

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

In the Matter of Application of Evergy Metro, Inc.)
d/b/a Evergy Missouri Metro and Evergy Missouri)
West, Inc. d/b/a Evergy Missouri West Request) File No. EE-2022-0071
For a Waiver for Various Tariffs and Regulations)
Related to Automated Metering Infrastructure)

**EVERGY MISSOURI METRO’S AND EVERGY MISSOURI WEST’S
APPLICATION FOR VARIANCES**

COMES NOW, Evergy Metro, Inc. d/b/a Evergy Missouri Metro (“Evergy Missouri Metro”) and Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“Evergy Missouri West”) (collectively, “Evergy” or the “Company”),¹ and, pursuant to and in accordance with 20 CSR 4240-2.060 and 20 CSR 4240-13.065, requests from the Missouri Public Service Commission (“Commission”) approval of variances from portions of 20 CSR 4240 Chapter 13, and provides exemplar tariffs² implementing those variances. In support of this *Application for Variances* (“Application”), the Company respectfully states:

I. General Information

1. Evergy Missouri Metro is a Missouri corporation with its principal office and place of business at 1200 Main Street, Kansas City, Missouri 64105. It is engaged in the generation, transmission, distribution and sale of electricity in western Missouri and eastern Kansas, operating primarily in the Kansas City metropolitan area. Evergy Missouri Metro is an “electrical corporation” and a “public utility” subject to the jurisdiction, supervision, and control of the Commission under Chapters 386 and 393.

2. Evergy Missouri Metro’s certificate of good standing was filed in Case No. EN-2020-0063 and is incorporated by reference pursuant to 20 CSR 4240-2.060(1)(G).

¹ Effective October 7, 2019, Evergy Metro Inc. d/b/a Evergy Missouri Metro adopted the service territory and tariffs of Kansas City Power & Light Company (“KCP&L”) and Evergy Missouri West, Inc. d/b/a Evergy Missouri West adopted the service territory and tariffs of KCP&L Greater Missouri Operations Company (“GMO”).

² See attached exemplar tariffs identified as **Exhibit A**.

3. Evergy Missouri West is a Delaware corporation with its principal office and place of business at 1200 Main Street, Kansas City, Missouri 64105. It is engaged in the generation, transmission, distribution and sale of electricity in western Missouri, including the suburban Kansas City metropolitan area, St. Joseph, and surrounding counties. Evergy Missouri West is an “electrical corporation” and a “public utility” subject to the jurisdiction, supervision and control of the Commission under Chapters 386 and 393.

4. A certificate of authority for a foreign corporation to do business in Missouri was filed with the Commission in Case No. EN-2020-0064 and is incorporated by reference pursuant to 20 CSR 4240-2.060(1)(G).

5. Evergy Missouri Metro and Evergy Missouri West are wholly owned subsidiaries of Evergy, Inc. They have no annual reports or regulatory assessment fees that are overdue.

6. Evergy Missouri Metro has no pending actions or final unsatisfied judgments or decisions against it from any state or federal agency or court which involved customer services or rates, which action, judgment or decision has occurred within three years of the date of this application.

7. Evergy Missouri West has no pending actions or final unsatisfied judgments or decisions against it from any state or federal agency or court which involved customer services or rates, which action, judgment or decision has occurred within three years of the date of this application except for: *Barbara Edwards v. Evergy Missouri West*, File No. EC-2020-0252.

8. In addition to serving counsel named below, all correspondence, pleadings, notices, orders and other communications regarding this proceeding should also be sent to:

Darrin R. Ives
Vice President, Regulatory Affairs Evergy, Inc.
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II. Chapter 13 Variances Requested

9. With Evergy's initial deployment of AMI meters complete, the Company is seeking variances to maximize benefits related to the capabilities of AMI meters to remote disconnect and reconnect services. Specifically, the Company is requesting a variance from Commission Rules 20 CSR 4240-13.050(9), 13.055(3)(C) and (D).

10. Union Electric Company d/b/a Ameren Missouri ("Ameren") requested variances to support the deployment of AMI meters for its customers³. Ameren's request included a variance from Commission Rule 20 CSR 4240-13.050(9). In that same case, Ameren subsequently filed for a waiver from the Commission Rules 20 CSR 4210-13.055(3)(C) and (D)⁴. On July 29, 2020, the Commission ultimately issued an Order which granted the above requests.⁵

³ See, *Application For Waiver, Re Union Electric Company, d/b/a Ameren Missouri's Request for a Waiver of Various Tariffs and Regulations Enable the Deployment of Automated Metering Infrastructure Beginning in 2020*, File No. EE-2019-0382 (filed October 8, 2019).

⁴ See, *Supplemental Application For Variances, Re Union Electric Company, d/b/a Ameren Missouri's Request for a Waiver of Various Tariffs and Regulations Enable the Deployment of Automated Metering Infrastructure Beginning in 2020*, File No. EE-2019-0382 (June 12, 2020).

