



November 24, 2020

Kansas Corporation Commission  
1500 SW Arrowhead Rd.  
Topeka, Kansas 66604-4024

RE: Docket No. 20-EKCE-357-TAR

To Whom it May Concerns:

Evergy Kansas Central, Inc. hereby files its tariff sheets reflecting change from the Customer Forward docket referenced above with changes to the following tariffs, TOU, Index, Section 4, Section 5 and Section 12.

Enclosed is an original and redlined copies of the change to the tariff pages. Please return one copy with the submittal date, when approved, with the Commission's filing data.

Please contact me at 575-1584 with any questions concerning this filing.

Sincerely,

*Leslie R. Wines*

Leslie Wines  
Executive Assistant Sr.

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**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY KANSAS CENTRAL, INC., &amp; EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE Index

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 1**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed April 18, 2012 September 27,2018No supplement or separate understanding  
shall modify the tariff as shown hereon.

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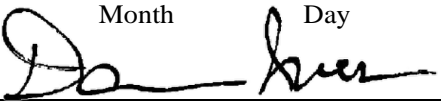
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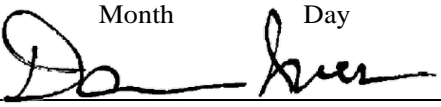
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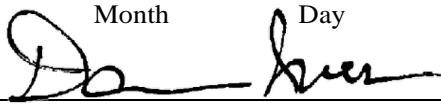
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**GENERAL TERMS AND CONDITIONS****4. BILLING AND PAYMENT****4.01 Payment of Bills:**

- 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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**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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**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.

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**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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**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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**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.

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**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY KANSAS CENTRAL, INC., &amp; EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE Section 4

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 7**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

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**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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Replacing Schedule GT&C Sheet 8**EVERGY KANSAS CENTRAL SERVICE AREA**

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**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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Replacing Schedule GT&C Sheet 9**EVERGY KANSAS CENTRAL SERVICE AREA**

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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.

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Replacing Schedule GT&C Sheet 10

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

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

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

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

~~i) Calculation of peer group average as follows:~~

~~—  $A/B \times C$  = 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.~~

**4.04.05 Meter Reading Charge:**

a) If a customer who has agreed to read customer's own meter fails to furnish a reading to Company for two consecutive billing periods, Company shall read customer's meter and may assess customer a Meter Reading Charge as filed in Section 12.02, 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 may ~~shall~~ assess customer a Meter Reading Charge as provided in Section 12.02, Meter Reading Charge. Should the reread of

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**GENERAL TERMS AND CONDITIONS**

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;
- 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

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underage of amount paid to date as compared to the cumulative amount  
calculated under Company's normal billing process for the same period;

- j) the monthly amounts due from customers paying down an arrearage under the  
Cold Weather Rule or other payment plans;
- k) the total amount due for the current billing period;
- 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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4.05.02 Charges for Special Services: Company may include on the bill for utility related services other charges for special services. Special services are those not authorized by tariff or otherwise specifically regulated by the Commission, such as the sale of merchandise, insulation or services performed in connection therewith. Charges for special services shall be designated clearly and separately from charges for utility services.

4.05.03 Billing Adjustments:

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

4.05.04 Prorated Bills:

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

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

**4.05.05 Delayed Payment Charge:**

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

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

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**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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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 (excluding industrial) and Churches on any rate schedule.

4.06.02 Eligibility: To be eligible to be billed under the terms and provisions of the APP, the Customer must meet the following requirements:

- a) The Customer must be currently receiving service under one of said schedules.
- b) The Customer must have received service continuously at the Customer's present premises for at least twelve (12) months prior to the election or agree to the Company's estimate for such service to be determined in accordance with

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**GENERAL TERMS AND CONDITIONS**section 4.06.04 Calculation of APP monthly amount.c) The Customer must not have any delinquent amount not in dispute with the Company.d) The Customer must satisfy, and be in conformance with, the Company's General Rules and Regulations Applying to Electric Service.Application for Average Payment Plan: Completion of Company's application for average payment shall constitute a request for Electric Service under the APP.4.06.03 Election: Commencing after the implementation of the Customer Care and Billing (CCB) system, each month the Company will notify eligible Customers then served under Residential Service or Small General Service rate schedules of the APP by issuing a bill which shall contain two amounts: the actual amount due, and the Average Payment amount due under the Plan. The Customer elects to pay under the APP if the Customer pays the Average Payment amount. A Customer may also elect to be billed under the APP at any time by contacting the Company's Customer Care Center.4.06.04 Payment of arrears under the Average Payment Plan: Customers who have an account balance in arrears shall be informed of, and may elect to be billed on this APP, if the following conditions are satisfied:a) The arrearage is not as a result of default of a previous payment agreement, including an agreement under the provisions of the Cold Weather Rule or this Rule 4.06.04;b) The arrearage is not as a result of tampering or diversion;c) The Customer agrees to pay, in twelve equal installments, an amount equal to the amount in arrears, divided by twelve (12), plus the Average Payment amount, to be determined in accordance with Rule 4.06.05.Any Customer who fails to make timely payments of the Average Payment plus one-twelfth of the arrears amount, or who causes or permit diversion of electric service, shall be considered in default, and subject to disconnection in accordance with the provisions of Rule 5. The Company may require payment in full of the total amount in arrears as a condition of reconnection. A Customer who is in default may be removed from the APP and shall not be eligible forIssued February 14 2020  
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participation in the APP until all amounts owed are paid in full.

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**GENERAL TERMS AND CONDITIONS**

4.06.053 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.

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

a) If the Customer has twelve (12) months of usage history at the premises, the calculation of the Plan payment will be the average of the last twelve (12) months of bills for the Customer. Each month, the Company will average the prior twelve (12) bills for the Customer, along with the cumulative balance of the Plan payments compared to actual usage ((prior 12 bills + over/under balance) ÷ 12); the Plan payment will automatically adjust on the next month's bill if there is more than a 10% variance in the calculation from the current Plan payment amount.

b) If the Customer does not have twelve (12) months of usage history at the premises, the Plan payment will be the average of the last nine (9) months of bills for the Customer.

