

EVERGY MISSOURI WEST, INC. d/b/a EVERGY MISSOURI WEST

P.S.C. MO. No. 1 7th Revised Sheet No. R-2
Canceling **P.S.C. MO. No.** 1 6th Revised Sheet No. R-2
For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

Sheet No.

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2.06 Cold Weather Rule (Continued)

- E. Weather Provisions. Discontinuance of electric service to all residential users, including all residential tenants of apartment buildings, for nonpayment of bills where electricity is used as the source of space heating or to control or operate the only space heating equipment at the residence is prohibited as follows:
- (1) On any day when the National Weather Service local forecast between 6:00 a.m. to 9:00 a.m., for the following twenty-four (24) hours predicts that the temperature will drop below thirty-two degrees Fahrenheit (32°F); or
 - (2) On any day when Company personnel will not be available to reconnect electric service during the immediately succeeding day(s) (Period of Unavailability) and the National Weather Service local forecast between 6:00 a.m. and 9:00 a.m. predicts that the temperature during the Period of Unavailability will drop below thirty-two degrees Fahrenheit (32°F); or
 - (3) From November 1 through March 31, for any registered low income elderly or low income disabled customer (as defined in this Rule), provided that such customer has entered into a Cold Weather Rule payment plan, made the initial payment required by Section J of this Rule and has made and continues to make payments during the effective period of this Rule that are at a minimum the lesser of fifty percent (50%) of:
 - (a) The actual bill for usage in that billing period; or
 - (b) The average payment amount agreed to in the Cold Weather Rule payment plan. Such reductions in payment amounts may be recovered by adjusting the customer's subsequent average payment amounts for the months following March 31.
 - (4) Nothing in this Section shall prohibit Company from establishing a higher temperature threshold below which it will not discontinue electric service.

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2.06 Cold Weather Rule (Continued)

- (5) There is no other lawful reason for continued refusal to provide utility service.
- J. Payment Agreements. The payment agreement for service under this Rule shall comply with the following:
 - (1) A pledge of an amount equal to any payment required by this Section by the agency which administers LIHEAP shall be deemed to be the payment required. Company shall confirm in writing the terms of any payment agreement under this Rule, unless the extension granted the customer does not exceed two (2) weeks.
 - (2) Payment Calculations.
 - (a) Company shall first offer a twelve (12) month Average Payment Plan that is designed to cover the total of all preexisting arrears, current bills, and Company's estimate of the ensuing bills.
 - (b) If the customer states an inability to pay the Average Payment Plan amount, Company and the customer may upon mutual agreement enter into a payment agreement which allows payment of preexisting arrears over a reasonable period in excess of twelve (12) months. In determining a reasonable period of time, Company and the customer shall consider the amount of the arrears, the time over which it developed, the reasons why it developed, the customer's payment history, and the customer's ability to pay.
 - (c) Company shall permit a customer to enter into a payment agreement to cover the current bill plus arrearages in fewer than twelve (12) months if requested by the customer.
 - (d) Company may revise the required payment in accordance with its Average Payment Plan.
 - (e) If a customer defaults on a Cold Weather Rule payment agreement but has not yet had service discontinued by the Company, the Company shall permit such customer to be reinstated on the payment agreement if the customer pays in full the amounts that should have been paid pursuant to the agreement up to the date service is requested, as well as, amounts not included in a payment agreement that have become past due.

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2.06 Cold Weather Rule (Continued)

- (3) Initial Payments.
 - (a) For a customer who has not defaulted on a payment plan under the Cold Weather Rule, the initial payment shall be no more than twelve percent (12%) of the twelve (12) month average payment amount calculated in Section J (2) of this Rule unless the Company and the customer agree to a different amount.
 - (b) For a customer who has defaulted on a payment plan under the Cold Weather Rule, the initial payment shall be an amount equal to eighty percent (80%) of the customers balance, unless Company and the customer agree to a different amount.
- K. If Company refuses to provide service pursuant to this Rule and the reason for refusal of service involves unauthorized interference, diversion, or use of Company's service situated or delivered on or about the customer's premises, Company shall maintain records concerning the refusal of service which, at a minimum, shall include: the name and address of the person denied reconnection, the names of all Company personnel involved in any part of the determination that refusal of service was appropriate, the facts surrounding the reason for the refusal, and any other relevant information.
- L. The Commission shall recognize and permit recovery of reasonable operating expenses incurred by Company because of this Rule.
- M. Company may apply for a variance from this Rule by filing an application for variance with the Commission pursuant to the Commission's Rules of procedure. The Company may also file for Commission approval of a tariff or tariffs establishing procedures for limiting the availability of the payment agreements under Section J of this Rule to customers residing in households with income levels below one hundred fifty percent (150%) of the federal poverty level, and for determining whether, and under what circumstances, customers who have subsequently defaulted on a new payment plan calculated under Section J (3) (b) should be required to pay higher amounts toward delinquent installments owed under that payment plan.

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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, check, or by approved credit and debit cards. Non-residential customers paying by approved credit or debit card are subject to per transaction limits and fees by the third party processor.
- 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.
 - (1.1) Company will estimate usage as follows:
 - (a) For customers with Advanced Metering Infrastructure (AMI) meters, when a current meter read is unavailable, the Meter Data Management (MDM) system will average consumption from the last read plus the three-prior days to estimate the daily meter read. If the daily meter reads from the three prior days are not available, a second estimation attempt will be made. In the second attempt the MDM 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 a comparable date as being estimated along with the three days prior and one day after. If the second estimation attempt is not successful, then the process to estimate the daily meter read will be a manual process. In the manual process, the Company will estimate the daily meter read based on historical usage information from the same premise and if not available, the usage of customers with like premises.
 - (b) For customers with non-AMI meters, when a current meter read is unavailable, the MDM 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 Company will estimate usage based on historical usage information from the same premise and if not available, the usage of customers with like premises.

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6.05 Average 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 Average Payment Plan.
- B. To be eligible for billing under the terms and provisions of the Average 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 Average 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 average 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 Average Payment Plan.
- E. For those Customers at a premise with a minimum of nine (9) months of recent usage history, the Company will calculate the Customer's average monthly bill based on current rate schedules, appropriate taxes, and Customer's usage using the available premise history. The first average payment amount due under the Plan will be this average.
- F. For those Customers at a premise with less than nine (9) months of usage history, the Customer must speak to a Customer Service Representative (CSR). At that time, the CSR will manually calculate an average payment amount by viewing a nearby premise usage history that is served under the same rate schedule.

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6.05 Average Payment Plan (Continued)

- G. Commencing sixty (60) days after the implementation of the Customer Care and Billing (CCB) system, with each monthly bill 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 average payment amount. If there is more than a 10% variance in the calculation from the current Average 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 balance to date. 2.) The Customer requests termination of Plan billing. Upon termination, the Customer's unpaid balance 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 balance 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.