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			For Rate	e Areas No. 1 and	No. 3

# GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

#### 1. DEFINITIONS

- .01 Company
- .02 Commission
- .03 Person
- .04 Customer
- .05 Rural Customer
- .06 Electric Service
- .07 Service Territory
- .08 Premises
- .09 Building
- .10 Customer's Installation
- .11 Point of Delivery
- .12 Meter Installation
- .13 Month
- .14 Service Agreement
- .15 Adult
- .16 Billing Error
- .17 Field Error
- .18 Fraud
- .19 Individual Liability
- .20 Meter Error
- .21 Responsible Party
- .22 Tampering
- .23 Time of Application
- .24 Unauthorized Use

#### 2. SERVICE AGREEMENTS

- .01 Application for Service
- .02 Provisions
- .03 Modifications
- .04 Term
- .05 Unusual Loads
- .06 Temporary Electric Service
- .07 Credit Regulations
- .08 Customer Insolvency
- .09 Succession and Assignment
- .10 Authority
- .11 Waiver

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			_	For	Rate Areas No. 1 and	d No. 3

# GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

## 3. SUPPLYING ELECTRIC SERVICE

- .01 Supplying of Electric Service
- .02 Class of Service
- .03 Line Construction
- .04 Prior Indebtedness of Customer
- .05 Customer to Furnish Right-of-Way
- .06 Access to Customer Premises
- .07 Delivery of Electric Service to Customer
- .08 Company Responsibility
- .09 Continuity of Service and Liability of Company
- .10 Curtailment, Interruption or Suspension of Service
- .11 Restoration of Service
- .12 Application of Rate Schedule
- .13 Discontinuance of Electric Service
- .14 Reconnection of Electric Service
- .15 Refusal to Serve
- .16 Property of the Company

#### 4. TAKING ELECTRIC SERVICE

- .01 Customer's Installation
- .02 Protection Equipment
- .03 Customer Responsibility
- .04 Standards and Approvals
- .05 Dangerous or Disturbing Uses
- .06 Inspections and Recommendations
- .07 Increasing Connected Load
- .08 Facilities Location
- .09 Protection of Company's Property
- .10 Tampering with Company Facilities
- .11 Attachments to Company's Facilities
- .12 Indemnity to Company
- .13 Proration of Demand Charges
- .14 Parallel Operations

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				For Misso	ouri Retail Servi	ce Area

# GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

## 9. EXTENSION POLICY

- .01 Overhead Single-Phase Residential and Rural Residential Extensions
- .02 Other Extensions
- .03 Excess Facilities Requests

#### 10. UNDERGROUND DISTRIBUTION POLICY

- .01 Underground Service Conductors
- .02 Underground Primary and Secondary Distribution Facilities
- .03 Underground Distribution Systems in Residential Subdivisions

#### 11. RESERVED FOR FUTURE USE

## 12. AGREEMENTS

- .01 Primary Secondary Electric Service Agreement
- .02 Indemnity Bond
- .03 Private, Unmetered Protective Lighting Service Installation
- .04 Reserved for Future Use

#### 13. RESERVED FOR FUTURE USE

#### 14. MOBILE HOME SERVICE

- .01 Permanent Mobile Home Service
- .02 Transient Mobile Home Service
- .03 Resale of Electric Service
- .04 Public Service in Mobile Home Court
- .05 Distribution Facilities

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# GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