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

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**GENERAL TERMS AND CONDITIONS**

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

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

c) Adjustments(i) \_\_\_\_\_

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

(ii) The monthly amounts payable under the Plan may be adjusted for abnormal weather conditions, historical usage at the current premise, or other factors. The estimated annual adjusted billing, and thus the monthly level payment amount, may be revised if the earlier estimate was underestimated or overestimated due to Customer use, weather conditions, rate tariff changes, or other factors.

d) Review of Contract: Customer may, at any time, request that the Company review the account for a modification to the average payment amount.

4.06.064 Average Payment Plan -Monthly Billings: Customer's APP 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.

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EVERGY KANSAS CENTRAL, INC., &amp; EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE Section 4

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 22

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed June 23, 2016No supplement or separate understanding  
shall modify the tariff as shown hereon.

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**GENERAL TERMS AND CONDITIONS**

4.06.07~~5~~ Periodic Review Adjustment: A Periodic Review Adjustment shall consist of the Settlement Balance (the net accumulated difference between billings calculated under the rate schedule the customer takes Electric Service under and the billed Average Payment amounts) divided by twelve (12). The Periodic Review Adjustment shall be used for determining an increase or decrease to customer's APP bill for the twelve months following the Periodic Review. A Periodic Review may occur upon customer's request to review customer's APP or upon Company's review of customer's account (e.g., as a result of edits in Company's billing system). Company shall review each customer's APP at least annually. The Periodic Review, upward or downward adjustments, may result from, but are not limited to, rate changes, variations in usage, or weather conditions. The Periodic Review Adjustment shall be limited to an increase or decrease of 30% of customer's APP amount. Company and customer may mutually agree to provide for a greater Periodic Review Adjustment amount.

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

4.06.08~~6~~ Termination of the Average Payment Plan: The election shall continue from month to month, unless terminated upon the occurrence of any of the following event:

a. Final settlement occurs only when participation in the APP is terminated. Termination may occur at the request of Customer.

b. ~~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, APP billing may be terminated. The Customers unpaid usage plus arrears shall be due and payable, and bills based on actual usage will be subsequently issued. The Customer may reelect to be billed under the APP by paying all amounts due and notifying the Company.

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

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SCHEDULE Section 4

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 23

## EVERGY KANSAS CENTRAL SERVICE AREA

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## GENERAL TERMS AND CONDITIONS

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

~~4.06.09 General Rules and Regulations Applicable: Except as expressly set forth above, this APP in no way modifies, terminates or suspends any of the Company's or Customer's rights or obligations, under the General Rules and Regulations Applying to Electric Service, including but not limited to payment of bills and discontinuance of service provisions.~~

4.07 Cold Weather Rule:

4.07.01 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.

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**THE STATE CORPORATION COMMISSION OF KANSAS**

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(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 24**EVERGY KANSAS CENTRAL SERVICE AREA**

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**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.

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## THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., &amp; EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE Section 4

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 25**EVERGY KANSAS CENTRAL SERVICE AREA**

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**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.

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Replacing Schedule GT&C Sheet 26**EVERGY KANSAS CENTRAL SERVICE AREA**

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**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.

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Replacing Schedule GT&C Sheet 27**EVERGY KANSAS CENTRAL SERVICE AREA**

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**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 negotiated by customer and Company shall be considered to be a Cold Weather

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**GENERAL TERMS AND CONDITIONS**

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

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Replacing Schedule GT&C Sheet 29**EVERGY KANSAS CENTRAL SERVICE AREA**

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

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

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.

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Replacing Schedule GT&C Sheet 30**EVERGY KANSAS CENTRAL SERVICE AREA**

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**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.

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**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.

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Replacing Schedule GT&C Sheet 32

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- 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.

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SCHEDULE \_\_\_\_\_ Section 4

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 1

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**GENERAL TERMS AND CONDITIONS****4. BILLING AND PAYMENT****4.01 Payment of Bills:**

- B. 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.
- C. 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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**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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**GENERAL TERMS AND CONDITIONS**

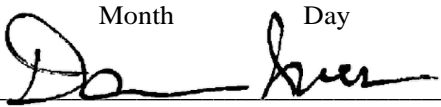
3. Company may require customer to make payment of bills by cash at an authorized pay agent location or by mailing certified checks or money orders.
4. Company may convert personal checks into Electronic transactions. If Company elects to convert personal checks into electronic transaction(s) and said 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.

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**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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**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY KANSAS CENTRAL, INC., &amp; EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE \_\_\_\_\_ Section 4

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 5

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

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shall modify the tariff as shown hereon.


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**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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By   
Darrin Ives, Vice President

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SCHEDULE \_\_\_\_\_ Section 4

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 6

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

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**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.

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SCHEDULE \_\_\_\_\_ Section 4

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Replacing Schedule GT&C Sheet 7

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

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**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.
- 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

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(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 8

EVERGY KANSAS CENTRAL SERVICE AREA

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**GENERAL TERMS AND CONDITIONS**

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;
  - 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;

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(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 9

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**GENERAL TERMS AND CONDITIONS**

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

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SCHEDULE \_\_\_\_\_ Section 4

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Replacing Schedule GT&C Sheet 10

EVERGY KANSAS CENTRAL SERVICE AREA

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**GENERAL TERMS AND CONDITIONS****4.04.04 Estimated Bill Procedure:**


- a) For customers with Advanced Metering Infrastructure (AMI) meters, when a current meter read is unavailable, the system will average consumption from the last read plus three-prior days to estimate the read. If that information is not available, a second estimation attempt will be made. The system will average the usage from five historical reads from the previous year. It will average the usage from the read in prior year from the same day as being estimated along with the three days prior and one day after. If the second estimation attempt is not successful, then the estimation is a manual process. The Billing Department will estimate usage based on historical usage information from the same premise and if and not available, the usage of customers with like premises.
- b) For customer with non-AMI meters, when a current meter read is unavailable, the system will average usage from 35 days prior to and 35 days after the same date of the previous year. If that information is not available, a second read estimation attempt will be made by averaging the usage from the prior two readings. If the second estimation attempt is not successful, then the estimation is a manual process. The Billing Department will estimate usage based on historic usage information from the same premise and if not available, the usage of customers with like premises.

**4.04.05 Meter Reading Charge:**

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

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Replacing Schedule GT&C Sheet 11

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**GENERAL TERMS AND CONDITIONS****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;
- 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;

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**GENERAL TERMS AND CONDITIONS**

- 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.

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.

