

## THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC. &amp; EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE Section 5

(Name of Issuing Utility)

Replacing Schedule Section 5 Sheet 1EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed January 18, 2021No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 1 of 13 Sheets

**GENERAL TERMS AND CONDITIONS****5. DISCONTINUATION OF ELECTRIC SERVICE****5.01 Conditions for Discontinuing Electric Service:**

A. Company may discontinue or refuse Electric Service for any of the following reasons:

- (1) upon customer's request;
- (2) when customer abandons Electric Service;
- (3) when customer's Electric Service bill becomes delinquent, as provided in Section 4.01, Payment of Bills, and after proper notice to customer, as provided in Section 5.03, Disconnect Procedure;
- (4) when a dangerous condition exists on customer's premise;
- (5) when customer causes or permits unauthorized use, interference, tampering or diversion of Electric Service (meter bypass) on or about customer's premises;
- (6) when customer misrepresents their identity or provides false information for the purpose of obtaining or retaining Electric Service;
- (7) when customer, in Company's sole discretion, uses or misapplies Electric Service which results in an unsatisfactory condition affecting the quality, safety or continuity of Electric Service to other customers or it is necessary to maintain the integrity of the Company's system;

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By   
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Kansas Corporation Commission  
March 28, 2021  
/s/ Lynn Retz

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**GENERAL TERMS AND CONDITIONS**

- (8) when customer fails to provide credit information, a Security Deposit or guarantee as may be required by Section 3.01, Credit Requirements, or Section 3.02, Security Deposit, or has a previous undisputed and unpaid separate account for Electric Service with Company;
  - (9) when customer refuses to grant Company's personnel access, during normal working hours, to Company facilities installed upon customer's premises for the purpose of inspection, meter reading, maintenance or replacement;
  - (10) when customer tenders an insufficient funds check or electronic payment under a cold weather rule payment plan and does not cure the insufficient payment during the 10-day notice period after a disconnection notice is sent (See also Section 4.07.04); or
  - (11) when customer resells Electric Service without the written consent of Company;
- B. The Cold Weather Rule modifies certain conditions that permit Company from discontinuing Electric Service to customer. These modifications are detailed in Section 4.07, Cold Weather Rule.

5.02 Conditions Insufficient to Cause Disconnection of Electric Service: Company shall not disconnect or refuse Electric Service for any of the following reasons:

- A. Customer's failure to pay for special charges other than those specifically identified in Company's approved tariffs and terms and conditions;

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**GENERAL TERMS AND CONDITIONS**

- B. Customer's failure to pay for Electric Service received at a concurrent and separate metering point, residence or location. In the event of discontinuance or termination of Electric Service at a separate metering point, residence or location in accordance with these rules, Company may transfer any unpaid balance to any other Electric Service account with a customer's written consent. However, if customer fails to pay a final bill at any metering point, residence or location, Company may transfer such unpaid balance to any successive Electric Service account opened by customer for the same class of Electric Service. Also, Company may discontinue Electric Service at such successive metering point, residence or location for nonpayment of such transferred amount;
- C. Customer's failure to pay for a different class of Electric Service received at the same location. It shall not be considered as a separate class of Electric Service if more than one meter is placed at the same location for the purpose of billing the usage of specific devices under optional rate schedules or provisions;
- D. Customer's failure to pay a bill which is in dispute; provided, however, that customer pays that portion of the bill not in dispute; or
- E. Customer's failure to pay an undisputed and unpaid account which has accrued and is more than 5 years old for Electric Service provided under a written agreement or more than 3 years old for Electric Service provided under an oral agreement;

**5.03 Disconnect Procedure:**

- A. Company may disconnect a customer:

(1) on ten days written notice for the reasons set forth in Section 5.01; or

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**GENERAL TERMS AND CONDITIONS**

(2) immediately, if disconnection is made for any of the following reasons:

- (a) upon customer's request,
- (b) when customer abandons Electric Service,
- (c) when a dangerous condition exists on customer's premise,
- (d) when customer, in Company's sole discretion, uses or misapplies the Electric Service resulting in an unsatisfactory condition affecting the quality, safety or continuity of Electric Service to other customers;
- (e) it is necessary to maintain the integrity of Company's system; or
- (f) when customer causes or permits unauthorized use, interference, tampering or diversion of Electric Service (meter bypass) on or about customer's premise.