- 1.12 METER INSTALLATION: The meter or meters, together with auxiliary devices, if any, constituting the complete installation needed by the Company to measure the class of electric service supplied to a Customer at a single point of delivery.
- 1.13 MONTH: An interval of approximately thirty (30) days, unless specified or appearing from the context to be a calendar month.
- 1.14 SERVICE AGREEMENT: The application, agreement or contract, expressed or implied, pursuant to which the Company supplies electric service to the Customer.
- 1.15 ADULT: One who has reached the legal age of majority; generally 18 years.
- 1.16 BILLING ERROR: The incorrect billing of an account due to a Company or Customer error, which results in incorrect charges.
- 1.17 FIELD ERROR: Shall be considered to include lost/mishandled paperwork, installing metering incorrectly, or failure to close the meter potential or test switches; also considered a Billing Error.
- 1.18 FRAUD: The misrepresentation of material facts by a customer, or other person, by giving false or misleading information, or by concealment of that which should have been disclosed, as a deceptive means to gain or maintain utility service, avoid payment for past, present or future service, or obtain a refund and so cause the Company, or others to rely upon such misrepresentations to the Company's financial detriment. Includes, but is not limited to: (a) furnishing Company with false names, or customer information not legally assigned to such person (b) furnishing false, or altered customer identification (c) furnishing false, or altered residency history (d) furnishing false, or altered ownership, or lease papers (e) rendering false reports of unauthorized electronic fund transfers to the Company.
- 1.19 INDIVIDUAL LIABILITY: Where two, or more adults occupy the same premises, they shall be jointly and severally liable for electric consumption and the associated costs thereof.
- 1.20 METER ERROR: The incorrect registration of electric consumption resulting from a malfunctioning or defective meter.
- 1.21 RESPONSIBLE PARTY: Any adult, landlord, property management company, or owner applying for agreeing to take, and or receiving substantial use and benefit of electric service at a given premise.
- 1.22 TAMPERING: To rearrange, damage, injure, destroy, alter, or interfere with, Company facilities, service wires, electric meters and associated wiring, locking devices, or seals or otherwise prevent any Company equipment from performing a normal or customary function.

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# GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

#### 1. DEFINITIONS (continued)

1.23 TIME OF APPLICATION: Effective 30-day period following a Customer's notice to the Company of a new request for service, or those instances where Customer responsibility changes without notice to the Company, e.g., revision to landlord responsibility, change of occupant in terms of ownership or lease.

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

#### 2. SERVICE AGREEMENTS

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

2.02 PROVISIONS: Electric service will be supplied to the Customer under the provisions of the Customer's service agreement which shall also include the provisions of (a) the Company's applicable rate schedule, rules, and regulations in effect and on file with the Commission, (b) the Commission's applicable rules and general orders, and (c) any special contract with the Customer. The taking of electric service by a Customer will constitute acceptance of, and an agreement to be bound by, all such provisions. The Company may require all or any portion of the Customer's service agreement to be executed in writing on a form furnished by the Company. Service agreements for electric service to residential customers shall, with respect to the Company's billing practices for such customers, be further subject to the provisions of 4 C.S.R. 240, Chapter 13, Utility Billing Practices, as promulgated by the Commission, and said Chapter 13 is expressly incorporated herein by reference. To the extent any of the Company's General Rules and Regulations Applying to Electric Service are in conflict with the provisions of said Chapter 13, the provisions of said Chapter 13 shall be controlling.

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# GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

## 2. SERVICE AGREEMENTS (continued)

- 2.03 MODIFICATIONS: A service agreement shall be subject to modification, and shall be deemed modified, from time to time during the term thereof in accordance with all applicable changes in the Company's rate schedules, rules and regulations, and the Commission's general orders, as authorized by law.
- 2:04 TERM: Normally, all service agreements, except those under which the applicable rate schedule expressly permits a shorter term, shall be effective for a minimum initial term of one year from the date electric service commences (unless terminated by mutual agreement of the Customer and the Company) and after the initial term shall continue from month to month until terminated by the Customer; provided that any Customer supplied electric service under the Residence Service rate schedule may terminate such electric service at any time upon notice to the Company, except that any such termination shall not relieve the Customer of any minimum bills under Rule 9 hereof.
- 2:05 UNUSUAL LOADS: When the Customer's load requirements are unusually large or otherwise necessitate a substantial investment by the Company in special or additional equipment or facilities to serve the Customer's requirements, the Company may require the service agreement to be for an initial term of more than one year and, upon termination or cancellation, the payment by the Customer of such secured or unsecured charges and amounts (which may be required to be deposited before construction of such equipment or facilities) as may be necessary to protect the investment of the Company.
- 2.06 TEMPORARY ELECTRIC SERVICE: The Customer shall pay to the Company the Company's estimated cost of connecting and disconnecting its facilities to supply temporary electric service. A temporary electric service installation may include any required overhead or underground extensions of primary and secondary lines, transformers, underground or overhead service conductors and metering equipment. The Company may require payment of such amount in advance. Temporary service will be made available to carnivals, fairs and circuses and for construction purposes and other temporary or transient businesses.