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**GENERAL TERMS AND CONDITIONS**

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

**4.05.04 Prorated Bills:**

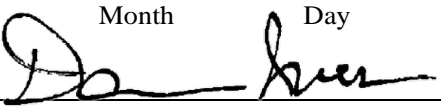
- a) Unless otherwise provided for in the application Rate Schedule or Rider, customer's Electric Service bills will be prorated for connections, disconnections or rerouting of meter routes if the billing period is less than 26 days or more than 36 days.
- b) Unless otherwise ordered by the Commission,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

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Replacing Schedule GT&C Sheet 14

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**GENERAL TERMS AND CONDITIONS**

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.

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.

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Replacing Schedule GT&C Sheet 15

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**GENERAL TERMS AND CONDITIONS**

b) 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.

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 (excluding industrial) and Churches on any rate schedule.

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**GENERAL TERMS AND CONDITIONS**

4.06.02 Eligibility: To be eligible to be billed under the terms and provisions of the APP, the Customer must meet the following requirements:

- a) The Customer must be currently receiving service under one of said schedules.
- b) The Customer must have received service continuously at the Customer's present premises for at least twelve (12) months prior to the election or agree to the Company's estimate for such service to be determined in accordance with section 4.06.04 Calculation of APP monthly amount.
- c) The Customer must not have any delinquent amount not in dispute with the Company.
- d) The Customer must satisfy, and be in conformance with, the Company's General Rules and Regulations Applying to Electric Service.


4.06.03 Election: Commencing after the implementation of the Customer Care and Billing (CCB) system, each month the Company will notify eligible Customers then served under Residential Service or Small General Service rate schedules of the APP by issuing a bill which shall contain two amounts: the actual amount due, and the Average Payment amount due under the Plan. The Customer elects to pay under the APP if the Customer pays the Average Payment amount. A Customer may also elect to be billed under the APP at any time by contacting the Company's Customer Care Center.

4.06.04 Payment of arrears under the Average Payment Plan: Customers who have an account balance in arrears shall be informed of, and may elect to be billed on this APP, if the following conditions are satisfied:

- a) The arrearage is not as a result of default of a previous payment agreement, including an agreement under the provisions of the Cold Weather Rule or this Rule 4.06.04;

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**GENERAL TERMS AND CONDITIONS**

- b) The arrearage is not as a result of tampering or diversion;
- c) The Customer agrees to pay, in twelve equal installments, an amount equal to the amount in arrears, divided by twelve (12), plus the Average Payment amount, to be determined in accordance with Rule 4.06.05.

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


4.06.05 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.

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

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Replacing Schedule GT&C Sheet 18

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**GENERAL TERMS AND CONDITIONS**

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

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

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


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

## c) Adjustments

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

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(ii) The monthly amounts payable under the Plan may be adjusted for abnormal weather conditions, historical usage at the current premise, or other factors. The estimated annual adjusted billing, and thus the monthly level payment amount, may be revised if the earlier estimate was underestimated or overestimated due to Customer use, weather conditions, rate tariff changes, or other factors.


d) Review of Contract: Customer may, at any time, request that the Company review the account for a modification to the average payment amount.

4.06.06 Average Payment Plan Monthly Billings: Customer's APP 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.

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

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Darrin Ives, Vice President



**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY KANSAS CENTRAL, INC., &amp; EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE \_\_\_\_\_ Section 4

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 20

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

4.06.08 Termination of the Average Payment Plan: The election shall continue from month to month, unless terminated upon the occurrence of any of the following event:


- a) Termination may occur at the request of Customer.
- b) If there is a 60-day arrearage at time of billing or pursuant to any of the provisions in Section 5.01, Conditions for Discontinuing Electric Service, APP billing may be terminated. The Customers unpaid usage plus arrears shall be due and payable, and bills based on actual usage will be subsequently issued. The Customer may reelect to be billed under the APP by paying all amounts due and notifying the Company.

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

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

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SCHEDULE \_\_\_\_\_ Section 4

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 21

EVERGY KANSAS CENTRAL SERVICE AREA

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**GENERAL TERMS AND CONDITIONS****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.

**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

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Replacing Schedule GT&C Sheet 22

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**GENERAL TERMS AND CONDITIONS**

v) enters into a payment agreement with Company setting forth the terms of customer's obligation to pay past, current, and future charges for Electric Service. Such payment agreement shall allow customer's unpaid account balance to be amortized over a period not exceeding 11 months.

b) In addition, a payment agreement may contain arrangements mutually agreeable and individualized to customer's particular situation.

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

4.07.03 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.

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Replacing Schedule GT&C Sheet 23

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- 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.
- 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

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Replacing Schedule GT&C Sheet 24

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- vi) that formal and informal complaint procedures are available to customer prior to termination during the cold weather period. Company shall provide customer the telephone number of the Commission's Consumer Protection Office.
- e) Except as specified in Section 5.01, 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.

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Replacing Schedule GT&C Sheet 25

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**GENERAL TERMS AND CONDITIONS**

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

4.07.05 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.

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Replacing Schedule GT&C Sheet 26

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- 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
  - iv) complying with all other provisions of the Cold Weather Rule. All other charges, costs, damages, and Security Deposits provided for under Company's General Terms and Conditions when customer has tampered or fraudulently used Company's facilities shall be included in the full payment made by the customer prior to restoration of service.
- 4.07.06 Renegotiation of Cold Weather Rule Agreement: Customer may contact Company and renegotiate its Cold Weather Rule payments if customer receives utility or other lump sum assistance.
- 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

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Replacing Schedule GT&C Sheet 27

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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.

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.

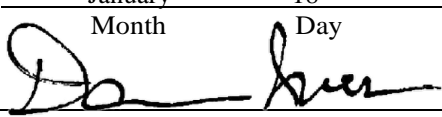
c) Company may disconnect when a customer tenders an insufficient funds check or electronic payment for the initial payment or an installment payment under a Cold Weather Rule payment plan and does not cure the insufficient payment within the 10-day notice period after a disconnection notice is sent 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.

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Replacing Schedule GT&C Sheet 28

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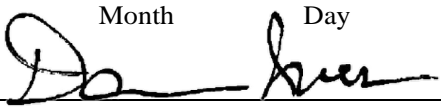
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- B. Extended Payment Plan monthly billings are due and payable as provided in Section 4.01, Payment of Bills. A 2 percent Delayed Payment Charge based upon such billing will be added if an Extended Payment Plan monthly billing becomes delinquent. Company may terminate an Extended Payment Plan if customer fails to pay any Extended Payment Plan monthly billing on or before its due date.
- 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.

