

KANSAS CITY POWER & LIGHT COMPANY

P.S.C. MO. No. 2 Second Revised Sheet No. 1.01
Canceling P.S.C. MO. No. 2 First Revised Sheet No. 1.01
For Missouri Retail Service Area

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RULES AND REGULATIONS ELECTRIC

DEFINITIONS

The following terms, when used in these General Rules and Regulations, in Rate Schedules and in Service Agreements, shall, unless otherwise indicated therein, have the meanings given below:

1.01 COMPANY: KANSAS CITY POWER & LIGHT COMPANY, any successor or assignee thereof, acting through its duly authorized officers, agents or employees within the scope of their respective duties and authorities.

1.02 COMMISSION: THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI and any successor of such Commission having jurisdiction of the subject matter hereof.

1.03 PERSON: Any individual, partnership, co-partnership, firm, company, public or private corporation, association, joint stock company, trust, estate, political subdivision, governmental agency or other legal entity recognized by law.

1.04 CUSTOMER: Any Person applying for, receiving, using, or agreeing to take a class of electric service supplied by the Company under one rate schedule at a single point of delivery at and for use within the premises either (a) occupied by such persons, or (b) as may, with the consent of the Company, be designated in the service application or by other means acceptable to the Company.

1.05 ELECTRIC SERVICE: The availability of electric power and energy supplied by the Company at a point of delivery within the Company's service territory on or near the Customer's premises, at approximately the standard voltage and frequency for a class of service made available by the Company in that area, which source is adequate to meet the Customer's requirements as stated or implied in the Customer's service agreement, irrespective of whether or not the Customer makes use of such electric service.

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DEFINITIONS (continued)

1.06 SERVICE TERRITORY: All areas included within that portion of the territory within the State in which the Company is duly certificated and authorized by the Commission to supply electric service.

1.07 PREMISES: That separate walled portion of a single building undivided by any common area, or that separate portion of a single contiguous tract of land (including all improvements thereon) undivided by any way used by the public, which portion is occupied by the Customer, or as may, with the consent of the Company, be designated in the service application or by other means acceptable to the Company. All common areas in any such building and on any such tract of land may be deemed by the Company to be occupied by the owner or lessee of such building or tract of land or his authorized agent, as another Customer. A "common area" shall include all halls, lobbies, passageways and other areas of a Building or a tract of land used or usable by persons other than the Customer.

1.08 BUILDING: A single structure which is unified in its entirety, both physically and in operation. Separate structures on the same tract of land, or separate structures on adjoining tracts of land (even through separated by a public or private way), may be considered as a building if such separate structures are physically joined by an enclosed and unobstructed passageway at or above ground level and both are occupied and used by the Customer for one single business enterprise.

1.09 CUSTOMER'S INSTALLATION: All wiring, appliances and apparatuses of every kind and nature on the Customer's Premises on the Customer's side of the point of delivery (except the Company's meter installation) used or useful by the Customer in connection with the receipt and utilization of electric service supplied by the Company. Normally, a residential Customer's wiring installation terminates on the load side of the Company's meter.

1.10 POINT OF DELIVERY: The point at which the Company's conductors and/or equipment (other than the Company's meter installation) make electrical connection with the Customer's Installation, unless otherwise specified in the Customer's service agreement. Normally, for a residential Customer, the point of delivery is at the Company's meter where the Company's service conductors terminate.

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DEFINITIONS (continued)

1.11 **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.

1.12 **MONTH:** An interval of approximately thirty (30) days, unless specified or appearing from the context to be a calendar month.

1.13 **SERVICE AGREEMENT:** The application, agreement or contract, expressed or implied, pursuant to which the Company supplies electric service to the Customer.

1.14 **ADULT:** One who has reached the legal age of majority; generally 18 years.

1.15 **BILLING ERROR:** The incorrect billing of an account due to a Company or Customer error, which results in incorrect charges.

1.16 **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.

1.17 **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.

1.18 **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.

1.19 **METER ERROR:** The incorrect registration of electric consumption resulting from a malfunctioning or defective meter.

1.29 **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.

1.21 **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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DEFINITIONS (continued)

1.22 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.

1.23 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.

SERVICE AGREEMENTS

2.01 APPLICATION FOR SERVICE: 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.

KANSAS CITY POWER & LIGHT COMPANY

P.S.C. MO. No. 2

Third

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Second

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ELECTRIC**

SERVICE AGREEMENTS (continued)

2.07 CREDIT REGULATIONS:

- (A) A cash security deposit, surety bond, irrevocable letter of credit, or other guarantees acceptable to the Company may be required on all new nonresidential customers. A new nonresidential customer is defined as a customer not currently receiving nonresidential service from the Company at another Missouri location or has less than twelve (12) months of service at all other locations.