⁵ *Order Approving Unanimous Stipulation and Agreement, Re Union Electric Company, d/b/a Ameren Missouri's Request for a Waiver of Various Tariffs and Regulations Enable the Deployment of Automated Metering Infrastructure Beginning in 2020*, File No. EE-2019-0382 (July 29, 2020).

11. Evergy Kansas Central, an affiliated company of Evergy Missouri Metro and Evergy Missouri West, which is a public utility providing electric services in eastern Kansas, was granted a variance from similar Kansas rules earlier this year.⁶

12. The requested variances are only for the Evergy Missouri customers⁷ who have an installed AMI meter with service disconnect capabilities. The Company will continue to operate under the existing tariffs and regulations as appropriate for customers with non-AMI meters or AMI meters without remote service disconnection and reconnection capabilities.

13. As provided for in 20 CSR 4240-13.065(2), Evergy has mailed, contemporaneously with the filing of this Application, a copy of this Application by first class mail to the newspaper with the largest circulation in each county within the utility's service area affected by the variance, the public counsel and each party in the utility's most recent rate cases (File No. ER-2018-0145 and ER-2018-0146), who represented residential customers. Further, as required by 20 CSR 4240-13.065(3), Evergy will reflect any and all variances authorized by the Commission pursuant to this Application in the relevant tariffs.

14. The Commission's rules and Evergy's tariffs currently prohibit the Company and its customers from fully realizing the AMI meter's capability to remote disconnect and reconnect services. These benefits include cost savings opportunities, increased customer satisfaction, and reduced safety risks to Evergy employees.

15. The approval of the waiver will allow Evergy to utilize the remote disconnect and reconnect services capabilities of the AMI meters already deployed by the Company in Missouri and reduces costs for its Missouri customers through lower operating costs and lower service fees.

⁶ On February 4, 2021 in Docket No. 15-GIMX-344-GIV, the Kansas Corporation Commission ("KCC") granted Evergy Kansas Central a permanent waiver from the KCC's Knock and Collect requirements. The KCC Order modernized billing standards, permitted Evergy to fully utilize the capabilities of the AMI meters already deployed by the Company in Kansas and reduced costs for Evergy's Kansas customers through lower operating costs and lower service fees.

⁷ 339,465 = Total number of Evergy Missouri AMI meters with service disconnect capabilities as of September 1, 2021. Missouri West (180,051) and Missouri Metro (159,414)

16. The variances necessary for remote disconnection and reconnection for Evergy Missouri Metro and Evergy Missouri West will provide the ability to restore service quicker when a customer makes the necessary payment to re-establish service and will largely eliminate the cost associated with returning to the residence to restore service. Additional benefits include:

- Reduced risk of scam artists or imposters attempting to take advantage of customers;
- Elimination of customer embarrassment which may occur when an Evergy employee attempts to collect an outstanding bill in-person prior to disconnection;
- Elimination of risk to an employee in the field of being confronted, threatened, or hurt by a hostile or agitated customer or pet;
- Increased safety by reducing personal contact during the COVID-19 pandemic.
- Reduced risk to company around payment processing. Manual processes lend themselves to opportunities for lost, misplaced, misprocessed payments. A reduced opportunity for error.
- Reduced risk of theft to the Company's field personnel since they aren't taking cash/check at the customer contact.

17. If the variances necessary for remote disconnections and reconnections are granted, Evergy proposes to eliminate Company's collection and reconnection fees for AMI customers with automated service capabilities. Evergy will assess a disconnection fee of \$5 for customers who are disconnected for non-pay remotely. In addition to the benefits listed above, a reduction in fees will also provide immediate relief for eligible customers who are struggling with financial hardship.

18. Evergy expects to incur administrative costs and costs for truck rolls, in the event automated reconnect/disconnect fail. However, if the variances are granted, current fees can be lowered as the Company anticipates that related costs will be reduced. The existing fees and processes would remain in effect for customers who have opted-out of AMI meters or have do not have AMI with service disconnect capabilities. Table A compares the Company’s current fees and proposed fees.

Table A
Collection, Reconnection and Disconnection Fees

	Current Collection Fee	Current Reconnection Fee	Proposed Non-Pay Disconnection Fee
Missouri Metro	\$20	\$25	\$5
Missouri West	\$25	\$30	\$5

19. Per the Commission’s disconnection rules (20 CSR 4240-13.050(9), Evergy must provide a door knock or door hanger at the time of the service disconnection. To meet this requirement, a truck roll must occur. In the event this rule is not also waived, then a key benefit of the remote disconnect will be nullified.

20. With an enhanced customer disconnection notification process in place, Evergy is confident that it can effectively communicate to customers and provide access to service reconnect and disconnect information without the added costs of truck rolls.