- B. When disconnection occurs due to conditions listed in subsections 5.01(4) and (7) are discovered by Company, Company may disconnect Electric Service immediately. Electric Service will be restored as soon as possible after the physical problem(s) has been corrected.
- C. If Company has knowledge that persons other than customer or members of customer's family are residing at the premises where unauthorized interference, tampering, diversion or Electric Service (meter bypass) is taking place, (See Section 5.01(5) then Company shall give such persons a two (2) day written or twenty-four (24) hour oral notice prior to disconnection of Electric Service. The telephone number of the Commission's Protection Office will be provided.
- D. If Company can prove that a customer has received Electric Service by using a false identity (See Section 5.01(6), Company may disconnect customer:

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**GENERAL TERMS AND CONDITIONS**

- (i) 48 hours after a personal or phone contact is made with customer of record with the telephone number of the Commission's Consumer Protection Office; or
- (ii) ten (10) days after a disconnect notice is sent, whichever is quicker.

**E. Notice of discontinuance of service for customers with non-AMI meters and AMI meters.****Customers with non-AMI meters**

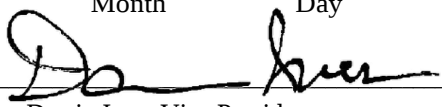
- (1) Ten (10) days prior to disconnection, the Company shall send customer a disconnection notice which shall be effective upon mailing and shall be effective for one month after the initial date upon and after which Electric Service can be disconnected. Company shall maintain an accurate record of the date of mailing and the effective dates of the notice.
- (2) Company shall notify, or attempt to notify, customers by phone at least two days prior to disconnection.

**Customers with AMI meters - During Non-Cold Weather Rule Months (April 1 – October 31)**

- (1) Ten (10) days prior to disconnection, the Company shall send customer a disconnection notice which shall be effective upon mailing and shall be effective for one month after the initial date upon and after which Electric Service can be disconnected. Company shall maintain an accurate record of the date of mailing and the effective dates of the notice.
- (2) Five to Seven (5-7) days prior to disconnection, the Company shall attempt to contact the Customer via the Customer's preferred choice (phone call, text message, email), informing the Customer of the Company's intent to disconnect.

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**GENERAL TERMS AND CONDITIONS**

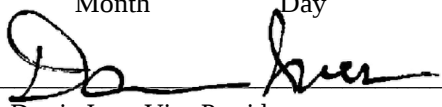
- (3) Two (2) days prior to disconnection, the Company shall attempt to contact the Customer via a Phone Call, informing the Customer of the Company's intent to disconnect.
- (4) One (1) day prior to disconnection, the Company shall attempt to contact the Customer via the Customer's preferred choice, informing the Customer of the Company's intent to disconnect.
- (5) The Company shall not be required to make an on premises collection attempt or leave a disconnect message on the Customer's door.

Customers with AMI meters - During Cold Weather Rule Months (November 1 – March 31)

- (1) Ten (10) days prior to disconnection, the Company shall send customer a disconnection notice which shall be effective upon mailing and shall be effective for one month after the initial date upon and after which Electric Service can be disconnected. Company shall maintain an accurate record of the date of mailing and the effective dates of the notice.
- (2) Five to Seven (5-7) days prior to disconnection, the Company shall attempt to contact the Customer via the Customer's preferred choice (phone call, text message, email), informing the Customer of the Company's intent to disconnect.
- (3) Two (2) days prior to disconnection, the Company shall attempt to contact the Customer via a Phone Call, informing the Customer of the Company's intent to disconnect.

