

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the Matter of the Application of )  
KCP&L Greater Missouri Operations Company ) File No. ET-2018-\_\_\_\_\_  
For Approval to Modify Existing Tariffs )  
For Estimated Billing and Budget Billing. )

**APPLICATION FOR APPROVAL OF REVISED TARIFFS**

KCP&L Greater Missouri Operations Company (“GMO” or “Company”) files this Application with the Missouri Public Service Commission (“Commission”) for the purpose of revising its existing tariffs relating to (1) estimated billing, pursuant to the 4 CSR 240-13.020 Billing and Payment Standards, C (1) and (2) budget billing (“Application”). The Company respectfully requests that the proposed revisions become effective in accordance with applicable statutes and regulations, and in support of such request, states as follows:

1. GMO is a Delaware corporation with its principal office and place of business at 1200 Main Street, Kansas City, Missouri 64105. GMO is primarily engaged in the business of providing electric and steam utility service in Missouri to the public in its certificated areas. GMO is an “electrical corporation” and “public utility” as those terms are defined in § 386.020 RSMo 2000 and, as such, is subject to the jurisdiction of the Commission as provided by law. A Certificate of Authority for a foreign corporation to do business in the State of Missouri, evidencing GMO’s authority under the law to conduct business in the state of Missouri, was filed with the Commission in Case No. EU-2002-1053 and is incorporated herein by reference in accordance with 4 CSR 240-2.060(1)(G). GMO’s fictitious name registration was filed in Case No. EN-2009-0015 and is incorporated herein by reference.

2. In addition to undersigned counsel, all correspondence, pleadings, orders, decisions and communications regarding this proceeding should be sent to:

Lois J. Liechti  
Director – Regulatory Affairs  
Kansas City Power & Light Company 1200 Main Street  
P.O. Box 418679  
Kansas City, MO 64141-9679  
Telephone: (816) 556-2612  
Facsimile: (816) 556-2110  
E-Mail: [Lois.Liechti@kcpl.com](mailto:Lois.Liechti@kcpl.com)

Anthony R. Westenkirchner  
Senior Paralegal – Regulatory Affairs  
Kansas City Power & Light Company 1200 Main Street  
P.O. Box 418679  
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E-Mail: [Anthony.Westenkirchner@kcpl.com](mailto:Anthony.Westenkirchner@kcpl.com)

3. Data requests concerning this Application should be addressed to [Regulatory.Affairs@kcpl.com](mailto:Regulatory.Affairs@kcpl.com).

4. GMO has no pending actions or final unsatisfied judgments or decisions against it from any state or federal agency or court, which involve customer service or rates, which action, judgment, or decision has occurred within three years of the date of the Application, except for the following: *James Dickson and Angela Dickson v. KCP&L Greater Missouri Operations Company*, File No. EC-2016-0230. GMO has no annual reports or regulatory assessment fees that are overdue in Missouri.

**I. Bill Estimation Procedure**

5. This Application requests approval of the Customer Care and Billing (“CCB”) estimating procedure described below, and its Estimated Bill Procedure tariff. The Company is replacing its current billing system, CIS Plus, with CCB and anticipates implementing CCB in May, 2018. In the current billing system, when a meter read is unavailable for current month billing, if customer history is available, the system will estimate usage based upon the customer’s

previous usage and a historical trend of like customers. A trend table stores data records regarding usage by Customer Class, Rate Class, Rate Sub class, Meter Read Cycle, Month/Year, Unit of Measure and Bill Period End Date.

Estimated usage is calculated by using the following formula:

- $\text{Recent} * (\text{History}/\text{Trend}) * \text{Days}$ .
  - “Recent” is the average of the last three days of usage for similar customers from the Trend table.
  - “History” is the customer’s historical daily usage over and up to the last 12 billing cycles.
  - “Trend” is the historical daily usage of similar customers from the Trend table during the same billing periods as the customer’s “History” calculation.
  - “Days” references the number of bill days to be estimated. In the absence of sufficient customer history, estimated usage is calculated from a rate schedule estimation table for customers with both Advanced Metering Infrastructure (“AMI”) and non-AMI meters.

6. CCB uses a different procedure for estimating a customer’s usage when a meter read is not available. It differs depending on whether a customer has an AMI meter. For customers with AMI meters, when a current meter read is unavailable, the system will average consumption from the three-prior days to estimate a 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 the 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 not available, the usage of customers with like premises. For customers 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 and the following billing month. If that information is not available, a second read estimation attempt will be made by averaging the usage from the prior two readings. If the second estimation attempt is not successful, then the estimation is a manual process. The billing department will estimate usage based on historical usage information from the same premise and if not available, the usage of customers with like premises. The results of current bill estimation procedures and proposed bill estimation procedures were compared to actuals. Overall, the proposed CCB bill estimation procedure produced results that were closer to actual volumes than the current CIS Plus bill estimation procedure.

## **II. Budget Billing tariff changes**

7. This Application is also requesting approval of modifications to the Level Payment Plan (“Budget Billing”) tariff. GMO currently offers residential customers a Budget Billing Plan which allows customers to level their bill payments to the utility by fixing their monthly bill to a calculated 12-month average cost. The method of offering Budget Billing and the associated true-up differs with CCB. These differences necessitate tariff revisions.

8. Under the new Budget Billing Plan eligible Residential and SGS customers with a minimum of nine months of recent usage history at their premise, not currently enrolled will receive a monthly bill message indicating their budget amount. The message will indicate if they wish to enroll they can do so by paying the amount indicated. If the customer does not have 12 months of usage history at the premise, CCB will look for a minimum of nine months of customer

usage history at the premise to calculate the budget amount. If the customer does not have nine months of usage history at the premise, but is otherwise eligible for a Budget Billing Plan, the customer will receive a different message on their bill stating that if they are interested in enrolling in a Budget Billing Plan, they should call the Company to speak to a customer service representative (“CSR”). At that time, the CSR will manually calculate a budget billing amount by viewing a nearby premise usage history that is served under the same rate schedule.