21. With the discontinuation of a door knock and door hanger, the Company proposes two additional communication attempts to ensure customers can address disconnections quickly and efficiently. Evergy will make the attempts utilizing the customers preferred method of contact (“PMOC”) or by a default method if there is no PMOC associated with the customer account. The additional attempts would occur five (5) days prior to disconnection and one (1) day prior to disconnection. Table B provides the proposed timeline and channels for the enhanced residential customer disconnection notifications:

Table B
Disconnection Notice Timing and Communications

Days Before Disconnection	Communication
at least 10 days	Written notice provided via US Mail
at least 5 days	Contact via Customers Preferred Method of Contact (PMOC) (phone call, text message, email)
at least 2 days	Phone call attempt informing the Customer of intent to disconnect
1 business day	Contact via Customers Preferred Method of Contact (PMOC) (phone call, text message, email)

22. November 1 through March 31 is the Commission’s Cold Weather Rule (“CWR”) period and disconnection during this time requires customer contact and contact attempts which necessitate a truck roll. As the Company stated above, if these rules are not also waived then the benefits of the remote disconnect are void. The Company’s proposed enhanced residential customer disconnection notification process is inclusive of the number of contact attempts currently provided by the Company during the CWR period. With the number of attempted customer contacts and with allowing the customers to select their preferred method for contact, Evergy will sufficiently reach and effectively provide customers access to service reconnect and disconnect information. Therefore, the Company proposes to adhere to timeline and channels for the enhanced residential customer disconnection notifications offered in Table B during the CWR period and non-CWR time period.

23. Evergy requests variances, as required by 20 CSR 4240-2.060(4) and associated tariff revisions that are listed in Table C. The Company requests timely decisions for the waivers and tariff revisions which will allow the Company to fully utilize the remote disconnect/reconnect capabilities of the AMI meters already deployed in Missouri. With these variances, costs will be

reduced for the Company and customers, they will lead to an increase in customer satisfaction⁸, and safety risks to Evergy employees will be reduced. The Company will file compliance tariffs that reflect the Commission’s Order in this case. The Company anticipates it will need approximately three months to implement the Order.

Table C
Variances and Revisions Regarding Disconnections and Reconnections During CWR and Non-CWR Periods

Rule Variance or Tariff Revision Requested		Rationale	Justification
Door Hangers/Contact During Non-Cold Weather Rule Periods and Cold Weather Rule Periods	VARIANCE: 20 CSR 4240-13.050(9): Immediately preceding the discontinuance of service, the employee of the utility designated to perform this function, except where the safety of the employee is endangered, shall make a reasonable effort to contact and identify him/herself to the customer or a responsible person then upon the premises and shall announce the purpose of his/her presence. When service is discontinued, the employee shall leave a notice upon the premises in a manner conspicuous to the customer that service has been discontinued and the address and telephone number of the utility where the customer may arrange to have service restored.	Discontinuing the use of door hangers will result in lower costs for disconnecting/reconnecting customers through the reduction of the fees and operations. Maintenance cost savings will eventually be passed to all Evergy customers. The variance will also promote customer satisfaction by allowing for faster remote disconnection/reconnection and offer additional safety for Evergy personnel.	Customers will no longer receive disconnection and reconnection information via a door hang. However, customers will continue to receive the required information through multiple other channels. This includes receiving notices via their preferred method of contact. The Company will perform two additional notifications via the preferred or default method, as indicated on the customer’s account, in advance of disconnection.
	VARIANCE: 20 CSR 4240- 13.055(3)(C): Notice Requirements. From November 1 through March 31, prior to discontinuance of service due to nonpayment, the utility shall – (C) Attempt to contact the customer at the time of the discontinuance of service in the manner specified by [20 CSR 4240-13.050(9) VARIANCE: 20 CSR 4240- 13.055(3)(D): Notice Requirements. From November 1 through March 31, prior to discontinuance of service due to nonpayment, the utility shall – (D) Make a personal contact on the premises with a registered elderly or handicapped customer or some member of the family above the age of fifteen (15) years, at the time of the discontinuance...		