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

2. SERVICE AGREEMENTS (continued)

## 2.07 CREDIT REGULATIONS: (Continued)

- (C) No deposit shall be required by the Company because of a customer's race, sex, creed, national origin, marital status, age, number of dependents, source of income, disability or geographical location.
- (D) A security deposit required pursuant to these Rules and Regulations is subject to the following terms and conditions:
  - 1) For residential customers, a security deposit shall not exceed two (2) times the highest bill of that customer during the preceding twelve (12) months. In the case of a new customer who is billed a deposit under the terms of 4 CSR 240-13.030 (1)(c) the deposit shall not exceed one-sixth (1/6) of the estimated annual bill of the customer. For non-residential customers, a security deposit shall not exceed an estimated bill covering one (1) billing period plus thirty (30) days.
  - Interest on deposits shall be paid at a per annum rate equal to the prime bank lending rate plus one percentage point as published in The Wall Street Journal for the last business day of the preceding calendar year, compounded annually.
- (E) Deposit refunds The credit of the residential customer will be established and the deposit and accrued interest, if any, will be refunded or the guarantor released, upon satisfactory payment before the delinquency date of all proper charges for service for a period of twelve (12) consecutive months, or if the customer has closed the account. The credit of the nonresidential customer will be reviewed after thirty-six (36) consecutive months of satisfactory payment before the delinquency date and the deposit refunded or the guarantor released if, in the opinion of the Company, the customer has established satisfactory credit in accordance with Section (A) of this Rule. If, after thirty-six (36) consecutive months of payments before the delinquency date, the nonresidential customer has not established satisfactory credit in accordance with Section (A), then such customer's

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# GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

## 3. SUPPLYING ELECTRIC SERVICE (continued)

- 3.06 ACCESS TO CUSTOMER PREMISES: The Customer shall give the duly authorized agents and employees of the Company, when properly identified, full and free access to the premises of the Customer at all reasonable hours for the purpose of constructing, installing, inspecting, adjusting, repairing, maintaining, replacing or removing any of the Company's facilities on the premises of the Customer, reading meters, or for any other purpose incidental to the electric service supplied by the Company.
- 3.07 DELIVERY OF ELECTRIC SERVICE TO CUSTOMER: The Company shall supply electric service to the Customer at the Customer's point of delivery. The Customer shall provide a service entrance to be located at a suitable point on or near the Customer's premises as specified by the Company. Only authorized Company employees shall be permitted to energize the Customer's installation from the Company's facilities.
- 3.08 COMPANY RESPONSIBILITY: The obligation of the Company to supply electric service to the Customer shall be completed by the supplying of such electric service at the Customer's point of delivery for the operation of all electrical equipment on the premises of the Customer. The Company shall not be obligated to supply electric service to a Customer for a portion of the electrical requirements on the premises of the Customer, except pursuant to an applicable rate schedule therefore. The responsibility of the Company for the quality of service and the operation of its facilities ends at the point of delivery. The Company shall be required only to furnish, install and maintain one connection from its distribution facilities, service conductors from such connection to the Customer's point of delivery and one meter installation to measure such electric service to the Customer.
- 3.09 CONTINUITY OF SERVICE AND LIABILITY OF COMPANY: The Company will use reasonable diligence to supply continuous electric service to the Customer but does not guarantee the supply of electric service against irregularities and interruptions. Except where due to the Company's willful misconduct or gross negligence, the Company shall not be considered in default of its service agreement and shall not be liable in negligence or otherwise for any claims for loss, expense or damage (including indirect, economic, special or consequential damage) on account of fluctuations, interruptions in, or curtailment of electric service, or for any delivery delay, breakdown, or failure of or damage to facilities, an electric disturbance originating on or transmitted through electric systems with which the Company's system is interconnected, act of God or public enemy, strike, or other labor disturbance involving the Company or the Customer, civil, military or governmental authority.

