



October 23, 2012

Secretary of the Commission  
Missouri Public Service Commission  
Attn: Data Center  
P.O. Box 360  
Jefferson City, MO 65102

RE: Water Utility Small Company Rate Increase Request  
MO PSC Case No. WR-2012-0300

Dear Secretary:

Enclosed for filing with the Missouri Public Service Commission are revised tariff sheets that include rate and language changes reflected in a Unanimous Agreement Regarding Disposition of Small Water Company Revenue Increase Request (Disposition Agreement) between The Empire District Electric Company (Company), the Commission Staff (Staff) and The Office of the Public Counsel (OPC) regarding the above-referenced small company rate increase request. The Company submitted the referenced rate increase request on May 21, 2012 under the provisions of the Commission's small company revenue increase procedure.

Since the above-referenced Disposition Agreement is between the Company, the Staff, and the OPC, the enclosed tariff sheets bear an effective date that is at least 30 days from the issue date, as is provided for by the small company revenue increase procedure.

Consistent with the above-referenced Disposition Agreement, the revised tariff sheets contain customer rates that are intended to produce an increase of \$450,000 in the Company's annual water operating revenues, and also contain all other provisions necessary to implement the terms of the Disposition Agreement. A listing of the subject revised tariff sheets is attached.

Please contact me at your convenience if you need anything further regarding this matter.

Sincerely,

Kelly S. Walters  
Vice President and Chief Operating Officer – Electric

cc: Jim Russo, Commission Staff  
Christina Baker, Office of the Public Counsel

The Empire District Electric Company  
MO PSC Case No. WR-2012-0300

<u>Section</u>	<u>Sheet No.</u>	<u>Schedules</u>	<u>Designated</u>	<u>Canceling</u>
A	1	Table of Contents	1 <sup>st</sup> Revised	Original
1	1	Water Service-Schedule WA	8 <sup>th</sup> Revised	7 <sup>th</sup> Revised
1	2	Water Service-Schedule WA	2 <sup>nd</sup> Revised	1 <sup>st</sup> Revised
2	1	Rules and Regulations	2 <sup>nd</sup> Revised	1 <sup>st</sup> Revised
2	4	Rules and Regulations	2 <sup>nd</sup> Revised	1 <sup>st</sup> Revised
2	6	Rules and Regulations	1 <sup>st</sup> Revised	Original
2	10	Rules and Regulations	1 <sup>st</sup> Revised	Original
2	13	Rules and Regulations	3 <sup>rd</sup> Revised	2 <sup>nd</sup> Revised
2	15	Rules and Regulations	2 <sup>nd</sup> Revised	1 <sup>st</sup> Revised
2	16	Rules and Regulations	3 <sup>rd</sup> Revised	2 <sup>nd</sup> Revised
2	19	Rules and Regulations	1 <sup>st</sup> Revised	Original
2	21	Rules and Regulations	1 <sup>st</sup> Revised	Original
2	22	Rules and Regulations	2 <sup>nd</sup> Revised	1 <sup>st</sup> Revised
2	23	Rules and Regulations	2 <sup>nd</sup> Revised	1 <sup>st</sup> Revised
2	24	Rules and Regulations	2 <sup>nd</sup> Revised	1 <sup>st</sup> Revised

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**P.S.C. Mo. No. 4

THE EMPIRE DISTRICT ELECTRIC COMPANY

Sec. A 1st Revised Sheet No. 1  
Cancelling P.S.C. Mo. No. 4For AURORA, MARIONVILLE, VERONANo supplement to this tariff will be issued except  
for the purpose of cancelling this tariff.Sec. A Original Sheet No. 1  
Which was issued 11-07-02

## TABLE OF CONTENTS

Section 1	Sheet Number
Water Service, Schedule WA.....	1
Other Service Charges, Schedule OSC.....	3
Section 2	
Rules and Regulations.....	1

## STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. Mo. No. 4

THE EMPIRE DISTRICT ELECTRIC COMPANY

Sec. 1 8th Revised Sheet No. 1  
Canceling P.S.C. Mo. No. 4For AURORA, MARIONVILLE, VERONA

No supplement to this tariff will be issued except

For the purpose of canceling this tariff.

Sec. 1 7th Revised Sheet No. 1  
Which was issued 11-21-05WATER SERVICE  
SCHEDULE WA

## AVAILABILITY:

This schedule is available for water service on an annual basis to any customer located along the water lines of the Company.

## MONTHLY RATE:

## Customer Charge:

Meter 5/8" or less + .....	\$ 12.93
Meter 1" + .....	28.32
Meter 2" + .....	84.76
Meter 4" + .....	259.14
Meter 6" + .....	515.46

## Consumption Charge:

First 100,000 gallons, per thousand gallons + .....	\$ 4.30
Over 100,000 gallons, per thousand gallons + .....	1.52

## TANK WATER:

Per 1,000 gallons or less + .....	\$ 18.35
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## PRIVATE FIRE PROTECTION SERVICE CHARGE:

If the Company for the service of the Customer's private fire protection system is required to install special or additional facilities not normally provided by the Company for the Customer's regular water service, the Customer will pay a monthly charge of 1 1/2% of such excess investment by the Company.