⁸ During the Kansas Central Knock and Collect Waiver Pilot program, customers were surveyed several times to gauge their satisfaction with the program. The customers surveys indicated a positive view of the Company’s procedures during the pilot. The final survey completed in November 2020 indicated that over 90% of Kansas customers said Evergy’s current method of payments, without the knock and collect option, “meet” or “completely meet” their needs. **Kansas Knock and Collect November 2020 Survey Results.**

	<p>TARIFF REVISIONS:</p> <p><u>MISSOURI METRO:</u></p> <p>Tariff Sheet No. 1.13 General Rules and Regulations, (3) Supplying Electric Service – Discontinuance of Electric Service</p> <p><u>MISSOURI WEST:</u></p> <p>Tariff Sheet No. R-14 and R-15, General Rules and Regulations, (2) Service Agreements – Discontinuance of Service</p>		
<p>Elimination of Collection & Reconnection Fees for AMI Customers</p>	<p>TARIFF REVISIONS:</p> <p><u>MISSOURI METRO:</u></p> <p>Tariff Sheet No. 1.14, General Rules and Regulations, (3) Supplying Electric Service - Reconnection of Electric Service</p> <p>Tariff Sheet No. 1.27, General Rules and Regulations, (8) Billing and Payment – Reconnection and Disconnection Charges</p> <p><u>MISSOURI WEST:</u></p> <p>Tariff Sheet No. R-20, General Rules and Regulations, (2) Service Agreements – Charge for Reconnection, Collection, and Disconnection</p> <p>Tariff Sheet No. R-66, General Rules and Regulation, (12) Summary of Types and Amount of Charges Allowed – Reconnection Charge, Collection Charge, Disconnection Charge</p>	<p>Collection and reconnection fees only covered a portion of the truck roll costs; however, in this case, remote reconnection should represent much lower costs than the typical operations and maintenance expenses.</p> <p>Evergy recommends eliminating the collection and reconnection fees for AMI customers with service disconnect capabilities. The Company will assess a disconnection fee of \$5 for customers who are remotely disconnected for non-pay.</p>	<p>As no truck rolls are involved, it is appropriate to eliminate the collection and reconnection fees for customers.</p> <p>The reduced fees will also offer support for customers that are struggling with financial hardship.</p>

WHEREFORE, Evergy Missouri Metro and Evergy Missouri West respectfully request that the Commission grant the requested variances of 20 CSR 4240-13.050(9), 13.055(3)(C) and (D) which would allow the Company to more efficiently and effectively utilize this capability of its AMI infrastructure, as described above, as well as other relief as the Commission may find appropriate.

Respectfully Submitted,

/s/ Roger W. Steiner

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**Attorneys for Evergy Missouri Metro and
Evergy Missouri West**

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed, hand-delivered, or transmitted by facsimile or electronic mail to counsel of record as reflected on the certified service list maintained by the Commission in its Electronic Filing Information System this 25th day of January 2022.

/s/ Roger W. Steiner


Roger W. Steiner

VERIFICATION

COUNTY OF JACKSON)
) SS
STATE OF MISSOURI)

I, Darrin R. Ives, state that I am Vice President of Regulatory Affairs for Evergy Missouri Metro and Evergy Missouri West, that I have reviewed the foregoing pleading, that I am familiar with its contents, that the statements contained therein are true and correct to the best of my knowledge and belief, and that Evergy has had no communication with the Office of the Commission within the prior 150 days regarding any substantive issues likely to arise in this case.

Under penalty of perjury, I declare that the foregoing is true and correct to the best of my knowledge and belief.⁹



Darrin R. Ives, Declarant

⁹ See Letter from the Commission, dated March 24, 2020: “[A]ny person may file an affidavit in any matter before the Commission without being notarized so long as the affidavit contains the following declaration: [‘]Under penalty of perjury, I declare that the foregoing is true and correct to the best of my knowledge and belief.[’] _____ Signature of Declarant[.] This guidance applies both to pleadings filed in cases before the Commission and to required annual reports and statements of income.”

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

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P.S.C. MO. No. 2 ~~Third~~4th Original Sheet No. 1.13
 Revised

Cancelling P.S.C. MO. No. 2 ~~Second~~3rd Original Sheet No. 1.13
 Revised

For Rate Areas No. 1 and No. 3

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

3. SUPPLYING ELECTRIC SERVICE (Continued)

3.10 CURTAILMENT, INTERRUPTION OR SUSPENSION OF SERVICE (continued)

substantially more than two hours, then, to the extent that the Company's system resources and facilities are available to serve a portion but not all of the less critical categories of its system electric loads under such coordinated plans, the Company will manually rotate service among such less critical categories of loads served directly from its system so as to limit the continuous period of interruption to such loads. Upon restoration of the operational integrity of the interconnected electric systems of which the Company's system is a part, the re-energizing of the Company's system or those parts upon which service has been curtailed, interrupted or suspended will proceed as rapidly as practicable, dependent upon the availability of generation and/or the stability of the interconnected electric systems.

3.11 RESTORATION OF SERVICE: In all cases of interruption or suspension of service, the Company will make reasonable efforts to restore service without unnecessary delay. Labor disturbances affecting the Company or involving employees of the Company may be resolved by the Company at its sole discretion.

3.12 APPLICATION OF RATE SCHEDULE: Neither interruption nor suspension of electric service by the Company shall relieve the Customer from charges provided for in the Customer's service agreement.