9. Once enrolled in a Budget Billing Plan, the CCB system will calculate the average monthly payment every month. It will average up to 12 months of bills plus any over/under balance for the customer, and will automatically adjust the Budget Billing Plan amount for the customer on the next month’s bill if there is more than a 10% variance in the calculation from the current Budget Billing Plan amount. This adjustment will smooth out the abrupt changes in the customer’s monthly bill that can occur with the current process of adjusting budget amounts annually. Application of the 10% variance adjustment will commence 60 days after the implementation of CCB, allowing for a period of transition.

10. The Company believes the bill estimation procedure CCB uses will produce bills that more closely reflect actual usage than the current CIS Plus procedure, and the monthly review of the Budget Billing Plan, smoothing abrupt changes to the customer’s budget amount, are features customers will value.

11. The Company respectfully requests the Commission approve the proposed changes to the CCB estimating procedure and its Estimated Bill Procedure as outlined above and in the exemplar tariffs (attached as Exhibit A). As the Company is still utilizing the existing billing system, GMO proposes that the new tariffs become effective concurrent with CCB

implementation. Because the Company does not know the exact day that CCB will be implemented, it will make a tariff filing closer to the implementation date.

**WHEREFORE**, the Company respectfully requests that the Commission approve its Application and revised tariffs.

Respectfully submitted,

*/s/ Roger W. Steiner*

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Robert J. Hack MBN#36496  
Roger W. Steiner MBN#39586  
Kansas City Power & Light Company  
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Kansas City, Missouri 64105  
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E-mail: [Roger.Steiner@kcpl.com](mailto:Roger.Steiner@kcpl.com)

**ATTORNEYS FOR KANSAS CITY POWER &  
LIGHT COMPANY AND KCP&L GREATER  
MISSOURI OPERATIONS COMPANY**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above and foregoing document was served upon the parties listed below on this 27<sup>th</sup> day of February, 2018, by either e-mail or U.S. Mail, postage prepaid.

Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102  
[staffcounsel@psc.mo.gov](mailto:staffcounsel@psc.mo.gov)

Office of the Public Counsel  
P.O. Box 2230  
Jefferson City, MO 65102  
[opc@ded.mo.gov](mailto:opc@ded.mo.gov)

*/s/ Roger W. Steiner*

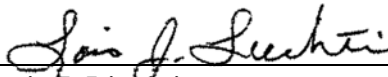
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Roger W. Steiner

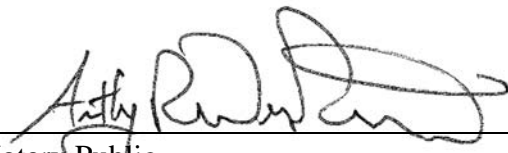
**VERIFICATION**

STATE OF MISSOURI    )  
  ) ss.  
COUNTY OF JACKSON    )

I, Lois J. Liechti, being duly affirmed according to the law, depose and state that I am Director – Regulatory Affairs of Kansas City Power & Light Company, that I am authorized to make this verification on behalf of GMO, and that the facts set forth in the foregoing Application are true and correct to the best of my knowledge, information and belief.

  
\_\_\_\_\_  
Lois J. Liechti  
Director – Regulatory Affairs  
Kansas City Power & Light Company

Subscribed and sworn before me this 26<sup>th</sup> day of February 2018.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_ 4/26/2021 \_\_\_\_\_



**KCP&L GREATER MISSOURI OPERATIONS COMPANY**

P.S.C. MO. No. 1 2nd Revised Sheet No. R-37  
Canceling P.S.C. MO. No. 1 1st Revised Sheet No. R-37

For Missouri Retail Service Area

<b>RULES AND REGULATIONS ELECTRIC</b>
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6.04 Billing and Payment Standards

- A. Company shall normally render a bill (by mailing, electronic posting or serving) for each billing period to every customer in accordance with its rate tariff. Bills for electric service may be paid in cash, electronic funds transfer, or check. Additionally residential service customers may also pay by approved credit and debit card.
  
- B. Each billing statement rendered by Company shall be computed on the actual usage during the billing period except as follows:
  - (1) Company may render a bill based on estimated usage:
    - (a) To seasonally billed customers, provided an appropriate rate tariff is on file with the Commission and an actual reading is obtained before each change in the seasonal cycle.
    - (b) When extreme weather conditions, emergencies, labor agreements, or work stoppages prevent actual meter readings.
    - (c) When Company is unable to obtain access to the customer's premises for the purpose of reading the meter or when the customer makes reading the meter unnecessarily difficult. If Company is unable to obtain an actual meter reading for these reasons, where practicable it shall undertake reasonable alternatives to obtain a customer reading of the meter, such as mailing or leaving postpaid, preaddressed postcards upon which the customer may note the reading unless the customer requests otherwise.
    - (d) For customers with Advanced Metering Infrastructure (AMI) meters, when a current meter read is unavailable, the system will average consumption from the three-prior days to estimate a 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 the 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.
    - (e) For customers 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 and the following billing month. If that information is not available, a second read estimation attempt will be made by averaging the usage from the prior two readings. If the second estimation attempt is not successful, then the estimation is a manual process. The Billing Department will estimate usage based on historical usage information from the same premise and if not available, the usage of customers with like premises.