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**GENERAL TERMS AND CONDITIONS**

(4) One (1) day prior to disconnection, the Company shall attempt to contact the Customer via a Phone Call, informing the Customer of the Company's intent to disconnect. If the attempted Phone contact is not successful, the Company shall place a disconnect message at the Customer's premises on the day prior to disconnection. If the attempted Phone contact is successful, the Company shall not be required to place a disconnect message at the Customer's premises on the day prior to disconnection.

(5) The Company may then disconnect service on the day of disconnection (unless otherwise prohibited by the Cold Weather Rule).

F. The disconnection notice shall be sent separately from other utility bills, information or advertising to the account name and address and, in the case of residential occupancy, to the address where Electric Service is provided. If a proposed disconnection involves more than one residential dwelling unit, then the disconnection notice shall be posted in the residential common area at least five days prior to the disconnection date.

G. The disconnection notice shall contain the following information:

- (1) the name and address of customer and in the case of a residential dwelling the address, if different, where Electric Service is provided;
- (2) a clear and concise statement of the reason for the proposed disconnection of Electric Service and the cost and conditions for reconnection;
- (3) the date on or after which Electric Service will be discontinued unless customer takes appropriate action;
- (4) terms under which customer may avoid disconnection;

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**GENERAL TERMS AND CONDITIONS**

- (5) a statement that disconnection may be postponed or avoided if customer can demonstrate that special circumstances prevent complete payment and satisfactory credit arrangements are made with Company for that amount not in dispute;
- (6) a statement reasonably calculated to apprise customer of the availability of an administrative procedure which may be utilized in the event of a bonafide dispute or other circumstances. The address, telephone number and name of Company's office or personnel empowered to review disputed bills, rectify errors, and prevent disconnection, shall be clearly set forth. The notice shall state that customer may meet with a designated employee of Company and may present customer's reasons for disputing a bill or Company's reasons for disconnection, requesting credit arrangements or requesting a postponement of disconnection. The telephone number of the Commission's Consumer Protection Office will be provided; and
- (7) a statement of Customer's Responsibilities if the disconnection is scheduled to occur at any time during the period from November 1 through March 31.

H. Company may disconnect a customer only if its authorized payment locations are open to a customer on the following schedule:

- (1) one hour after disconnection, and
- (2) the full work day following disconnection, Company personnel and/or authorized agents identified in the notice given pursuant to this section are open and available to customer for the purpose of making pay arrangements, preventing disconnection or providing for reconnection, unless disconnection is pursuant to subsections 5.01 (1), (4), (5), (7).

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**GENERAL TERMS AND CONDITIONS**

- I. For Customers with non-AMI meters, the Company may disconnect a customer only if Company's employee that is sent to disconnect customer's Electric Service shall, immediately prior to disconnection, make a reasonable effort to:
- (1) contact customer or responsible person then upon the premises and shall announce the purpose of Company's presence;
  - (2) identify and record the name of the person contacted;
  - (3) accept payment of all amounts tendered to Company, which are necessary to avert disconnection;
  - (4) record statements disputing the accuracy of the delinquent bill;
  - (5) record statements disputing the accuracy of Company's findings concerning the cause for discontinuance;
  - (6) record statements concerning the medical condition of any permanent resident of the premises;
  - (7) during the period from November 1 through March 31:
    - (a) inform customer of the Cold Weather Rule;
    - (b) inform customer that they can avoid disconnection by complying with subsection 4.07.02, Customer's Responsibilities, during the Cold Weather Rule period;
    - (c) inform customer of the availability of a list of organizations where funds are available; and

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**GENERAL TERMS AND CONDITIONS**

(d) provide a list of all other pay arrangements for which customer might qualify.

- J. For Customers with non-AMI meters, when customer cannot be contacted at the time of disconnection, Company shall leave a conspicuous notice to the customer giving the address and telephone number of Company where customer can arrange to have Electric Service restored.