3.13 DISCONTINUANCE OF ELECTRIC SERVICE:The Customer shall at all times observe and perform his obligations to the Company under his service agreement. The Company shall have the right to discontinue electric service to a Customer and remove its facilities or any portion thereof from the Customer's premises upon any default by the Customer of any provision thereof. The Company reserves the right, in addition to any and all other legal remedies, to refuse to reconnect electric service to any Customer disconnected hereunder until such default shall have been remedied by the Customer. Except in cases of (a) tampering in violation of Rule 4.10 hereof, (b) dangerous or disturbing uses in violation of Rule 4.05, or (c) an order or directive of the Commission or other governmental agency or court requiring the discontinuance of service, the Company shall give to the Customer written notice of its intention to discontinue such electric service. The contents of such notice shall be as determined by the Company, or as required by general order or rule of the Commission. Such notice shall be mailed to or served upon the Customer as may be provided for by general order or rule of the Commission or other applicable state law. Additional Customer Notification for Customers with AMI meters that have remote service disconnection capabilities during Non-Cold Weather and Cold Weather Rule Months:

1. At least 5 days prior to disconnection, the company will make a second notification attempt to the customer of the pending disconnection via the customer's preferred method of contact (phone call, text message, or email).
2. One business day prior to the disconnection, the company will make another notification attempt to the customer the pending disconnection via the customer's preferred method of contact (phone call, text message, email).
3. Immediately preceding the discontinuance of service, the Company shall not be required to contact the customer or leave a disconnect notice on the Customer's door.

DATE OF ISSUE: June 2, 1978 DATE EFFECTIVE: July 12, 1978
ISSUED BY: L. C. Rasmussen 1201 Walnut, Kansas City, Mo. 64106
Vice President Darrin Ives, Vice President 1200 Main, Kansas City, MO 64105

**KANSAS CITY POWER & LIGHT COMPANY/EVERGY
METRO, INC. d/b/a EVERGY MISSOURI METRO**

P.S.C. MO. No.	<u>2</u>	<u>Eighth9th</u>	<input type="checkbox"/>	Origin	Sheet	<u>1.14</u>
			<input checked="" type="checkbox"/>	Revised		
Cancelling P.S.C. MO. No.	<u>2</u>	<u>Seventh8th</u>	<input type="checkbox"/>	Origin	Sheet	<u>1.14</u>
			<input checked="" type="checkbox"/>	Revised		

Missouri Retail Service
For Area

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

3. SUPPLYING ELECTRIC SERVICE (continued)

- 3.14 RECONNECTION OF ELECTRIC SERVICE: For Customers with non-AMI meters or without service and reconnection with non-AMI meters or AMI meters without remote service disconnection and reconnection capabilities, 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.
- 3.17 LIABILITY OF COMPANY: Except where due to the Company's willful misconduct or gross negligence, the Company 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, interruption in, or curtailment of electric service; or for any delivery delay, breakdown; or failure of or damage to facilities; or any 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.
- 3.18 ELECTRIC VEHICLE CHARGING STATIONS: The sale or furnishing of electric vehicle charging services by a customer of the Company to a third party does not constitute the resale of electricity.

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.

Issued: May 9, 2017
Issued by: Darrin R. Ives, Vice President

Effective: June 8, 2017
1200 Main, Kansas City, MO. 64105

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**KANSAS CITY POWER & LIGHT COMPANY-EVERGY METRO, INC. d/b/a
EVERGY MISSOURI METRO**

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P.S.C. MO. No. 2 Fifth6th Original Sheet No. 1.27
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 Cancelling P.S.C. MO. No. 2 Fourth5th Original Sheet No. 1.27
 Revised
 For Rate Areas No. 1-Urban
Area & Rate Area No. 3-

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

8. BILLING AND PAYMENT (continued)

8.03 **DEFAULT:**
 Failure of the Customer to pay any amount due the Company under the Customer's service agreement in the full amount due before the same becomes delinquent shall constitute a default by the Customer in his service agreement. The Customer's obligation to pay the amount due the Company under the Customer's service agreement shall be separate from other obligations and claims between the Company and the Customer. Failure by the Customer to pay obligations to and claims by the Company, other than amounts due the Company under the Customer's service agreement, shall not constitute a default justifying discontinuance of electric service under Rule 3.13 and the failure of the Company to pay obligations to or claims by the Customer, or to give the Customer credit therefore shall not justify failure by the Customer to pay the amount due the Company under the Customer's service agreement nor prevent default by the Customer.

8.04 **MAILING BILLS:**
 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.

8.05 **RECONNECTION AND DISCONNECTION CHARGES:**
 If electric service is disconnected for violation of any provision of the Customer's service agreement, the following applicable reconnection or disconnection charges shall be assessed to the customer by the Company to cover its cost of disconnecting and reconnecting the Company facilities before electric service will be resumed. Also, reference General Rules and Regulations 3.14 for the terms and conditions of reconnection of electric service.