~~STATE OF MISSOURI, PUBLIC SERVICE COMMISSION~~ **KCP&L GREATER MISSOURI  
OPERATIONS COMPANY**

P.S.C. MO. No. 1 ~~4<sup>th</sup>~~<sup>2nd</sup> Revised Sheet No. R-37  
Canceling P.S.C. MO. No. 1 ~~1st~~ ~~Original- Revised~~ Sheet No. R-37

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**KCP&L Greater Missouri Operations Company** For Territory Served as L&P and MPS Missouri Retail  
Service Area  
**KANSAS CITY, MO - 64106**

RULES AND REGULATIONS  
ELECTRIC

6.04 Billing and Payment Standards

- A. Company shall normally render a bill (by mailing, electronic posting or serving) for each billing period to every customer in accordance with its rate tariff. Bills for electric service may be paid in cash, electronic funds transfer, or check. Additionally residential service customers may also pay by approved credit and debit card.
- B. Each billing statement rendered by Company shall be computed on the actual usage during the billing period except as follows:
- (1) Company may render a bill based on estimated usage:
- (a) To seasonally billed customers, provided an appropriate rate tariff is on file with the Commission and an actual reading is obtained before each change in the seasonal cycle.
- (b) When extreme weather conditions, emergencies, labor agreements, or work stoppages prevent actual meter readings.
- (c) When Company is unable to obtain access to the customer's premises for the purpose of reading the meter or when the customer makes reading the meter unnecessarily difficult. If Company is unable to obtain an actual meter reading for these reasons, where practicable it shall undertake reasonable alternatives to obtain a customer reading of the meter, such as mailing or leaving postpaid, preaddressed postcards upon which the customer may note the reading unless the customer requests otherwise.
- (d) For customers with Advanced Metering Infrastructure (AMI) meters, when a current meter read is unavailable, the system will average consumption from the three-prior days to estimate a 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 the 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.
- (e) For customers 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 and the following billing month. If that information is not available, a second read estimation attempt will be made by averaging the usage from the prior two readings. If the second estimation attempt is not successful, then the estimation is a manual process. The Billing Department will estimate usage based on historical usage information from the same premise and if not available, the usage of customers with like premises.

~~(2) Company shall not render a bill based on estimated usage for more than three (3) consecutive billing periods or one (1) year, whichever is less, except under conditions described in Section 6.04 (B) (1).~~

~~(3) Under no circumstances shall Company render a bill based on estimated usage:~~

~~(a) Unless the estimating procedures employed by Company and any substantive changes to those procedures have been approved by the Commission.~~

~~(b) As a customer's initial or final bill for service unless conditions beyond the control of Company prevent an actual meter reading.~~

~~(4) When Company renders an estimated bill in accordance with these Rules, it shall:~~

~~(a) Maintain accurate records of the reasons for the estimate and the effort made to secure an actual reading.~~

~~(b) Clearly and conspicuously note on the bill that it is based on estimated usage.~~

~~(c) Use customer-supplied readings, whenever possible, to determine usage.~~

~~(5) When Company underestimates a customer's usage; the customer shall be given the opportunity, if requested, to make payment in installments.~~

Issued: ~~July 24, 2009~~

Effective: ~~September 1, 2009~~

Issued by: ~~Curtis D. Blanc, Sr. Director~~ ~~Darrin R. Ives, Vice President~~ 1200 Main, Kansas City, MO ~~64105~~

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**KCP&L GREATER MISSOURI OPERATIONS COMPANY**

P.S.C. MO. No. 1 2nd Revised Sheet No. R-38  
Canceling P.S.C. MO. No. 1 1st Original Sheet No. R-38  
For Missouri Retail Service Area

<b>RULES AND REGULATIONS ELECTRIC</b>
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6.04 Billing and Payment Standards (Continued)

- (2) Company shall not render a bill based on estimated usage for more than three (3) consecutive billing periods or one (1) year, whichever is less, except under conditions described in Section 6.04 (B) (1).
  - (3) Under no circumstances shall Company render a bill based on estimated usage:
    - (a) Unless the estimating procedures employed by Company and any substantive changes to those procedures have been approved by the Commission.
    - (b) As a customer's initial or final bill for service unless conditions beyond the control of Company prevent an actual meter reading.
  - (4) When Company renders an estimated bill in accordance with these Rules, it shall:
    - (a) Maintain accurate records of the reasons for the estimate and the effort made to secure an actual reading.
    - (b) Clearly and conspicuously note on the bill that it is based on estimated usage.
    - (c) Use customer-supplied readings, whenever possible, to determine usage.
  - (5) When Company underestimates a customer's usage; the customer shall be given the opportunity, if requested, to make payment in installments.
- C. If Company is unable to obtain an actual meter reading for three (3) consecutive billing periods, Company shall advise the customer by first class mail or personal delivery that the bills being rendered are estimated, that estimation may not reflect the actual usage, and that the customer may read and report electric usage to Company on a regular basis. The procedure by which this reading and reporting may be initiated shall be explained. Company shall attempt to secure an actual meter reading from customers reporting their own usage at least annually. These attempts shall include personal contact with the customer to advise the customer of the regular meter reading day. Discontinuance of the service of a customer who is reading and reporting usage on a regular basis because of inability to secure an actual meter reading shall not be required.
- D. If a customer fails to report usage to Company, Company shall obtain a meter reading at least annually. Company shall notify the customer that if usage is not reported regularly by the customer and if the customer fails, after written request, to grant access to the meter, then service may be discontinued pursuant to Section 2.05 of these Rules.
- E. Company may bill its customers on a cyclical basis if the individual customer receives each billing on or about the same day of each billing period. If Company changes a meter reading route or schedule which results in a change of nine (9) days or more of a billing cycle, notice shall be given to the affected customer at least fifteen (15) days prior to the date the customer receives a bill based on the new cycle.

KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1 4<sup>st</sup>2nd Revised Sheet No. R-38  
Canceling P.S.C. MO. No. 1 1st Original Sheet No. R-38  
For Missouri Retail Service Area

RULES AND REGULATIONS  
ELECTRIC

6.04 Billing and Payment Standards (Continued)

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(2) Company shall not render a bill based on estimated usage for more than three (3) consecutive billing periods or one (1) year, whichever is less, except under conditions described in Section 6.04 (B) (1).

(3) Under no circumstances shall Company render a bill based on estimated usage:

(a) Unless the estimating procedures employed by Company and any substantive changes to those procedures have been approved by the Commission.

(b) As a customer's initial or final bill for service unless conditions beyond the control of Company prevent an actual meter reading.

(4) When Company renders an estimated bill in accordance with these Rules, it shall:

(a) Maintain accurate records of the reasons for the estimate and the effort made to secure an actual reading.