A cash security deposit, surety bond, irrevocable letter of credit, or other guarantees acceptable to the Company may be required as a condition of continued service to any nonresidential customer at a new or existing location due to any of the following:

1. The service of the customer has been discontinued by the Company for nonpayment of a delinquent account not in dispute.
 2. The customer has failed to pay an undisputed bill before the delinquency date for two (2) billing periods during the past year or has had a payment returned for any reason other than bank error.
 3. The customer has in an unauthorized manner interfered with or diverted the service.
 4. The customer has an unsatisfactory credit rating from a financial institution or credit rating agency commonly recognized in the financial community, or has filed a petition for bankruptcy during the previous seven (7) years.
 5. Misrepresentation of identity for the purpose of obtaining utility service.
 6. The Company has become aware through a public medium that the customer is experiencing financial difficulties.
- (B) The Company may require a security deposit or other guarantee as a condition of service to any residential customer at a new or existing location as provided in 4 CSR 240-13.030.

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METERING (continued)

6.09 BILLING ADJUSTMENTS:

- A. For all billing errors, Company will determine from all related and available information the probable period during which this condition existed and shall make billing adjustments for the estimated period involved as follows:
 - (1) Residential Customers.
 - (a) In the event of an overcharge, an adjustment shall be made for the entire period that the overcharge can be shown to have existed not to exceed sixty (60) consecutive billing periods, calculated from the date of discovery, inquiry, or actual notification of Company, whichever was first.
 - (b) In the event of an undercharge, an adjustment shall be made for the entire period that the undercharge can be shown to have existed not to exceed twelve (12) consecutive billing periods, calculated from the date of discovery, inquiry, or actual notification of Company, whichever was first.
 - (2) Customers Other Than Residential.
 - (a) In the event of an overcharge, an adjustment shall be made for the entire period that the overcharge can be shown to have existed not to exceed sixty (60) consecutive billing periods, calculated from the date of discovery, inquiry, or actual notification of Company, whichever was first.
 - (b) In the event of an undercharge, an adjustment shall be made for the entire period that the undercharge can be shown to have existed not to exceed sixty (60) consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of Company, whichever was first.
- B. No billing adjustment will be made where the full amount of the adjustment is less than one dollar (\$1.00).
- C. Where, upon test, a meter error is found to be three percent (3%) or less, no billing adjustment will be made.
- D. The under- or over-collection of sales, use or franchise taxes is not considered a billing error for the purpose of this Section, and is subject to collection or refund per the statute of limitations.

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METERING (continued)

6.09 BILLING ADJUSTMENTS: (continued)

- E. When the customer has been undercharged, except as provided in Section 5.04 (D) of this Rule, and a billing adjustment is made, the customer may elect to pay the amount of the adjustment in equal installments over a period not to exceed the period for which the billing adjustment was applicable.
- F. The under- or over-collection of sales, use or franchise taxes is not considered a billing error for the purpose of this Section, and is subject to collection or refund per the statute of limitations.
- G. Rate Schedule Designation:
When a Customer who currently qualifies for the "Residence" rate schedule has been billed on a non-Residential rate, and there is no evidence that the Customer would not have qualified for service under a Residence rate schedule during the period the billing occurred, the Company shall adjust the billing for the entire period such condition existed not to exceed twelve consecutive billing periods from date of discovery or inquiry.

When a Customer is billed on a "Residence" rate schedule for which the Customer does not qualify, the Customer's account shall be transferred to a rate schedule for which the Customer is eligible and the Company shall adjust the billing for the entire period such condition existed not to exceed sixty consecutive billing periods from date of discovery or inquiry.

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METERING (continued)

6.10 Inquires

- (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.
- (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.

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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 "Residential 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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BILLING AND PAYMENT (continued)

8.07 RETURN PAYMENT CHARGE: A charge not to exceed \$30.00 may be assessed when a Customer's payment is returned due to any reason other than bank error.

8.08 COLLECTION CHARGE: When it is necessary for a representative of Company to visit the service address for the purpose of disconnecting electric service and the representative collects the delinquent payment amount a Collection Charge in the amount of \$25.00 shall be assessed to the customer.