For Customer with non-AMI meter or AMI meters without remote service disconnection and reconnection capability:

Reconnection charge at meter: \$25
 Reconnection charge at pole: \$50

For Customer with AMI meters with remote service disconnection and reconnection capability:

Disconnection of service: \$5

Minimum reconnection charge after tampering: \$150
 (Excessive damage of Company property will result in additional charges.)

8.06 **PARTIAL PAYMENT:**
 If a partial payment is made on a billing including only current charges, the Company shall first credit all payments to the balance outstanding for electric charges before crediting a deposit. If a partial payment is made on a billing which includes a previous balance, the Company will credit all payments first to previous electric charges, then to previous deposit charges before applying any payment to current charges. (This section contains a variance from Rule 4 CSR 240-13.020(11) per Commission order in case No. EO-95-117.)

DATE OF ISSUE: April 6, 2004 DATE EFFECTIVE: May 6, 2004
 ISSUED BY: William H. Downey Darrin Ives, Vice 1200 Main, Kansas City, MO 64105-4204 Walnut,
President Kansas City, Mo. 64106
President

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

P.S.C. MO. No. 2 Eighth Revised Sheet No. 1.28
Canceling P.S.C. MO. No. 2 Seventh Revised Sheet No. 1.28
For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

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 \$20.00 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 \$0.00068 per kWh.

8.10 RESIDENTIAL TIME-VARIANT RATE SCHEDULES: For residential rate schedules which require cumulative usage be determined for unique time periods during a billing period and usage is determined through interval metering data, beginning and ending meter readings for that billing period may not be utilized in lieu of the interval metering data. In such cases, a customer's bill will reflect the total consumption for each relevant time period but will not indicate a beginning or ending meter reading for the cumulative billing period, pursuant to the variance from Rules 20 CSR 4240-13.020 (9) (A) granted by Commission in File No. ET-2020-0133. The Company will retain for a minimum of five years the meter information relied upon to generate bills for such customers.

Issued: July 27, 2020
Issued by: Darrin R. Ives, Vice President

Effective: August 26, 2020
1200 Main, Kansas City, MO 64105

KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1 1st Revised Sheet No. R-13
Canceling P.S.C. MO. No. 1 Original Sheet No. R-13
For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

2.05 Discontinuance of Service (Continued)

- C. Subject to the requirements of these Rules, Company may discontinue service to a residential customer between the hours of 8:00 a.m. and 4:00 p.m. on the date specified on the notice of discontinuance or within thirty (30) calendar days after that. Service shall not be discontinued on a day when Company personnel are not available to reconnect the customer's service, or on a day immediately preceding such a day. After the thirty (30) calendar day effective period of the notice, all notice procedures required by this Rule shall again be followed before Company may discontinue service.

- D. The notice of discontinuance shall contain the following information:
 - (1) The name and address of the customer and the address, if different, where service is rendered.
 - (2) A statement of the reason for the proposed discontinuance of service and the cost for reconnection.
 - (3) The date on or after which service will be discontinued unless appropriate action is taken.
 - (4) How a customer may avoid the discontinuance.
 - (5) The possibility of a settlement agreement if the claim is for a charge not in dispute and the customer is unable to pay the charge in full at one (1) time.
 - (6) A telephone number the customer may call from the service location without incurring toll charges and the address of Company prominently displayed where the customer may make an inquiry. Charges for measured local service are not toll charges for purposes of this Rule.

- E. Company shall not discontinue residential service pursuant to Section (A) unless written notice by first class mail is sent to the customer at least ten (10) days prior to the date of the proposed discontinuance. Service of notice by mail is complete upon mailing. As an alternative, Company may deliver a written notice in hand to the customer at least ninety-six (96) hours prior to discontinuance. Company shall maintain an accurate record of the date of mailing or delivery. A notice of discontinuance of service shall not be issued as to that portion of a bill which is determined to be an amount in dispute pursuant to Sections 4 CSR 240-13.045 (5) and (6) of Commission Rules and Section 6.06 (E) and (F) of these Rules that is currently the subject of a dispute pending with Company or complaint before the Commission, nor shall such a notice be issued as to any bill or portion of a bill which is the subject of a settlement agreement except after breach of a settlement agreement. If Company inadvertently issues the notice, Company shall take necessary steps to withdraw or cancel the notice.