(b) Clearly and conspicuously note on the bill that it is based on estimated usage.

(c) Use customer-supplied readings, whenever possible, to determine usage.

(5) When Company underestimates a customer's usage, the customer shall be given the opportunity, if requested, to make payment in installments.

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C. If Company is unable to obtain an actual meter reading for three (3) consecutive billing periods, Company shall advise the customer by first class mail or personal delivery that the bills being rendered are estimated, that estimation may not reflect the actual usage, and that the customer may read and report electric usage to Company on a regular basis. The procedure by which this reading and reporting may be initiated shall be explained. Company shall attempt to secure an actual meter reading from customers reporting their own usage at least annually. These attempts shall include personal contact with the customer to advise the customer of the regular meter reading day. Discontinuance of the service of a customer who is reading and reporting usage on a regular basis because of inability to secure an actual meter reading shall not be required.

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D. If a customer fails to report usage to Company, Company shall obtain a meter reading at least annually. Company shall notify the customer that if usage is not reported regularly by the customer and if the customer fails, after written request, to grant access to the meter, then service may be discontinued pursuant to Section 2.05 of these Rules.

E. Company may bill its customers on a cyclical basis if the individual customer receives each billing on or about the same day of each billing period. If Company changes a meter reading route or schedule which results in a change of nine (9) days or more of a billing cycle, notice shall be given to the affected customer at least fifteen (15) days prior to the date the customer receives a bill based on the new cycle.

~~F. A monthly-billed customer shall have at least twenty-one (21) days from the rendition of the bill to pay the electric charges. If the due date or delinquent date falls upon a Sunday, legal holiday, or any other day when the offices of Company regularly used for the payment of customer bills are not open to the general public, the due date or delinquent date shall be extended through the next business day. The date of payment for remittance by mail is the~~

~~date on which Company receives the remittance. Company shall not base an assessment of a deposit or delinquent charge, or a discontinuance of service, on a payment that was made to a payment agent on or before the due date or delinquent date.~~

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Issued: ~~November 8, 2016~~ Effective: ~~December 22, 2016~~  
Issued by: Darrin R. Ives, Vice President \_\_\_\_\_ 1200 Main, Kansas City, MO  
~~664105~~

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**KCP&L GREATER MISSOURI OPERATIONS COMPANY**

P.S.C. MO. No. 1 2nd  
Canceling P.S.C. MO. No. 1 1st

Revised Sheet No. R-39  
Original Sheet No. R-39

For Missouri Retail Service Area

**RULES AND REGULATIONS  
ELECTRIC**

6.04 Billing and Payment Standards (Continued)

- F. A monthly-billed customer shall have at least twenty-one (21) days from the rendition of the bill to pay the electric charges. If the due date or delinquent date falls upon a Sunday, legal holiday, or any other day when the offices of Company regularly used for the payment of customer bills are not open to the general public, the due date or delinquent date shall be extended through the next business day. The date of payment for remittance by mail is the date on which Company receives the remittance. Company shall not base an assessment of a deposit or delinquent charge, or a discontinuance of service, on a payment that was made to a payment agent on or before the due date or delinquent date.
- G. Every bill for residential electric service shall clearly state the following:
- (1) The beginning and ending meter readings of the billing period and the dates of these readings.
  - (2) The date when the bill will be considered due and the date when it will be delinquent, if different.
  - (3) Any previous balance that states the balance due for electric charges separate from charges for services not subject to Commission jurisdiction.
  - (4) The amount due for the most recent billing period for electric usage stated separately from the amount due for the same period for a deposit and the amount due for the same period for service not subject to Commission jurisdiction.
  - (5) The amount due for other authorized charges.
  - (6) The total amount due.
  - (7) The telephone number the customer may call from the customer's service location without incurring toll charges and the address of Company where the customer may initiate an inquiry or complaint regarding the bill as rendered or the service provided. Charges for measured local service are not toll charges for purposes of this Rule.
  - (8) License, occupation, gross receipts, franchise, and sales taxes.
- H. Normally bills will be sent by mail; however, the Company reserves the right to deliver bills or to use electronic posting for qualified customers at their request. The non-receipt of a bill by a customer shall not release or diminish the obligation of the Customer with respect to the full payment thereof, including penalties and interest.

Issued:  
Issued by: Darrin R. Ives, Vice President

Effective:  
1200 Main, Kansas City, MO 64105

~~STATE OF MISSOURI, PUBLIC SERVICE COMMISSION~~ **KCP&L GREATER MISSOURI  
OPERATIONS COMPANY**

P.S.C. MO. No. 1 4<sup>th</sup>2nd Revised Sheet No. R-39  
Canceling P.S.C. MO. No. 1 1st Original Sheet No. R-39

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**KCP&L Greater Missouri Operations Company** For Territory Served as L&P and MPS Missouri Retail  
Service Area  
**KANSAS CITY, MO 64106**

RULES AND REGULATIONS  
ELECTRIC

6.04 Billing and Payment Standards (Continued)

F. A monthly-billed customer shall have at least twenty-one (21) days from the rendition of the bill to pay the electric charges. If the due date or delinquent date falls upon a Sunday, legal holiday, or any other day when the offices of Company regularly used for the payment of customer bills are not open to the general public, the due date or delinquent date shall be extended through the next business day. The date of payment for remittance by mail is the date on which Company receives the remittance. Company shall not base an assessment of a deposit or delinquent charge, or a discontinuance of service, on a payment that was made to a payment agent on or before the due date or delinquent date.