8.09 NON-MEEIA OPT-OUT PROVISIONS: Pursuant to Missouri Rule 4 CSR 240-20.094(6)(A): Any customer meeting one (1) or more of the following criteria shall be eligible to opt-out of participation in utility-offered demand side programs:

1. The customer has one (1) or more accounts within the service territory of the electric utility that has a demand of the individual accounts of five thousand (5,000) kW or more in the previous twelve (12) months;
2. The customer operates an interstate pipeline pumping station, regardless of size; or
3. The customer has accounts within the service territory of the electric utility that have, in aggregate across its accounts, a coincident demand of two thousand five hundred (2,500) kW or more in the previous twelve (12) months, and the customer has a comprehensive demand-side or energy efficiency program and can demonstrate an achievement of savings at least equal to those expected from utility-provided programs.
 - A. For utilities with automated meter reading and/or advanced metering infrastructure capability, the measure of demand is the customer coincident highest billing demand of the individual accounts during the twelve (12) months preceding the opt-out notification.

A customer electing to opt-out under requirements 1 and 2 above must provide written notice to the electric utility no earlier than September 1 and not later than October 30 to be effective for the following calendar year. Customers electing to opt-out under requirement 3 above must provide notice to the utility and the manager of the energy resource analysis section of the commission during the stated timeframe. Customers electing to opt-out shall still be allowed to participate in interruptible or curtailable rate schedules or tariffs offered by the electric utility.

Customers who have satisfied the opt-out provisions of 4 CSR 240-20.094(6) to opt-out of the Non-MEEIA rate will receive an offset of the Non-MEEIA rate amount on the same bill, based on their actual usage. The Non-MEEIA rate is \$0.00089 per Kwh.

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RULES AND REGULATIONS ELECTRIC

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 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 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.
- (B) The Company will build the first one-eighth (1/8) mile and the last one-eighth (1/8) mile of single-phase line per residential customer under its established rates and minimum charges. In the event the line extension exceeds one-quarter (1/4) mile per 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.
- (C) Residential service as provided under this Rule 9.01 is defined as electric service to a permanent single-family 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 occupancy.
- (D) As evidence that the Customer accepts service under the terms of this extension policy, the Customer will 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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RULES AND REGULATIONS ELECTRIC

EXTENSION POLICY (continued)

9.01 OVERHEAD SINGLE-PHASE 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 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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RULES AND REGULATIONS ELECTRIC

AGREEMENTS

12.01 PRIMARY – SECONDARY ELECTRIC SERVICE AGREEMENT:

The Company may enter into agreements with customers or prospective customers as needed to complete requests for service. These requests will take various forms depending on the type of service requested. All agreements will be consistent with terms and conditions of Missouri law and the Company's Commission approved tariffs and regulations.

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Canceling P.S.C. MO. No. 2 Original Sheet No. 1.41
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**RULES AND REGULATIONS
ELECTRIC**

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KANSAS CITY POWER & LIGHT COMPANY

P.S.C. MO. No. 2 Second Revised Sheet No. 1.68
Canceling P.S.C. MO. No. 2 First Revised Sheet No. 1.68

For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

AVERAGE PAYMENT PLAN (continued)

19.04 RATE: The total amount billed during any Plan year shall be equal to the amount which would have been billed to the Customer for his usage during that year had he not elected the average payment plan. The amount billed in the final month of the enrollment year will be the Average Payment amount due plus an adjustment, which is equal to the difference between Customer's annual billing under the Plan and Customer's annual billing under the appropriate Residential Service rate schedule.

19.05 PAYMENT OF ARREARS UNDER THE PLAN: Any Customer who fails to make timely payments of the Average Payment plus one-twelfth of the arrears amount, or who causes or permits diversion of electric service, shall be considered in default, and subject to disconnection in accordance with the provisions of Rule 3.13. The Company may require payment in full of the total amount in arrears as a condition of reconnection.

19.06 AVERAGE PAYMENT AMOUNT:

(1) Initial enrollment year

The Company will calculate the Customer's total annual bill based on current rate schedules, appropriate taxes, and Customer's usage for the past 12 months. The first Average Payment amount due under the Plan will be this total annual bill divided by twelve. If a record of actual usage is not available, the Customer's usage will be estimated.

(2) Subsequent enrollment year

The Company will calculate the Customer's subsequent enrollment year total annual bill based on current rate schedules, appropriate taxes, and Customer's usage for the past 12 months. Each subsequent Average Payment amount due under the plan will be this total annual bill divided by twelve, plus any adjustment, if applicable.

(3) Adjustment

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

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

(c) The amount billed in the final month of the enrollment year will be the Average Payment amount due, plus an adjustment, which is equal to the difference between Customer's annual billing under the Plan and Customer's annual billing under the appropriate Residential Service rate schedule. However, at the Customer's option, the customer may pay only the Average Payment amount due. Any difference remaining in the annual amount paid by the Customer and the Customer's annual billing under the appropriate Residential Service rate schedule will be divided by twelve, and the result shall be an adjustment to the Average Payment amount due each month in the subsequent enrollment year. No interest shall be due from or payable to the Customer on this adjustment amount.