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# GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

## 3. SUPPLYING ELECTRIC SERVICE (continued)

- 3.14 RECONNECTION OF ELECTRIC SERVICE: The Company may impose a reconnection charge as a condition precedent to the restoration of electric service to a Customer whose electric service has been discontinued for any reason whatsoever, including discontinuance at the request of the Customer. If electric service is discontinued for nonpayment by the Customer of any delinquent electric service bill, the Company shall not be required to restore electric service to the Customer until all such delinquent bills have been paid, together with any such reconnection charge, and the Customer shall have complied with the credit regulations of the Company.
- 3.15 REFUSAL TO SERVE: The Company may refuse to supply electric service to any customer who fails or refuses to comply with any provisions of any applicable law, general order or rule of the Commission or rate schedule, rule or regulation of the Company in effect and on file with the Commission. However, nothing in this Rule 3.15 shall be construed as a reason for discrimination against a customer or applicant for service for exercising any right granted by 4 CSR 240-13, Utility Billing Practices.
- 3.16 PROPERTY OF THE COMPANY: All facilities furnished and installed by the Company on the premises of the Customer for the supply of electric service to the Customer shall be and remain the exclusive property of the Company. All facilities on the premises of the Customer which are or become the property of the Company shall be operated and maintained by and at the expense of the Company, may be replaced by the Company at any time, and may be removed by the Company upon termination of the Customer's service agreement or upon discontinuance by the Company of electric service to the Customer for any reason.

### 4. TAKING ELECTRIC SERVICE

4.01 CUSTOMER'S INSTALLATION: Any and all wiring, appliance or equipment required to transform, control, regulate or utilize beyond the point of delivery the electric service supplied by the Company shall be furnished, installed and maintained by, and shall be the sole responsibility of, the Customer.

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# GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

#### 8. BILLING AND PAYMENT

#### 8.01 BILLING PERIOD:

Normally, the Company will read the Customer's meter monthly and bills based on such monthly readings will be rendered at intervals of approximately one month. For all customers the billing period shall normally be not less than 26 nor more than 35 days. The Company shall have the right to read meters and render bills more frequently. If bills are rendered more frequently than monthly, the total of the minimums of such bills for any one month shall not exceed the monthly minimum required under the applicable rate schedule. For all customers if a bill is rendered for less than 26 or more than 35 days the bill may be prorated.

## 8.02 PAYMENT OF BILLS:

A bill for electric service supplied by the Company shall, upon rendition (by mailing, electronic posting or serving), become due and payable in the net amount thereof. Bills for electric service may be paid in cash or check. Additionally residential service customers may also pay by approved credit and debit card.

- (a) Any unpaid bill for service under a rate schedule classified as "Residence Service," including "Rural Residence Service," shall become delinquent on the twenty-second (22nd) day after rendition. The Company may add a sum equal to two percent (2%) on the first \$50.00 and one percent (1%) on the remainder of the net amount of such bill, and the Customer shall then pay the gross amount of such bill if delinquent.
- (b) Any unpaid bill for service under any other rate schedule shall become delinquent on the fifteenth (15th day) after rendition; provided, however, that bills for service rendered to the State of Missouri and its agencies shall not become delinquent until thirty days (30 days) after rendition. The Company may add a sum equal to five percent (5%) on the first \$50.00 and one percent (1%) on the remainder of the net amount of such bill, and the Customer shall then pay the gross amount of such bill if delinquent.
- (c) Interest at the rate of six percent (6%) per annum on the net amount of such bill may be added to any unpaid bill commencing thirty days (30 days) after it becomes delinquent.