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- 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.
- 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.

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SCHEDULE Section 5

(Name of Issuing Utility)

Replacing Schedule GT&C, Sheet 1EVERGY KANSAS CENTRAL SERVICE AREA(Territory to which schedule is applicable)  
2012which was filed January 21, 2009 April 18,No supplement or separate understanding  
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**GENERAL TERMS AND CONDITIONS****5. DISCONTINUATION OF ELECTRIC SERVICE****5.01 Conditions for Discontinuing Electric Service:**

A. Company may discontinue or refuse Electric Service for any of the following reasons:

- (1) upon customer's request;
- (2) when customer abandons Electric Service;
- (3) when customer's Electric Service bill becomes delinquent, as provided in Section 4.01, Payment of Bills, and after proper notice to customer, as provided in Section 5.03, Disconnect Procedure;
- (4) when a dangerous condition exists on customer's premise;
- (5) when customer causes or permits unauthorized use, interference, tampering or diversion of Electric Service (meter bypass) on or about customer's premises;
- (6) when customer misrepresents their identity or provides false information for the purpose of obtaining or retaining Electric Service;
- (7) when customer, in Company's sole discretion, uses or misapplies Electric Service which results in an unsatisfactory condition affecting the quality, safety or continuity of Electric Service to other customers or it is necessary to maintain the integrity of the Company's system;
- (8) when customer fails to provide credit information, a Security Deposit or guarantee as may be required by Section 3.01, Credit Requirements, or Section 3.02, Security Deposit, or has a previous undisputed and unpaid separate account for Electric Service with Company;

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SCHEDULE Section 5

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Replacing Schedule GT&C Sheet 2**EVERGY KANSAS CENTRAL SERVICE AREA**(Territory to which schedule is applicable)  
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- (9) when customer refuses to grant Company's personnel access, during normal working hours, to Company facilities installed upon customer's premises for the purpose of inspection, meter reading, maintenance or replacement;
- (10) when customer tenders an insufficient funds check or electronic payment under a cold weather rule payment plan and does not cure the insufficient payment during the 10-day notice period after a disconnection notice is sent (See also Section 4.07.04); or
- (11) when customer resells Electric Service without the written consent of Company;

- B. The Cold Weather Rule modifies certain conditions that permit Company from discontinuing Electric Service to customer. These modifications are detailed in Section 4.07, Cold Weather Rule.

5.02 Conditions Insufficient to Cause Disconnection of Electric Service: Company shall not disconnect or refuse Electric Service for any of the following reasons:

- A. Customer's failure to pay for special charges other than those specifically identified in Company's approved tariffs and terms and conditions;
- B. Customer's failure to pay for Electric Service received at a concurrent and separate metering point, residence or location. In the event of discontinuance or termination of Electric Service at a separate metering point, residence or location in accordance with these rules, Company may transfer any unpaid balance to any other Electric Service account with a customer's written consent. However, if customer fails to pay a final bill at any metering point, residence or location, Company may transfer such unpaid balance to any successive Electric Service account opened by customer for the same class of Electric Service. Also, Company may discontinue Electric Service at such successive metering point, residence or location for nonpayment of such transferred amount;

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SCHEDULE Section 5

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Replacing Schedule GT&C Sheet 3**EVERGY KANSAS CENTRAL SERVICE AREA**(Territory to which schedule is applicable)  
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- C. Customer's failure to pay for a different class of Electric Service received at the same location. It shall not be considered as a separate class of Electric Service if more than one meter is placed at the same location for the purpose of billing the usage of specific devices under optional rate schedules or provisions;
- D. Customer's failure to pay a bill which is in dispute; provided, however, that customer pays that portion of the bill not in dispute; or
- E. Customer's failure to pay an undisputed and unpaid account which has accrued and is more than 5 years old for Electric Service provided under a written agreement or more than 3 years old for Electric Service provided under an oral agreement;

**5.03 Disconnect Procedure:**

- A. Company may disconnect a customer:
  - (1) on ten days written notice for the reasons set forth in Section 5.01; or
  - (2) immediately, if disconnection is made for any of the following reasons:
    - (a) upon customer's request,
    - (b) when customer abandons Electric Service,
    - (c) when a dangerous condition exists on customer's premise,
    - (d) when customer, in Company's sole discretion, uses or misapplies the Electric Service resulting in an unsatisfactory condition affecting the quality, safety or continuity of Electric Service to other customers;
    - (e) it is necessary to maintain the integrity of Company's system; or

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SCHEDULE Section 5

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 4**EVERGY KANSAS CENTRAL SERVICE AREA**(Territory to which schedule is applicable)  
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(f) when customer causes or permits unauthorized use, interference, tampering or diversion of Electric Service (meter bypass) on or about customer's premise.

- B. When disconnection occurs due to conditions listed in subsections 5.01(4) and (7) are discovered by Company, Company may disconnect Electric Service immediately. Electric Service will be restored as soon as possible after the physical problem(s) has been corrected.
- C. If Company has knowledge that persons other than customer or members of customer's family are residing at the premises where unauthorized interference, tampering, diversion or Electric Service (meter bypass) is taking place, (See Section 5.01(5) then Company shall give such persons a two (2) day written or twenty-four (24) hour oral notice prior to disconnection of Electric Service. The telephone number of the Commission's Protection Office will be provided.
- D. If Company can prove that a customer has received Electric Service by using a false identity (See Section 5.01(6), Company may disconnect customer:
- (i) 48 hours after a personal or phone contact is made with customer of record with the telephone number of the Commission's Consumer Protection Office; or
  - (ii) ten (10) days after a disconnect notice is sent, whichever is quicker.
- E. Notice of discontinuance of service.
- (1) Company shall send customer a disconnection notice which shall be effective upon mailing and shall be effective for one month after the initial date upon and after which Electric Service can be disconnected. Company shall maintain an accurate record of the date of mailing and the effective dates of the notice.
  - (2) Company shall notify, or attempt to notify, customers by phone at least two days prior to disconnection.