~~STATE OF MISSOURI, PUBLIC SERVICE COMMISSION~~ ~~EVERGY MISSOURI WEST, INC. d/b/a~~
~~EVERGY MISSOURI WEST~~

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P.S.C. MO. No. 1 1st Original Sheet No. R-14
Canceling P.S.C. MO. No. 1 Original Sheet No. R-14

For Missouri Retail

~~Area~~ ~~Aquila, Inc., dba~~

~~AQUILA NETWORKS~~ ~~For All Territory Served by Aquila Networks~~ ~~L&P and Aquila Networks~~ ~~MPS~~

~~KANSAS CITY, MO 64138~~

RULES AND REGULATIONS
ELECTRIC

2.05 Discontinuance of Service (Continued)

- F. At least ten (10) days prior to discontinuance of service for nonpayment of a bill or deposit at a multi-dwelling unit residential building at which usage is measured by single meter, notices of Company's intent to discontinue shall be conspicuously posted in public areas of the building provided, however, that these notices shall not be required if Company is not aware that said structure is a single metered, multi-dwelling unit residential building. These notices shall include the date on or after which discontinuance may occur, and advise of tenant rights pursuant to Section 441.650, RSMo. Company shall not be required to provide notice in individual situations where safety of employees is a consideration.
- G. At least ten (10) days prior to discontinuance of service for nonpayment of a bill or deposit at a multi-dwelling unit residential building where each unit is individually metered at which a single customer is responsible for payment for service in all units in the building, or at a residence in which the occupant using electric service is not Company's electric customer, Company shall give the occupant(s) a written notice of its intent to discontinue service provided, however, that this notice shall not be required unless one (1) occupant has advised Company, or Company is otherwise aware that s/he is not the customer.
- H. In the case of a multi-dwelling unit residential building where each unit is individually metered, or in the case of a single family residence, the notice provided to the occupant of the unit about to be discontinued shall outline the procedure by which the occupant may apply in his/her name for service of the same character presently received through that meter.
- I. At least twenty-four (24) hours preceding discontinuance of service, Company shall make reasonable efforts to contact the customer to advise him/her of the proposed discontinuance and what steps must be taken to avoid it. Reasonable efforts shall include either a written notice following the notice pursuant to Section (D), a door hanger, at least two (2) telephone call attempts reasonably calculated to reach the customer.
- J. ~~For customers with non-AMI meters or AMI meters without remote service disconnection and reconnection capabilities, immediately~~ ~~For customers with non-AMI meters or without AMI meters without remote service disconnection and /reconnection capabilities, immediately~~ preceding the discontinuance of service, the employee of Company designated to perform this function, except where the safety of the employee is endangered, shall make a reasonable effort to contact and identify him/herself to the customer or responsible person then upon the premises and shall announce the purpose of his/her presence. When service is discontinued, the employee shall leave a notice upon the premises in a manner conspicuous to the customer that service has been discontinued and the address and telephone number of Company where the customer may arrange to have service restored.

Issued: ~~April 14, 2004~~

Effective: ~~April 22, 2004~~

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

~~STATE OF MISSOURI, PUBLIC SERVICE COMMISSION~~ **EVERGY MISSOURI WEST, INC. d/b/a
EVERGY MISSOURI WEST**

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P.S.C. MO. No. 1 Original Sheet No. R-15
Canceling P.S.C. MO. No. 1 1st Sheet No. R-15
Original

~~For Missouri Retail Area~~ **Aquila, Inc., dba
AQUILA NETWORKS** ~~For All Territory Served by Aquila Networks L&P and Aquila Networks MPS~~

~~KANSAS CITY, MO 64138~~

**RULES AND REGULATIONS
ELECTRIC**

2.05 Discontinuance of Service (Continued)

- K. Notwithstanding any other provision of these Rules, Company shall postpone the discontinuance of electric service to a residential customer for a time not in excess of twenty-one (21) days if Company is advised the discontinuance will aggravate an existing medical emergency of the customer, a member of his/her family, or other permanent resident of the premises where service is rendered. Company may require a customer to provide satisfactory evidence that a medical emergency exists.
- L. Notwithstanding any other provision of these Rules, Company may discontinue service temporarily for reasons of maintenance, health, safety, or a state of emergency.
- M. Upon the customer's request, Company shall restore service consistent with all other provisions of these Rules when the cause for discontinuance has been eliminated, applicable restoration charges have been paid, and, if required, satisfactory credit arrangements have been made. At all times a reasonable effort shall be made to restore service upon the day restoration is requested, and in any event, restoration shall be made no later than the next business day following the day requested by the customer. Company may charge the customer a reasonable fee for restoration of service, as provided in Company approved tariffs.

