02)	\$ 2.00
12.05	Collection or Disconnection at Meter Charge (Re: 5.07)	\$15.00
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12.13	Customer Requested Information Charge (Re: 4.14)	\$20.00
12.14	Lock Ring Charge (Re: 5.10)	\$48.00
12.15	Credit, Debit Card Fee per transaction amount for C&I customers (Re: 4.03 D)	3.25%
12.16	Disconnection of Service at Pole or Pedestal (Re: 5.07)	\$20.00
12.17	Reconnection of Service at Pole or Pedestal (Re: 5.08)	\$30.00
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Issued \_\_\_\_\_  
Month Day Year

Effective September 27 2018  
Month Day Year

By   
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