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G. Every bill for residential electric service shall clearly state the following:

- (1) The beginning and ending meter readings of the billing period and the dates of these readings.
- (2) The date when the bill will be considered due and the date when it will be delinquent, if different.
- (3) Any previous balance that states the balance due for electric charges separate from charges for services not subject to Commission jurisdiction.
- (4) The amount due for the most recent billing period for electric usage stated separately from the amount due for the same period for a deposit and the amount due for the same period for service not subject to Commission jurisdiction.
- (5) The amount due for other authorized charges.
- (6) The total amount due.
- (7) The telephone number the customer may call from the customer's service location without incurring toll charges and the address of Company where the customer may initiate an inquiry or complaint regarding the bill as rendered or the service provided. Charges for measured local service are not toll charges for purposes of this Rule.
- (8) License, occupation, gross receipts, franchise, and sales taxes.

H. Normally bills will be sent by mail; however, the Company reserves the right to deliver bills or to use electronic posting for qualified customers at their request. The non-receipt of a bill by a customer shall not release or diminish the obligation of the Customer with respect to the full payment thereof, including penalties and interest.

Issued: ~~July 24, 2009~~ Effective: ~~September 1, 2009~~  
Issued by: ~~Curtis D. Blanc, Sr. Director~~ ~~Darrin R. Ives, Vice President~~ ~~1200 Main, Kansas City, MO~~  
64105

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**RULES AND REGULATIONS  
ELECTRIC****6.05 Level Payment Plan**

- A. This Plan is available to Customers receiving service under rate schedules for Residential Service or Small General Service. Such Customers may elect to be billed, and must pay for, all electric service provided by the Company under said Schedules, in accordance with the terms and provisions of the Company's Level Payment Plan.
- B. To be eligible for billing under the terms and provisions of the Level Payment Plan, the Customer must meet the following requirements: the customer must be currently receiving service under one of said schedules; the Customer must have received service continuously at the Customer's present premises for at least twelve (12) months prior to the election or agree to Company's estimate for such service; the Customer must not have any delinquent amount not in dispute with the Company; the Customer must satisfy, and be in conformance with, the Company's General Rules and Regulations Applying to Electric Service; a Customer who has been delinquent three (3) or more times in the last twelve (12) months at the current or any previous location may be refused participation in the Level Payment Plan until the Customer has established a twelve (12) consecutive month payment period with no more than two (2) delinquent payments.
- C. Each month the Company will notify eligible Customers then served under Residential Service or Small General Service rate schedules of the Plan by issuing a bill containing two amounts: The actual amount due, and the amount due under the Plan. The Customer elects to pay under the Plan if the Customer pays the Level Payment amount. A Customer may also elect to pay under the Plan at any time by contacting the Company's Customer Care Center. All qualified new Customers will be offered the Plan on their first bill. The Customer must pay any past due amount owed for electric service, except as provided in Missouri Commission Rule 4 CSR 240-13.045, before billing under the Plan will be commenced.
- D. The total amount billed during any billing period shall be equal to the amount which would have been billed to the Customer for his/her usage during that billing period had the Customer not elected the Level Payment Plan.
- E. For those Customers with a minimum of nine (9) months of recent usage history at the premise, the Company will calculate the Customer's average monthly bill based on current rate schedules, appropriate taxes, and Customer's usage using the available history. The first Level Payment amount due under the Plan will be this average.
- F. For those Customers with less than nine (9) months of usage history at the premise, the Customer must speak to a Customer Service Representative (CSR). At that time, the CSR will manually calculate a level payment amount by viewing a nearby premise usage history that is served under the same rate schedule.

~~STATE OF MISSOURI, PUBLIC SERVICE COMMISSION~~ **KCP&L GREATER MISSOURI  
OPERATIONS COMPANY**

P.S.C. MO. No. 1 ~~1st2nd~~ Revised Sheet No. R-40  
Canceling P.S.C. MO. No. 1 ~~1st~~ Original Sheet No. R-40

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~~KCP&L Greater Missouri Operations Company~~ For Territory Served as ~~L&P and MP~~ **Missouri**  
Retail Service Area  
**KANSAS CITY, MO 64105**

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**RULES AND REGULATIONS  
ELECTRIC**

6.05 Level Payment Plan

- A. ~~This Plan is available to Customers receiving service under rate schedules for Residential Service or Small General Service. Such Customers may elect to be billed, and must pay for, all electric service provided by the Company under said Schedules, in accordance with the terms and provisions of the Company's Level Payment Plan. The purpose of the level payment plan is to levelize, insofar as possible, the amount a customer is required to pay monthly over a year's period.~~
- B. ~~To be eligible for billing under the terms and provisions of the Level Payment Plan, the Customer must meet the following requirements: the customer must be currently receiving service under one of said schedules; the Customer must have received service continuously at the Customer's present premises for at least twelve (12) months prior to the election or agree to Company's estimate for such service; the Customer must not have any delinquent amount not in dispute with the Company; the Customer must satisfy, and be in conformance with, the Company's General Rules and Regulations Applying to Electric Service; a This level payment plan is available to all eligible residential customers. A customer Customer who has been delinquent three (3) or more times in the last twelve (12) months at the current or any previous location may be refused participation in the Level Payment Plan until the customer Customer has established a twelve (12) consecutive month payment period with no more than two (2) delinquent payments. Level payment billing levels are subject to change. Failure to maintain a current account will disqualify customers from participating in the program. At Company's option, certain nonresidential customers, based on usage patterns and payment history, may be allowed to participate in Company's level payment plan.~~
- C. ~~Each month the Company will notify eligible Customers then served under Residential Service or Small General Service rate schedules of the Plan by issuing a bill containing two amounts: The actual amount due, and the amount due under the Plan. The Customer elects to pay under the Plan if the Customer pays the Level Payment amount. A Customer may also elect to pay under the Plan at any time by contacting the Company's Customer Care Center. All qualified new Customers will be offered the Plan on their first bill. The Customer must pay any past due amount owed for electric service, except as provided in Missouri Commission Rule 4 CSR 240-13.045, before billing under the Plan will be commenced. The level payment amount is based on twelve (12) months' historical information as adjusted for any significant rate tariff changes during the period, 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 it is obvious the earlier estimate was underestimated or overestimated due to customer use, weather conditions, rate tariff changes, or other factors during the subsequent level payment period.~~
- D. ~~The total amount billed during any billing period shall be equal to the amount which would have been billed to the Customer for his/her usage during that billing period had the Customer not elected the Level Payment Plan. Customers may enter the level payment plan during any month of the year. The Customer must have received service continuously at the present premise(s) for at least twelve (12) months prior to the election or agree to~~

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Company's estimate for such service. Following twelve (12) months of historical information the customer will be subject to a true-up of their level payment plan. In any event, the estimated billing will be revised to actual billing once each year and the correction reflected on the customer's bill.