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By \_\_\_\_\_

Darrin Ives, Vice President

**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY KANSAS CENTRAL, INC. &amp; EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE Section 5

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 5**EVERGY KANSAS CENTRAL SERVICE AREA**(Territory to which schedule is applicable)  
2012which was filed January 21, 2009 April 18.No supplement or separate understanding  
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- F. The disconnection notice shall be sent separately from other utility bills, information or advertising to the account name and address and, in the case of residential occupancy, to the address where Electric Service is provided. If a proposed disconnection involves more than one residential dwelling unit, then the disconnection notice shall be posted in the residential common area at least five days prior to the disconnection date.
- G. The disconnection notice shall contain the following information:
- (1) the name and address of customer and in the case of a residential dwelling the address, if different, where Electric Service is provided;
  - (2) a clear and concise statement of the reason for the proposed disconnection of Electric Service and the cost and conditions for reconnection;
  - (3) the date on or after which Electric Service will be discontinued unless customer takes appropriate action;
  - (4) terms under which customer may avoid disconnection;
  - (5) a statement that disconnection may be postponed or avoided if customer can demonstrate that special circumstances prevent complete payment and satisfactory credit arrangements are made with Company for that amount not in dispute;

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EVERGY KANSAS CENTRAL, INC. &amp; EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE Section 5

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 6**EVERGY KANSAS CENTRAL SERVICE AREA**(Territory to which schedule is applicable)  
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**GENERAL TERMS AND CONDITIONS**

- (6) a statement reasonably calculated to apprise customer of the availability of an administrative procedure which may be utilized in the event of a bonafide dispute or other circumstances. The address, telephone number and name of Company's office or personnel empowered to review disputed bills, rectify errors, and prevent disconnection, shall be clearly set forth. The notice shall state that customer may meet with a designated employee of Company and may present customer's reasons for disputing a bill or Company's reasons for disconnection, requesting credit arrangements or requesting a postponement of disconnection. The telephone number of the Commission's Consumer Protection Office will be provided; and
- (7) a statement of Customer's Responsibilities if the disconnection is scheduled to occur at any time during the period from November 1 through March 31.
- H. Company may disconnect a customer only if its authorized payment locations are open to a customer on the following schedule:
- (1) one hour after disconnection, and
  - (2) the full work day following disconnection, Company personnel and/or authorized agents identified in the notice given pursuant to this section are open and available to customer for the purpose of making pay arrangements, preventing disconnection or providing for reconnection, unless disconnection is pursuant to subsections 5.01 (1), (4), (5), (7).
- I. Company may disconnect a customer only if Company's employee that is sent to disconnect customer's Electric Service shall, immediately prior to disconnection, make a reasonable effort to:
- (1) contact customer or responsible person then upon the premises and shall announce the purpose of Company's presence;
  - (2) identify and record the name of the person contacted;

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SCHEDULE Section 5

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Replacing Schedule GT&C Sheet 7**EVERGY KANSAS CENTRAL SERVICE AREA**(Territory to which schedule is applicable)  
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**GENERAL TERMS AND CONDITIONS**

- (3) accept payment of all amounts tendered to Company, which are necessary to avert disconnection;
- (4) record statements disputing the accuracy of the delinquent bill;
- (5) record statements disputing the accuracy of Company's findings concerning the cause for discontinuance;
- (6) record statements concerning the medical condition of any permanent resident of the premises;
- (7) during the period from November 1 through March 31:
  - (a) inform customer of the Cold Weather Rule;
  - (b) inform customer that they can avoid disconnection by complying with subsection 4.07.02, Customer's Responsibilities, during the Cold Weather Rule period;
  - (c) inform customer of the availability of a list of organizations where funds are available; and
  - (d) provide a list of all other pay arrangements for which customer might qualify.

J. When customer cannot be contacted at the time of disconnection, Company shall leave a conspicuous notice to the customer giving the address and telephone number of Company where customer can arrange to have Electric Service restored.

**5.04 Postponement of Discontinuance in Special Circumstances:**

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Replacing Schedule GT&C Sheet 8**EVERGY KANSAS CENTRAL SERVICE AREA**(Territory to which schedule is applicable)  
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**GENERAL TERMS AND CONDITIONS**

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

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Replacing Schedule GT&C Sheet 9**EVERGY KANSAS CENTRAL SERVICE AREA**(Territory to which schedule is applicable)  
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**GENERAL TERMS AND CONDITIONS**

- (2) postpone disconnection until a full investigation is completed and the dispute is found to be invalid;
- (3) investigate the dispute promptly and completely; and
- (4) attempt to resolve the dispute informally in a manner mutually satisfactory to both parties.

B. A customer may advise Company that a bill is in dispute in any reasonable manner such as by written notice, in person or by telephone call directed to the appropriate personnel of Company.

C. In an attempt to resolve the dispute in a mutually satisfactory manner, Company may employ telephone communication, personal meetings, formal or informal hearings, on-site visits or any other techniques reasonably conducive to settlement of the dispute.

D. If the dispute is not resolved to customer's satisfaction, and after full investigation Company intends to proceed with disconnection, then Company shall advise customer of both formal and informal procedures available before the Commission. Company shall then give proper notice to customer and proceed with disconnection procedures.

5.07 Collection or Disconnection Charge: When it is necessary for Company to make a service call for the purpose of collection or disconnection of Electric Service because of non-payment, a service charge as specified in Section 12.05, Collection or Disconnection Charge, will be collected from customer by Company. If service cannot be disconnected at meter due to customer interference, cut at pole service charge as specified in Section 12.16; Disconnection at Pole or Pedestal, will be collected from customer by Company.

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Replacing Schedule GT&C Sheet 10**EVERGY KANSAS CENTRAL SERVICE AREA**(Territory to which schedule is applicable)  
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**GENERAL TERMS AND CONDITIONS**

5.08 Reconnection Charge: When a customer has been disconnected for conditions in Section 5.01, Conditions for Discontinuing Electric Service, Company may require a service charge as specified in Section 12.06, Reconnection at Meter Charge, or Section 12.17, Reconnection of Service at Pole or Pedestal for reconnecting Electric Service. In addition, Company may require a Security Deposit as specified in Section 3, Credit and Security Deposit Regulations, before Electric Service is restored. If customer orders a disconnection and a reconnection at the same premises within a period of 12 months, Company will collect, as a reconnection charge, the sum of the customer charges as would have been incurred but in no event less than the reconnection charge provided for in Section 12.06, Reconnection Charge. In addition, if electric service has been disconnected because of unauthorized use, interference, tampering or diversion of electric service (meter bypass), customer shall pay Company an amount estimated by Company to be reasonable payment for electric service used and not paid for, plus the reconnection charge as provided in Section 12.18, Reconnection Charge due to Meter Tampering and/or Diversion.