**5.04 Postponement of Discontinuance in Special Circumstances:**

- A. If a Residential customer establishes with Company that disconnection would be especially dangerous to the health of customer, resident member of customer's family or other permanent resident at customer's Electric Service address, and customer is unable to pay for Electric Service in accordance with the requirements of Company's billing or can pay for Electric Service only in installments, then disconnection of Electric Service shall be postponed for at least twenty-one days. Such postponement is to allow customer to arrange a reasonable installment payment schedule with Company.
- B. Consideration shall be given to the weather, and customer's or other resident's medical condition, age or disability, in determining whether disconnection would be especially dangerous to health. Customer may establish that disconnection of Electric Service would be especially dangerous to the health of customer, resident members of customer's family, or other permanent resident of the premises where Electric Service is rendered by obtaining a statement signed by a physician or public health official verifying that fact and forwarding or presenting it to Company's office prior to the date of disconnection.

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SCHEDULE Section 5

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**GENERAL TERMS AND CONDITIONS**

5.05 Restoration of Electric Service: Company shall restore Electric Service upon customer's request, when the cause of disconnection has been eliminated, a reconnection charge has been paid, and, if necessary, satisfactory credit arrangements have been made. Company shall at all times, make every commercially reasonable effort to promptly restore disconnected Electric Service on the day requested by customer. In any event, Company shall restore Electric Service to customer no later than the next business day following the day requested by customer.

5.06 Review of Disputes:

A. Prior to disconnection of Electric Service, if customer advises Company that all or part of a billing is in dispute or that Company's reasons for disconnection are factually invalid, Company shall:

- (1) immediately record the date, time and place the complaint is made;
- (2) postpone disconnection until a full investigation is completed and the dispute is found to be invalid;
- (3) investigate the dispute promptly and completely; and
- (4) attempt to resolve the dispute informally in a manner mutually satisfactory to both parties.

B. A customer may advise Company that a bill is in dispute in any reasonable manner such as by written notice, in person or by telephone call directed to the appropriate personnel of Company.

C. In an attempt to resolve the dispute in a mutually satisfactory manner, Company may employ telephone communication, personal meetings, formal or informal hearings, on-site visits or any other techniques reasonably conducive to settlement of the dispute.

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SCHEDULE Section 5

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Replacing Schedule Section 5 Sheet 12

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- D. If the dispute is not resolved to customer's satisfaction, and after full investigation Company intends to proceed with disconnection, then Company shall advise customer of both formal and informal procedures available before the Commission. Company shall then give proper notice to customer and proceed with disconnection procedures.

- 5.07 Collection or Disconnection Charge: For Customers with non-AMI meters, when it is necessary for Company to make a service call for the purpose of collection or disconnection of Electric Service because of non-payment, a service charge as specified in Section 12.05, Collection or Disconnection Charge, will be collected from customer by Company. If service cannot be disconnected at meter due to customer interference, cut at pole service charge as specified in Section 12.16; Disconnection at Pole or Pedestal, will be collected from customer by Company.

For Customers with AMI meters, when it is necessary for Company to disconnect Electric Service because of non-payment, a service charge as specified in Section 12.12, Collection or Disconnection Charge, will be collected from customer by Company.

- 5.08 Reconnection Charge: For Customers with non-AMI meters, when a customer has been disconnected for conditions in Section 5.01, Conditions for Discontinuing Electric Service, Company may require a service charge as specified in Section 12.06, Reconnection at non-AMI Meter Charge, or Section 12.17, Reconnection of Service at Pole or Pedestal for reconnecting Electric Service.

For Customers with AMI meters, when a customer has been disconnected for conditions in Section 5.01, Conditions for Discontinuing Electric Service, Company may require a service charge as specified in Section 12.19, Reconnection at AMI Meter Charge for reconnecting Electric Service.