E. For those Customers with a minimum of nine (9) months of recent usage history at the premise, the Company will calculate the Customer's average monthly bill based on current rate schedules, appropriate taxes, and Customer's usage using the available history. The first Level Payment amount due under the Plan will be this average.

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F. For those Customers with less than nine (9) months of usage history at the premise, the Customer must speak to a Customer Service Representative (CSR). At that time, the CSR will manually calculate a level payment amount by viewing a nearby premise usage history that is served under the same rate schedule.

The customer's bill will show the actual monthly amount, the current status of the account, and the monthly level payment amount.

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Issued: ~~June 12, 2012~~ Effective: ~~July 12, 2012~~  
Issued by: Darrin R. Ives, ~~Senior Director~~Vice President 1200 Main, Kansas City, MO 64105

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**KCP&L GREATER MISSOURI OPERATIONS COMPANY**

P.S.C. MO. No. 1 1st  
Canceling P.S.C. MO. No. 1 \_\_\_\_\_

Revised Sheet No. R-41  
Original Sheet No. R-41

For Missouri Retail Service Area

<b>RULES AND REGULATIONS ELECTRIC</b>
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6.05 Level Payment Plan (Continued)

- G. Commencing sixty (60) days after the implementation of the Customer Care and Billing (CCB) system, CCB will total, up to and including, the last twelve (12) months' bills plus any over/under amount due, and divide that by the number of months available to calculate a new level payment amount. If there is more than a 10% variance in the calculation from the current Level Payment Plan amount, the Plan payment will automatically adjust on the next month's bill.
- H. Payment shall be in accordance with the Company's General Rules and Regulations (See Rule 6.04 Billing and Payment Standards).
- I. The election shall continue from month to month, unless terminated upon the occurrence of any of the following events: 1.) The Customer closes his/her account with the Company at that premises. The Company will render a final bill to the Customer based on actual unpaid usage to date. 2.) The Customer requests termination of Plan billing. Upon termination, the Customer's unpaid usage to the latest billing date shall be due and payable. 3.) If the Customer fails to make timely payment of amounts due on any bill rendered under this Plan, Plan billing will be terminated. The Customer's unpaid usage shall be due and payable, and bills based on actual usage will be subsequently issued. The Customer may reelect to be billed under the Plan by paying all amounts due and notifying the Company's Customer Care Center. No interest shall be due from or payable to the Customer as a result of Plan termination.
- J. Except as expressly set forth above, this Plan in no way modifies, terminates or suspends any of the Company's or Customer's rights or obligations, under the General Rules and Regulations Applying to Electric Service, including but not limited to payment of bills and discontinuance of service provisions.

6.06 Disputes

- A. A customer shall advise Company that all or part of a charge is in dispute by written notice, in person, or by a telephone message directed to Company during normal business hours. A dispute must be registered with Company at least twenty-four (24) hours prior to the date of the proposed discontinuance for a customer to avoid discontinuance of service as provided by these Rules.
- B. When a customer advises Company that all or part of a charge is in dispute, Company shall record the date, time and place the contact is made; investigate the contact promptly and thoroughly; and attempt to resolve the dispute in a manner satisfactory to both parties.

Issued:  
Issued by: Darrin R. Ives, Vice President

Effective:  
1200 Main, Kansas City, MO 64105

STATE OF MISSOURI PUBLIC SERVICE COMMISSION ~~KCP&L GREATER MISSOURI~~  
~~OPERATIONS COMPANY~~

P.S.C. MO. No. 1 1st Original Revised Sheet No. R-41  
Canceling P.S.C. MO. No. 1 Original Sheet No. R-  
41

~~Aquila, Inc., dba~~  
~~AQUILA NETWORKS~~

~~For All Territory Served by Aquila Networks L&P and Aquila Networks MPS Missouri Retail Service~~  
~~Area~~

~~KANSAS CITY, MO 64138~~

RULES AND REGULATIONS  
ELECTRIC

6.05 Level Payment Plan (Continued)

G. Commencing sixty (60) days after the implementation of the Customer Care and Billing (CCB) system, CCB will total, up to and including, the last twelve (12) months' bills plus any over/under amount due, and divide that by the number of months available to calculate a new level payment amount. If there is more than a 10% variance in the calculation from the current Level Payment Plan amount, the Plan payment will automatically adjust on the next month's bill.

H. Payment shall be in accordance with the Company's General Rules and Regulations (See Rule 6.04 Billing and Payment Standards).

I. The election shall continue from month to month, unless terminated upon the occurrence of any of the following events: 1.) The Customer closes his/her account with the Company at that premises. The Company will render a final bill to the Customer based on actual unpaid usage to date. 2.) The Customer requests termination of Plan billing. Upon termination, the Customer's unpaid usage to the latest billing date shall be due and payable. 3.) If the Customer fails to make timely payment of amounts due on any bill rendered under this Plan, Plan billing will be terminated. The Customer's unpaid usage shall be due and payable, and bills based on actual usage will be subsequently issued. The Customer may reelect to be billed under the Plan by paying all amounts due and notifying the Company's Customer Care Center. No interest shall be due from or payable to the Customer as a result of Plan termination.

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

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B. When a customer advises Company that all or part of a charge is in dispute, Company shall record the date, time and place the contact is made; investigate the contact promptly and thoroughly; and attempt to resolve the dispute in a manner satisfactory to both parties.