~~5.09 Extended Service Arrangement for Residential Customers:~~

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

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

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**GENERAL TERMS AND CONDITIONS**

~~next 48-hour period. However, once the limiter is installed, the device may remain in place unless a Cold Weather Rule pay agreement is entered into or customer pays in full.~~

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

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

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**GENERAL TERMS AND CONDITIONS****5. DISCONTINUATION OF ELECTRIC SERVICE****5.01 Conditions for Discontinuing Electric Service:**

A. Company may discontinue or refuse Electric Service for any of the following reasons:

- (1) upon customer's request;
- (2) when customer abandons Electric Service;
- (3) when customer's Electric Service bill becomes delinquent, as provided in Section 4.01, Payment of Bills, and after proper notice to customer, as provided in Section 5.03, Disconnect Procedure;
- (4) when a dangerous condition exists on customer's premise;
- (5) when customer causes or permits unauthorized use, interference, tampering or diversion of Electric Service (meter bypass) on or about customer's premises;
- (6) when customer misrepresents their identity or provides false information for the purpose of obtaining or retaining Electric Service;
- (7) when customer, in Company's sole discretion, uses or misapplies Electric Service which results in an unsatisfactory condition affecting the quality, safety or continuity of Electric Service to other customers or it is necessary to maintain the integrity of the Company's system;

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**GENERAL TERMS AND CONDITIONS**

- (8) when customer fails to provide credit information, a Security Deposit or guarantee as may be required by Section 3.01, Credit Requirements, or Section 3.02, Security Deposit, or has a previous undisputed and unpaid separate account for Electric Service with Company;
- (9) when customer refuses to grant Company's personnel access, during normal working hours, to Company facilities installed upon customer's premises for the purpose of inspection, meter reading, maintenance or replacement;
- (10) when customer tenders an insufficient funds check or electronic payment under a cold weather rule payment plan and does not cure the insufficient payment during the 10-day notice period after a disconnection notice is sent (See also Section 4.07.04); or
- (11) when customer resells Electric Service without the written consent of Company;

- B. The Cold Weather Rule modifies certain conditions that permit Company from discontinuing Electric Service to customer. These modifications are detailed in Section 4.07, Cold Weather Rule.

5.02 Conditions Insufficient to Cause Disconnection of Electric Service: Company shall not disconnect or refuse Electric Service for any of the following reasons:

- A. Customer's failure to pay for special charges other than those specifically identified in Company's approved tariffs and terms and conditions;

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**GENERAL TERMS AND CONDITIONS**

- B. Customer's failure to pay for Electric Service received at a concurrent and separate metering point, residence or location. In the event of discontinuance or termination of Electric Service at a separate metering point, residence or location in accordance with these rules, Company may transfer any unpaid balance to any other Electric Service account with a customer's written consent. However, if customer fails to pay a final bill at any metering point, residence or location, Company may transfer such unpaid balance to any successive Electric Service account opened by customer for the same class of Electric Service. Also, Company may discontinue Electric Service at such successive metering point, residence or location for nonpayment of such transferred amount;
- C. Customer's failure to pay for a different class of Electric Service received at the same location. It shall not be considered as a separate class of Electric Service if more than one meter is placed at the same location for the purpose of billing the usage of specific devices under optional rate schedules or provisions;
- D. Customer's failure to pay a bill which is in dispute; provided, however, that customer pays that portion of the bill not in dispute; or
- E. Customer's failure to pay an undisputed and unpaid account which has accrued and is more than 5 years old for Electric Service provided under a written agreement or more than 3 years old for Electric Service provided under an oral agreement;

**5.03 Disconnect Procedure:**

- A. Company may disconnect a customer:

(1) on ten days written notice for the reasons set forth in Section 5.01; or

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**GENERAL TERMS AND CONDITIONS**

(2) immediately, if disconnection is made for any of the following reasons:

- (a) upon customer's request,
- (b) when customer abandons Electric Service,
- (c) when a dangerous condition exists on customer's premise,
- (d) when customer, in Company's sole discretion, uses or misapplies the Electric Service resulting in an unsatisfactory condition affecting the quality, safety or continuity of Electric Service to other customers;
- (e) it is necessary to maintain the integrity of Company's system; or
- (f) when customer causes or permits unauthorized use, interference, tampering or diversion of Electric Service (meter bypass) on or about customer's premise.


B. When disconnection occurs due to conditions listed in subsections 5.01(4) and (7) are discovered by Company, Company may disconnect Electric Service immediately. Electric Service will be restored as soon as possible after the physical problem(s) has been corrected.

C. If Company has knowledge that persons other than customer or members of customer's family are residing at the premises where unauthorized interference, tampering, diversion or Electric Service (meter bypass) is taking place, (See Section 5.01(5) then Company shall give such persons a two (2) day written or twenty-four (24) hour oral notice prior to disconnection of Electric Service. The telephone number of the Commission's Protection Office will be provided.

D. If Company can prove that a customer has received Electric Service by using a false identity (See Section 5.01(6), Company may disconnect customer:

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**GENERAL TERMS AND CONDITIONS**

- (i) 48 hours after a personal or phone contact is made with customer of record with the telephone number of the Commission's Consumer Protection Office; or
- (ii) ten (10) days after a disconnect notice is sent, whichever is quicker.

**E. Notice of discontinuance of service.**

- (1) Company shall send customer a disconnection notice which shall be effective upon mailing and shall be effective for one month after the initial date upon and after which Electric Service can be disconnected. Company shall maintain an accurate record of the date of mailing and the effective dates of the notice.
- (2) Company shall notify, or attempt to notify, customers by phone at least two days prior to disconnection.

**F. The disconnection notice shall be sent separately from other utility bills, information or advertising to the account name and address and, in the case of residential occupancy, to the address where Electric Service is provided. If a proposed disconnection involves more than one residential dwelling unit, then the disconnection notice shall be posted in the residential common area at least five days prior to the disconnection date.****G. The disconnection notice shall contain the following information:**

- (1) the name and address of customer and in the case of a residential dwelling the address, if different, where Electric Service is provided;
- (2) a clear and concise statement of the reason for the proposed disconnection of Electric Service and the cost and conditions for reconnection;

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- (3) the date on or after which Electric Service will be discontinued unless customer takes appropriate action;
- (4) terms under which customer may avoid disconnection;
- (5) a statement that disconnection may be postponed or avoided if customer can demonstrate that special circumstances prevent complete payment and satisfactory credit arrangements are made with Company for that amount not in dispute;
- (6) a statement reasonably calculated to apprise customer of the availability of an administrative procedure which may be utilized in the event of a bonafide dispute or other circumstances. The address, telephone number and name of Company's office or personnel empowered to review disputed bills, rectify errors, and prevent disconnection, shall be clearly set forth. The notice shall state that customer may meet with a designated employee of Company and may present customer's reasons for disputing a bill or Company's reasons for disconnection, requesting credit arrangements or requesting a postponement of disconnection. The telephone number of the Commission's Consumer Protection Office will be provided; and
- (7) a statement of Customer's Responsibilities if the disconnection is scheduled to occur at any time during the period from November 1 through March 31.