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**GENERAL TERMS AND CONDITIONS**

In addition, Company may require a Security Deposit as specified in Section 3, Credit and Security Deposit Regulations, before Electric Service is restored. If customer orders a disconnection and a reconnection at the same premises within a period of 12 months, Company will collect, as a reconnection charge, the sum of the customer charges as would have been incurred but in no event less than the applicable reconnection charge provided for in Section 12.06, Reconnection at non-AMI Meter Charge or 12.19 Reconnection at AMI Meter Charge.

In addition, if electric service has been disconnected because of unauthorized use, interference, tampering or diversion of electric service (meter bypass), customer shall pay Company an amount estimated by Company to be reasonable payment for electric service used and not paid for, plus the reconnection charge as provided in Section 12.18, Reconnection Charge due to Meter Tampering and/or Diversion.

**5.09 Lock Ring Device:**

- A. Company may install a Lock Ring Device on meter installations of customers provided there is evidence of a customer reconnecting service after a disconnection (self turn on) or evidence of tampering with the meter in a effort to alter the meter reading, theft of electric service or diversion of electric service. The Company will assess a Lock Ring Charge as provided for in Section 12.14 Lock Ring Charge.

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SCHEDULE Section 12

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Replacing Schedule Section 12 Sheet 1

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**GENERAL TERMS AND CONDITIONS****12. SCHEDULE OF MISCELLANEOUS CHARGES AND AMOUNTS**

|       |                                                                                                                                      |         |
|-------|--------------------------------------------------------------------------------------------------------------------------------------|---------|
| 12.01 | Connection Charge (Re: 2.01.02, 8.02.06)                                                                                             | \$ 5.00 |
| 12.02 | Meter Reading Charge (Re: 4.04.03 & 4.04.05)                                                                                         | \$10.00 |
| 12.03 | Credit Due Amount (Re: 4.05.03 & 4.05.09)                                                                                            | \$10.00 |
| 12.04 | Bill Error Amount (Re: 4.05.09, 2.06.02)                                                                                             | \$ 2.00 |
| 12.05 | Collection or Disconnection at non-AMI Meter Charge (Re: 5.07)                                                                       | \$15.00 |
| 12.06 | Reconnection at non-AMI Meter Charge (Re: 5.08)                                                                                      | \$20.00 |
| 12.07 | Insufficient Funds Charge (Re: 4.03)                                                                                                 | \$30.00 |
| 12.08 | Insufficient Funds Service Charge (Re: 4.03)                                                                                         | \$30.00 |
| 12.09 | Adjustment of Bills for Meter Error (Re: 9.05 B (2))                                                                                 | \$ 2.00 |
| 12.10 | Adjusted Bill Amount (Re: 4.05.03)                                                                                                   | \$ 2.00 |
| 12.11 | Meter Test Charge (Re: 9.05 B(7))                                                                                                    | \$30.00 |
| 12.12 | Disconnection at AMI Meter Charge (Re: 5.07)                                                                                         | \$ 5.00 |
| 12.13 | Customer Requested Information Charge (Re: 4.14)                                                                                     | \$20.00 |
| 12.14 | Lock Ring Charge (Re: 5.09)                                                                                                          | \$48.00 |
| 12.15 | Credit, Debit Card Fee per transaction amount for C&I customers (Re: 4.03 D)<br>(Transaction amounts are limited to \$5,000 or less) | 2.70%   |
| 12.16 | Disconnection of Service at Pole or Pedestal (Re: 5.07)                                                                              | \$20.00 |
| 12.17 | Reconnection of Service at Pole or Pedestal (Re: 5.08)                                                                               | \$30.00 |
| 12.18 | Reconnection of Service Due to Meter Tampering and/or Diversion (Re: 5.08)                                                           | \$55.00 |
| 12.19 | Reconnection at AMI Meter Charge (Re: 5.08)                                                                                          | \$0.00  |

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By 

Darrin Ives, Vice President

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Approved DH  
Kansas Corporation Commission  
March 28, 2021  
/s/ Lynn Retz