~~C. Failure of a customer to participate with Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the customer's right to continuance of service, and Company may not less than five (5) days after provision of the notification required by Section (I) of this Rule, may proceed to~~

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~~discontinue service unless the customer files an informal complaint with the Commission within the five (5) day period.~~

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~~D. Customers presenting frivolous disputes shall have no right to continued service. Company, before proceeding to discontinue the service of a customer presenting a dispute it deems frivolous, shall advise the Consumer Services Department of the Commission of the circumstances. The Consumer Services Department shall attempt to contact the customer by telephone and ascertain the basis of the dispute. If telephone contact cannot be made, the Consumer Services Department shall send the customer a notice by first class mail stating that Company may discontinue service unless the customer contacts the Consumer Services Department within twenty four (24) hours. If it appears to the Consumer Services Department that the dispute is frivolous, or if contact with the customer cannot be made within seventy two (72) hours following Company's report, Company shall be advised that it may proceed to discontinue service. If it appears that the dispute is not frivolous, service shall not be discontinued until ten (10) days after the notice required under Section 2-05 (E) has been sent to the customer by Company. The customer shall retain the right to lodge an informal complaint with the Commission.~~

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~~E. If a customer disputes a charge, s/he shall pay to Company an amount equal to that part of the charge not in dispute. The amount not in dispute shall be mutually determined by the parties. The parties shall consider the customer's prior consumption history, weather variations, the nature of the dispute, and any other pertinent factors in determining the amount not in dispute.~~

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~~Issued: April 14, 2004~~

~~Effective: April 22, 2004~~

~~Issued by: Dennis Williams, Regulatory Services Darrin R. Ives, Vice President 1200 Main, Kansas City, MO 64105~~

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For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC
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## 6.06 Disputes (Continued)

- C. Failure of a customer to participate with Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the customer's right to continuance of service, and Company may not less than five (5) days after provision of the notification required by Section (I) of this Rule, may proceed to discontinue service unless the customer files an informal complaint with the Commission within the five (5) day period.
- D. Customers presenting frivolous disputes shall have no right to continued service. Company, before proceeding to discontinue the service of a customer presenting a dispute it deems frivolous, shall advise the Consumer Services Department of the Commission of the circumstances. The Consumer Services Department shall attempt to contact the customer by telephone and ascertain the basis of the dispute. If telephone contact cannot be made, the Consumer Services Department shall send the customer a notice by first class mail stating that Company may discontinue service unless the customer contacts the Consumer Services Department within twenty-four (24) hours. If it appears to the Consumer Services Department that the dispute is frivolous, or if contact with the customer cannot be made within seventy-two (72) hours following Company's report, Company shall be advised that it may proceed to discontinue service. If it appears that the dispute is not frivolous, service shall not be discontinued until ten (10) days after the notice required under Section 2.05 (E) has been sent to the customer by Company. The customer shall retain the right to lodge an informal complaint with the Commission.
- E. If a customer disputes a charge, s/he shall pay to Company an amount equal to that part of the charge not in dispute. The amount not in dispute shall be mutually determined by the parties. The parties shall consider the customer's prior consumption history, weather variations, the nature of the dispute, and any other pertinent factors in determining the amount not in dispute.
- F. If the parties are unable to mutually determine the amount not in dispute, the customer shall pay to Company, at Company's option, an amount not to exceed fifty percent (50%) of the charge in dispute or an amount based on usage during a like period under similar conditions which shall represent the amount not in dispute.
- G. Failure of the customer to pay to Company the amount not in dispute within four (4) business days from the date that the dispute is registered or by the delinquent date of the disputed bill, whichever is later, shall constitute a waiver of the customer's right to continuance of service, and Company may then proceed to discontinue service as provided in these Rules.
- H. If the dispute is ultimately resolved in favor of the customer in whole or in part, any excess moneys paid by the customer shall be refunded promptly.

STATE OF MISSOURI PUBLIC SERVICE COMMISSION ~~KCP&L GREATER MISSOURI~~  
~~OPERATIONS COMPANY,~~

P.S.C. MO. No. 1 1st Original Revised Sheet No. R-42  
Canceling P.S.C. MO. No. 1 Original Sheet No. R-42

~~Aquila, Inc., dba~~  
~~AQUILA NETWORKS~~

~~For All Territory Served by Aquila Networks L&P and Aquila Networks MPS Missouri Retail Service~~  
~~Area~~

~~KANSAS CITY, MO 64138~~

RULES AND REGULATIONS  
ELECTRIC

6.06 Disputes (Continued)

~~C. Failure of a customer to participate with Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the customer's right to continuance of service, and Company may not less than five (5) days after provision of the notification required by Section (I) of this Rule, may proceed to discontinue service unless the customer files an informal complaint with the Commission within the five (5) day period.~~

~~D. Customers presenting frivolous disputes shall have no right to continued service. Company, before proceeding to discontinue the service of a customer presenting a dispute it deems frivolous, shall advise the Consumer Services Department of the Commission of the circumstances. The Consumer Services Department shall attempt to contact the customer by telephone and ascertain the basis of the dispute. If telephone contact cannot be made, the Consumer Services Department shall send the customer a notice by first class mail stating that Company may discontinue service unless the customer contacts the Consumer Services Department within twenty-four (24) hours. If it appears to the Consumer Services Department that the dispute is frivolous, or if contact with the customer cannot be made within seventy-two (72) hours following Company's report, Company shall be advised that it may proceed to discontinue service. If it appears that the dispute is not frivolous, service shall not be discontinued until ten (10) days after the notice required under Section 2.05 (E) has been sent to the customer by Company. The customer shall retain the right to lodge an informal complaint with the Commission.~~

~~E. If a customer disputes a charge, s/he shall pay to Company an amount equal to that part of the charge not in dispute. The amount not in dispute shall be mutually determined by the parties. The parties shall consider the customer's prior consumption history, weather variations, the nature of the dispute, and any other pertinent factors in determining the amount not in dispute.~~

~~F. If the parties are unable to mutually determine the amount not in dispute, the customer shall pay to Company, at Company's option, an amount not to exceed fifty percent (50%) of the charge in dispute or an amount based on usage during a like period under similar conditions which shall represent the amount not in dispute.~~