~~N. Customers with AMI meters that have remote service disconnection and reconnection capabilities will receive additional customer notifications during Non-Cold Weather and Cold Weather Rule Months:~~

~~At least (5) days prior to disconnection, the Company will make notification attempt to the customers of the pending disconnection via the customers' preferred method of contact (phone call, text message or email).~~

~~(1) business day prior to disconnection, the Company will make notification attempt to the customers of the pending disconnection via the customers' preferred method of contact (phone call, text message or email).~~

~~Immediately preceding the discontinuance of service, the Company shall not be required to contact the customer or leave a disconnect notice on the Customer's door. N. Customers with AMI meters that have remote service disconnection and reconnection capabilities will receive additional customer notifications during Non-Cold Weather and Cold Weather Rule Months:~~

- ~~1. At least (5) days prior to disconnection, the Company will make notification attempt to the customers of the pending disconnection via the customers' preferred method of contact (phone call, text message or email).~~
- ~~2. (1) business day prior to disconnection, the Company will make notification attempt to the customers of the pending disconnection via the customers' preferred method of contact (phone call, text message or email).~~
- ~~3. Immediately preceding the discontinuance of service, the Company shall not be required to contact the customer or leave a disconnect notice on the Customer's door.~~

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Unofficial copy via www.aquila.com

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1200 Main, Kansas City, MO 64105

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P.S.C. MO. No. 1 ~~2nd 3rd~~ Revised Sheet No. R-20
Canceling P.S.C. MO. No. 1 ~~1st 2nd~~ Revised Sheet No. R-20
For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

2.07 Charge for Reconnection, ~~or~~ Collection, and Disconnection

- A. If electric service is discontinued for violation of any of the terms or conditions of any service agreement or on account of a delinquent service bill, a charge shall be made to the customer whose service was discontinued to cover the cost of reconnecting service before electric service will be resumed. A Reconnection or Disconnection ~~This Reconnection~~ Charge shall be assessed to the customer per Section 12 of these Rules.
- B. 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 shall be assessed to the customer per Section 12 of these Rules.
- C. Charges in this Section do not cover any extension that may be necessary to provide customer service. Charges for and conditions of extending electric service are included in Section 12 of these Rules.

2.08 Temporary Service

- A. Applications for temporary service will be reviewed by Company, as received, and considered as a special contract subject to the applicable rates, rules, regulations, terms, conditions, and orders of all governmental authorities having jurisdiction. Such temporary service shall also be subject to the Rules of Company on file with the Commission.
- B. The customer shall assume the liability of Company's estimated up-and-down cost of extending temporary overhead or underground service. Company's up-and-down cost referred to is Company's estimated total cost of extending and removing facilities installed for the sole benefit of the customer, less estimated salvage value of any material removed. Company shall furnish the customer with information that sets forth the estimated up-and-down costs, less salvage value of certain facilities included in such up-and-down cost estimates. Prior to starting construction of temporary facilities, the customer shall pay Company an amount equal to the estimated up-and-down costs of the facilities, less the estimated salvage value of the material taken down

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**KCP&L GREATER MISSOURI OPERATIONS COMPANY/EVERGY MISSOURI WEST, INC. d/b/a
EVERGY MISSOURI WEST**

P.S.C. MO. No. 1 3rd4th Revised Sheet No. R-66
 Canceling P.S.C. MO. No. 1 2nd3rd Revised Sheet No. R-66
 For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

12. SUMMARY OF TYPES AND AMOUNT OF CHARGES ALLOWED

<u>Section</u>	<u>Type of Charge</u>	<u>Amount of Charge</u>
2.04(G)	Security Deposits Standard New customer	Two (2) times highest billing One-sixth (1/6) of estimated annual billing
2.07(A)	Reconnect Charge (only applicable for customers with non-AMI meters or without AMI meters without service disconnection and reconnection capabilities) (only applicable for customers with non-AMI meters or- AMI meters without service disconnection and reconnection capabilities)	
	At the meter	\$30.00
	At the pole	\$50.00
2.07(B)	Collection Charge (only applicable for customers without non-AMI meters or AMI meters without service disconnection and reconnection capabilities) (only applicable for customers with non-AMI meters or AMI meters without service disconnection and reconnection capabilities)	
	-	\$25.00
2.07 (C)	Disconnection Charge (only applicable for customers with AMI meters with service disconnect capabilities)	\$5.00
	<u>2.07 (C) Disconnection Charge (only applicable for customers with AMI meters with service disconnect capabilities)</u>	<u>\$5.00</u>
2.08(B)	Temporary Service, Up and down costs	Estimated costs less estimated salvage
2.09	Returned Payment Charge	\$30.00
4.02(B)	Tampering	All associated costs to reconnect service with a minimum charge of \$150.00
4.03(B)	Safety code violation	Company corrects violation and bills customer for all associated costs
4.08	Relocation of Company facilities	Contribution for any part of the estimated cost that cannot be supported by any additional revenue resulting from the relocation
4.09	Moving structure(s)	All associated costs
5.01(D)	Demand meter contact signals	Contribution-investment cost of providing such signals, plus related monthly operating costs
5.04	Billing adjustment	Varies by type and period to be adjusted depending upon revenue class
5.05	Non-Standard Meter Charge	\$45.00 monthly
	Non-Standard Meter Initial Setup Charge	\$150.00

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