H. Company may disconnect a customer only if its authorized payment locations are open to a customer on the following schedule:

- (1) one hour after disconnection, and

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- (2) the full work day following disconnection, Company personnel and/or authorized agents identified in the notice given pursuant to this section are open and available to customer for the purpose of making pay arrangements, preventing disconnection or providing for reconnection, unless disconnection is pursuant to subsections 5.01 (1), (4), (5), (7).
- I. Company may disconnect a customer only if Company's employee that is sent to disconnect customer's Electric Service shall, immediately prior to disconnection, make a reasonable effort to:
- (1) contact customer or responsible person then upon the premises and shall announce the purpose of Company's presence;
  - (2) identify and record the name of the person contacted;
  - (3) accept payment of all amounts tendered to Company, which are necessary to avert disconnection;
  - (4) record statements disputing the accuracy of the delinquent bill;
  - (5) record statements disputing the accuracy of Company's findings concerning the cause for discontinuance;
  - (6) record statements concerning the medical condition of any permanent resident of the premises;
  - (7) during the period from November 1 through March 31:
    - (a) inform customer of the Cold Weather Rule;

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- (b) inform customer that they can avoid disconnection by complying with subsection 4.07.02, Customer's Responsibilities, during the Cold Weather Rule period;
- (c) inform customer of the availability of a list of organizations where funds are available; and
- (d) provide a list of all other pay arrangements for which customer might qualify.

- J. When customer cannot be contacted at the time of disconnection, Company shall leave a conspicuous notice to the customer giving the address and telephone number of Company where customer can arrange to have Electric Service restored.

**5.04 Postponement of Discontinuance in Special Circumstances:**

- A. If a Residential customer establishes with Company that disconnection would be especially dangerous to the health of customer, resident member of customer's family or other permanent resident at customer's Electric Service address, and customer is unable to pay for Electric Service in accordance with the requirements of Company's billing or can pay for Electric Service only in installments, then disconnection of Electric Service shall be postponed for at least twenty-one days. Such postponement is to allow customer to arrange a reasonable installment payment schedule with Company.

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- B. Consideration shall be given to the weather, and customer's or other resident's medical condition, age or disability, in determining whether disconnection would be especially dangerous to health. Customer may establish that disconnection of Electric Service would be especially dangerous to the health of customer, resident members of customer's family, or other permanent resident of the premises where Electric Service is rendered by obtaining a statement signed by a physician or public health official verifying that fact and forwarding or presenting it to Company's office prior to the date of disconnection.

5.05 Restoration of Electric Service: Company shall restore Electric Service upon customer's request, when the cause of disconnection has been eliminated, a reconnection charge has been paid, and, if necessary, satisfactory credit arrangements have been made. Company shall at all times, make every commercially reasonable effort to promptly restore disconnected Electric Service on the day requested by customer. In any event, Company shall restore Electric Service to customer no later than the next business day following the day requested by customer.

5.06 Review of Disputes:

- A. Prior to disconnection of Electric Service, if customer advises Company that all or part of a billing is in dispute or that Company's reasons for disconnection are factually invalid, Company shall:
- (1) immediately record the date, time and place the complaint is made;
  - (2) postpone disconnection until a full investigation is completed and the dispute is found to be invalid;
  - (3) investigate the dispute promptly and completely; and
  - (4) attempt to resolve the dispute informally in a manner mutually satisfactory to both parties.

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Month Day Year

Effective January 18 2021  
Month Day Year

By 

Darrin Ives, Vice President

**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY KANSAS CENTRAL, INC. &amp; EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE Section 5

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 10EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed April 18, 2012No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 10 of 12 Sheets


**GENERAL TERMS AND CONDITIONS**

- B. A customer may advise Company that a bill is in dispute in any reasonable manner such as by written notice, in person or by telephone call directed to the appropriate personnel of Company.
- C. In an attempt to resolve the dispute in a mutually satisfactory manner, Company may employ telephone communication, personal meetings, formal or informal hearings, on-site visits or any other techniques reasonably conducive to settlement of the dispute.
- D. If the dispute is not resolved to customer's satisfaction, and after full investigation Company intends to proceed with disconnection, then Company shall advise customer of both formal and informal procedures available before the Commission. Company shall then give proper notice to customer and proceed with disconnection procedures.

5.07 Collection or Disconnection Charge: When it is necessary for Company to make a service call for the purpose of collection or disconnection of Electric Service because of non-payment, a service charge as specified in Section 12.05, Collection or Disconnection Charge, will be collected from customer by Company. If service cannot be disconnected at meter due to customer interference, cut at pole service charge as specified in Section 12.16; Disconnection at Pole or Pedestal, will be collected from customer by Company.

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SCHEDULE Section 5

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 11EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

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Sheet 11 of 12 Sheets

**GENERAL TERMS AND CONDITIONS**

5.08 Reconnection Charge: When a customer has been disconnected for conditions in Section 5.01, Conditions for Discontinuing Electric Service, Company may require a service charge as specified in Section 12.06, Reconnection at Meter Charge, or Section 12.17, Reconnection of Service at Pole or Pedestal for reconnecting Electric Service. In addition, Company may require a Security Deposit as specified in Section 3, Credit and Security Deposit Regulations, before Electric Service is restored. If customer orders a disconnection and a reconnection at the same premises within a period of 12 months, Company will collect, as a reconnection charge, the sum of the customer charges as would have been incurred but in no event less than the reconnection charge provided for in Section 12.06, Reconnection Charge. In addition, if electric service has been disconnected because of unauthorized use, interference, tampering or diversion of electric service (meter bypass), customer shall pay Company an amount estimated by Company to be reasonable payment for electric service used and not paid for, plus the reconnection charge as provided in Section 12.18, Reconnection Charge due to Meter Tampering and/or Diversion.