~~G. Failure of the customer to pay to Company the amount not in dispute within four (4) business days from the date that the dispute is registered or by the delinquent date of the disputed bill, whichever is later, shall constitute a waiver of the customer's right to continuance of service, and Company may then proceed to discontinue service as provided in these Rules.~~

~~H. If the dispute is ultimately resolved in favor of the customer in whole or in part, any excess moneys paid by the customer shall be refunded promptly.~~

~~I. If Company does not resolve the dispute to the satisfaction of the customer, Company representative shall notify the customer that each party has a right to make an informal complaint to the Commission, and of the address and telephone number where the~~

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customer may file an informal complaint with the Commission. If a customer files an informal complaint with the Commission prior to advising Company that all or a portion of a bill is in dispute, the Commission shall notify the customer of the payment required by Sections (E) or (F) of this Rule.

- J. Company may treat a customer complaint or dispute involving the same question or issue based upon the same facts as already determined, and is not required to comply with these Rules more than once prior to discontinuance of service.

Issued: ~~April 14, 2004~~

Effective: April 22, 2004

Issued by: ~~Dennis Williams, Regulatory Services~~ Darrin R. Ives, Vice President 1200 Main, Kansas City, MO 64105

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**KCP&L GREATER MISSOURI OPERATIONS COMPANY**

P.S.C. MO. No. 1 1st  
Canceling P.S.C. MO. No. 1

Revised Sheet No. R-43  
Original Sheet No. R-43

For Missouri Retail Service Area

<b>RULES AND REGULATIONS ELECTRIC</b>
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6.06 Disputes (Continued)

- I. If Company does not resolve the dispute to the satisfaction of the customer, Company representative shall notify the customer that each party has a right to make an informal complaint to the Commission, and of the address and telephone number where the customer may file an informal complaint with the Commission. If a customer files an informal complaint with the Commission prior to advising Company that all or a portion of a bill is in dispute, the Commission shall notify the customer of the payment required by Sections (E) or (F) of this Rule.
- J. Company may treat a customer complaint or dispute involving the same question or issue based upon the same facts as already determined, and is not required to comply with these Rules more than once prior to discontinuance of service.

6.07 Settlement Agreements and Extension Agreements

- A. When Company and a customer arrive at a mutually satisfactory settlement of any dispute, or the customer does not dispute liability to Company but claims inability to pay the outstanding bill in full, Company and the customer may enter into a settlement agreement. A settlement agreement that extends beyond sixty (60) days shall be in writing and mailed or otherwise delivered to the customer.
- B. Every settlement agreement resulting from the customer's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the customer pays the amount of the outstanding bill specified in the agreement, and agrees to pay a reasonable portion of the remaining outstanding balance in installments until the bill is paid. For purposes of determining reasonableness, the parties shall consider the following: the size of the delinquent account; the customer's ability to pay; the customer's payment history; the time that the debt has been outstanding; the reasons why the debt has been outstanding; and any other relevant factors relating to the customer's service.
- C. If a customer fails to comply with the terms and conditions of a settlement agreement, Company may discontinue service after notifying the customer in writing by personal service or first class mail in accordance with Section 2.05: that the customer is in default of the settlement agreement; the nature of the default; that unless full payment of all balances due is made, Company will discontinue service; and the date upon or after which service will be discontinued.
- D. Company may enter into an extension agreement upon the request of the customer who claims an inability to pay the bill in full.

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Issued:  
Issued by: Darrin R. Ives, Vice President

Effective:  
1200 Main, Kansas City, MO 64105

~~STATE OF MISSOURI PUBLIC SERVICE COMMISSION~~ **KCP&L GREATER MISSOURI  
OPERATIONS COMPANY**

P.S.C. MO. No. 1 1st ~~Original~~ Revised Sheet No. R-43  
Canceling P.S.C. MO. No. 1 Original Sheet No. R-43

**Aquila, Inc., dba**

**AQUILA NETWORKS**

For ~~All Territory Served by Aquila Networks~~ ~~L&P and Aquila Networks~~ ~~MPS~~ Missouri Retail Service ~~Area~~

**KANSAS CITY, MO 64138**

**RULES AND REGULATIONS  
ELECTRIC**

6.06 Disputes (Continued)

I. If Company does not resolve the dispute to the satisfaction of the customer, Company representative shall notify the customer that each party has a right to make an informal complaint to the Commission, and of the address and telephone number where the customer may file an informal complaint with the Commission. If a customer files an informal complaint with the Commission prior to advising Company that all or a portion of a bill is in dispute, the Commission shall notify the customer of the payment required by Sections (E) or (F) of this Rule.

J. Company may treat a customer complaint or dispute involving the same question or issue based upon the same facts as already determined, and is not required to comply with these Rules more than once prior to discontinuance of service.

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- B. Every settlement agreement resulting from the customer's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the customer pays the amount of the outstanding bill specified in the agreement, and agrees to pay a reasonable portion of the remaining outstanding balance in installments until the bill is paid. For purposes of determining reasonableness, the parties shall consider the following: the size of the delinquent account; the customer's ability to pay; the customer's payment history; the time that the debt has been outstanding; the reasons why the debt has been outstanding; and any other relevant factors relating to the customer's service.
- C. If a customer fails to comply with the terms and conditions of a settlement agreement, Company may discontinue service after notifying the customer in writing by personal service or first class mail in accordance with Section 2.05: that the customer is in default of the settlement agreement; the nature of the default; that unless full payment of all balances due is made, Company will discontinue service; and the date upon or after which service will be discontinued.
- D. Company may enter into an extension agreement upon the request of the customer who claims an inability to pay the bill in full.

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Issued: ~~April 14, 2004~~

Effective: ~~April 22, 2004~~

Issued by: ~~Dennis Williams, Regulatory Services~~ Darrin R. Ives, Vice President 1200 Main, Kansas City, MO 64105

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