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# GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

### 8.07 RETURN CHECK CHARGE

KANSAS CITY POWER & LIGHT COMPANY

A charge not to exceed \$30.00 may be assessed when a Customer's check is returned due to insufficient funds.

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

#### 9. EXTENSION POLICY

The Company will supply electric service at premises not adjacent to its existing distribution facilities which are adequate and suitable as to capacity, voltage, phase and other characteristics for the electric service required by the Customer, in accordance with the following extension policy. All costs of the Company referenced in the following extension policy shall include applicable material and labor costs including allocation of indirect costs. Indirect costs are comprised of supervision, engineering, transportation, material handling and administrative cost functions that support actual construction. The amount of the allocation of indirect costs is derived by application of unit costs or allocation percentages, determined from historical experience. A copy of the Company's estimate of the cost of construction including direct and indirect costs shall be furnished to the customer upon request prior to construction.

#### 9.01 OVERHEAD SINGLE-PHASE RESIDENTIAL AND RURAL RESIDENTIAL EXTENSIONS:

- (A) Company will make free extensions of its distribution lines as and when necessary to serve any and all prospective customers applying for electric service, located within one-quarter (1/4) mile of existing distribution lines in rural areas in which utility holds certificates of convenience and necessity from the Missouri Public Service Commission. Extensions may involve application of the quarter-mile (1/4 mile) provision to a Customer's property line, onto a Customer's property, or a combination providing extension to the Customer's property line and onto a Customer's property.
- The Company will build the first one-eight (1/8) mile and the last one-eighth (1/8) mile of single-phase line (B) per residential or rural residential customer under its established rates and minimum charges. In the event the line extension exceeds one-quarter (1/4) mile per residential or rural residential Customer, there shall be a monthly Customer Charge or an increase in the existing monthly Customer Charge. The amount of the Customer Charge or increase to an existing monthly Customer Charge may be paid in equal installments over sixty consecutive bills.
- Residential and rural residential service as provided under this Rule 9.01 is defined as electric service to a (C) permanent single-family residence or rural residence consisting of a single structure roofed and enclosed within exterior walls, built for permanent use, erected, framed of component structural parts and unified in its entirety both physically and in operation for single-family residential or rural residential occupancy.
- As evidence that the Customer accepts service under the terms of this extension policy, the Customer will (D) be required to sign an Electric Service Agreement guaranteeing the monthly Customer Charges for a period of five (5) years. After the initial contract period, the monthly minimum or monthly Customer Charge will not exceed the amount set forth in the appropriate Rate Schedule.

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# GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

9. EXTENSION POLICY (continued)

9.01 OVERHEAD SINGLE-PHASE RESIDENTIAL AND RURAL RESIDENTIAL EXTENSIONS: (continued)

(E) The Company may require a contribution-in-aid of construction with respect to all costs to be incurred by the Company in extending its required primary and secondary lines in excess of one-quarter mile.

#### 9.02 OTHER PERMANENT EXTENSIONS:

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

### 9.03 EXCESS FACILITIES REQUEST:

In those instances where Company chooses to provide facilities at Applicant's request in variance with the Line Extension Standards, Applicant shall be required to pay Company for the cost of such facilities including appropriate carrying charges, cost of insurance, replacement (or cost of removal), license and fees, taxes, operation and maintenance, and appropriate allocable administrative and general expenses associated with such transmission, substation and or distribution facilities. Specific Terms and Conditions shall be mutually agreed upon between Company and Customer.

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