5.10 Lock Ring Device:

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

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EVERGY KANSAS CENTRAL, INC., &amp; EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE \_\_\_\_\_

TOU \_\_\_\_\_

(Name of Issuing Utility)

Replacing Schedule \_\_\_\_\_ TOU \_\_\_\_\_ Sheet \_\_\_\_\_ 1 \_\_\_\_\_

**EVERGY KANSAS CENTRAL RATE AREA**

(Territory to which schedule is applicable)

which was filed [June 8, 2017](#) [September 27, 2018](#)No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 1 of 4 Sheets

**TIME OF USE - PILOT****AVAILABLE**

Electric service is available under this rate schedule at points on the Company's existing distribution system. Participation in the Time Of Use (TOU) Pilot program is limited to 1,000 customers.

**APPLICABLE**

TOU shall be available as an option to customers otherwise served under Company's Residential Service (RS) rate schedule to encourage customers to shift consumption from higher-cost time periods to lower-cost time periods.

TOU is a three-year pilot program that is restricted to a maximum of one thousand (1,000) customers eligible for rate schedule RS in any year and shall remain in effect until modified or terminated by order of the Commission. Company will accept applications on a first-come-first-served basis.

A customer exiting the pilot program, disconnected for non-payment, or on a pay agreement may not be allowed to participate in this pilot program until the Commission has issued a decision on the pilot program report.

Company will file a report on TOU with the Commission after the first three years of implementation of the pilot program. Such report will detail findings and recommendations.

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**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY KANSAS CENTRAL, INC., &amp; EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE \_\_\_\_\_

TOU \_\_\_\_\_

(Name of Issuing Utility)

Replacing Schedule \_\_\_\_\_ TOU \_\_\_\_\_ Sheet \_\_\_\_\_ 2 \_\_\_\_\_

**EVERGY KANSAS CENTRAL RATE AREA**

(Territory to which schedule is applicable)

which was filed [June 8, 2017](#) [September 27, 2018](#)No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 2 of 4 Sheets

**TIME OF USE - PILOT****NET MONTHLY BILL**

BASIC SERVICE FEE \$14.50

**ENERGY CHARGE:**

Winter Period – Energy used in the billing months of October through May.

On-Peak:	8.7590¢ per kWh
Off-Peak	5.4167¢ per kWh

Summer Period – Energy used in the billing months of June through September

On-Peak:	14.8575¢ per kWh
Intermediate-Peak:	10.3062¢ per kWh
Off-Peak:	6.5891¢ per kWh

Plus all applicable adjustments and surcharges.

**ADJUSTMENTS AND SURCHARGES**

The rates hereunder are subject to adjustment as provided in the following schedules:

1. Retail Energy Cost Adjustment
2. Property Tax Surcharge
3. Transmission Delivery Charge
4. Environmental Cost Recovery Rider
5. Renewable Energy Program Rider
6. Energy Efficiency Rider
7. Tax Adjustment

Plus all applicable adjustments and surcharges.

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TOU \_\_\_\_\_

(Name of Issuing Utility)

Replacing Schedule \_\_\_\_\_ TOU \_\_\_\_\_ Sheet 3**EVERGY KANSAS CENTRAL RATE AREA**

(Territory to which schedule is applicable)

which was filed June 8, 2017 September 27, 2018No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 3 of 4 Sheets

**TIME OF USE - PILOT****DETERMINATION OF PRICING PERIODS**

Pricing periods are established in Central Standard Time year round by season for weekdays and weekends. The hours of the pricing periods for the price levels are as follows:

Winter Period – Energy used in the billing months of October through May.

On-Peak:	Weekdays 10:00 AM – 8:00 PM
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On-Peak:	Weekdays 1:00 PM – 8:00 PM
Intermediate-Peak:	Weekdays 10:00 AM – 1:00 PM
Off-Peak:	Weekends, Holidays, All Other Hours

**MINIMUM CHARGE**

The Basic Service Fee, plus the minimum specified in the Electric Service Agreement, plus all applicable adjustments and surcharges.

**DEFINITIONS & CONDITIONS**

1. Service shall be provided for a fixed term of not less than one (1) year and for such time thereafter until terminated by either party giving thirty (30) days written notice to the other of the desire to terminate.
2. Service under this optional pilot program will commence at the start of a billing cycle.

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THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

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TOU \_\_\_\_\_

(Name of Issuing Utility)

Replacing Schedule \_\_\_\_\_ TOU \_\_\_\_\_ Sheet 4

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

which was filed June 8, 2017 September 27, 2018

No supplement or separate understanding  
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Sheet 4 of 4 Sheets

TIME OF USE - PILOT

3. Customers served under this optional pilot program will not be eligible for Company's Average Payment Plan until billing commences on the Customer Care and Billing (CCB) system. Participating customers are ~~also~~ strongly encouraged to participate in electronic billing and electronic messaging (alerts) if available to them so that these options may be analyzed for effectiveness with the TOU Rate Option.
4. Company shall install metering equipment capable of accommodating the Time of Use rate described herein.
5. Holidays are defined as: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day
6. Company reserves the right to refuse service under this optional pilot program for reasons pertaining either to safety conditions at Customer premises or to technological limitations, at the sole discretion of the Company.
7. Service under this rate schedule is subject to Company's General Terms and Conditions presently on file with the State Corporation Commission of Kansas and any modification subsequently approved.
8. All provisions of this rate schedule are subject to changes made by order of the regulatory authority having jurisdiction.

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(Name of Issuing Utility)

Replacing Schedule TOU Sheet 1EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

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Sheet 1 of 4 Sheets

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SCHEDULE \_\_\_\_\_

TOU \_\_\_\_\_

(Name of Issuing Utility)

Replacing Schedule TOU Sheet 2EVERGY KANSAS CENTRAL RATE AREA

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Sheet 2 of 4 Sheets

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Effective	<u>January</u>	<u>18</u>	<u>2021</u>
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SCHEDULE \_\_\_\_\_

TOU \_\_\_\_\_

(Name of Issuing Utility)

Replacing Schedule TOU Sheet 3EVERGY KANSAS CENTRAL RATE AREA

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TOU \_\_\_\_\_

(Name of Issuing Utility)

Replacing Schedule TOU Sheet 4EVERGY KANSAS CENTRAL RATE AREA

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