## PUBLIC FIRE HYDRANT SERVICE CHARGE:

A monthly charge for fire hydrant service to each community served shall be determined annually in accordance with the formula below and shall be added to each regular water service bill rendered to customers served on this schedule who reside within the community.

$$\text{Monthly Charge} = \frac{N \times R}{A \times 12}$$

Where: N = Number of Public Fire Hydrants in service within the community at the Date of Determination  
R = Annual Rental Charge of \$159.83 per fire hydrant  
A = Number of Customers within the community receiving service under Schedule WA at the Date of Determination.

The monthly fire hydrant service charge will be adjusted annually on March 1, based on December 31 data of the previous year or, at its option, the Company may adjust the monthly service charge at any time to reflect changes in the number of customers or fire hydrants in the community where the variance in the Monthly Charge of \$0.01 or more results from a new computation.

## PAYMENT:

Bills for customers will be due on or before twenty-one (21) days after the date thereof.

THE EMPIRE DISTRICT ELECTRIC COMPANY

Sec. 1 2nd Revised Sheet No. 2  
Cancelling P.S.C. Mo. No. 4For AURORA, MARIONVILLE, VERONANo supplement to this tariff will be issued except  
for the purpose of cancelling this tariff.Sec. 1 1st Revised Sheet No. 2  
Which was issued 11-07-02WATER SERVICE  
SCHEDULE WA

## GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES, OR PRIMACY FEES:

There shall be added to the Customer's bill, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by ordinance, franchise or otherwise, in which the fee or tax is based upon a percentage of gross receipts, net receipts or revenues from the sale of water service rendered by the Company to the Customer. Bills will be increased the proportionate amount only in service areas where such tax is applicable. There shall be added to the Customer's bill, as a separate item, the appropriate amount of the primacy fee authorized by Section 640.100 of the Revised Statutes of Missouri.

## CONDITIONS OF SERVICE:

1. Company Rules and Regulations, P.S.C. Mo. No. 4, Section 2, are a part of this schedule.

THE EMPIRE DISTRICT ELECTRIC COMPANY

Sec. 2 2nd Revised Sheet No. 1  
Cancelling P.S.C. Mo. No. 4For AURORA, MARIONVILLE, VERONANo supplement to this tariff will be issued except  
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Which was issued 09-15-93

RULES AND REGULATIONS
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## CONTENTS

	Page Number
<b>Chapter I</b> <a href="#">Definitions</a> .....	2
<b>Chapter II</b> General Conditions .....	4
A. <a href="#">Application for Service</a> .....	4
B. <a href="#">Service Contract</a> .....	4
C. <a href="#">Service Policy</a> .....	5
D. <a href="#">Access for Service</a> .....	6
E. <a href="#">Type of Service</a> .....	6
F. <a href="#">Termination of Service</a> .....	6
<b>Chapter III</b> Service Specifications .....	7
A. <a href="#">General</a> .....	7
B. <a href="#">Extension of Mains</a> .....	7
C. <a href="#">Metering</a> .....	9
<b>Chapter IV</b> Billing Practices .....	10
A. <a href="#">Billing and Payment Standards</a> .....	10
B. <a href="#">Guarantee of Payment</a> .....	11
C. <a href="#">Discontinuance of Service</a> .....	14
D. <a href="#">Settlement Agreements</a> .....	18
<b>Chapter V</b> Contract for Disconnection .....	19
A. <a href="#">Applicability</a> .....	19
B. <a href="#">Form of Contract</a> .....	19



## THE EMPIRE DISTRICT ELECTRIC COMPANY

Sec. 2 2nd Revised Sheet No. 4  
Canceling P.S.C. Mo. No. 4For AURORA, MARIONVILLE, VERONANo supplement to this tariff will be issued except  
for the purpose of canceling this tariff.Sec. 2 1st Revised Sheet No. 4  
Which was issued 11-21-05RULES AND  
REGULATIONS

## CHAPTER II

## GENERAL CONDITIONS

## A. Application for Service

## 1. Service Application:

The form of application for non-residential service shall be determined by the Company and may be oral or may be made upon the Company's standard written application forms, signed by the applicant or applicant's authorized agent. Residential applications may be by oral agreement to an implied contract that is ratified when Company provides service and Customer accepts and uses service and thereby incurs an obligation to pay for the service from which Customer has benefited. A written application may be required from a residential Customer for reasons of fraudulent or unauthorized usage or unacceptable credit performance.\*

## 2. Application in Name of Customer:

Each service application must be made in the true name of Customer. Proof of identification may be required by Company.\*

## 3. Separate Service Application for Each Location and Each Class of Service:

A separate service application must be made for each location and each class of service.

## 4. How Application for Service Should be Made:

## a. Residential or Small Commercial - Service Established to Premises:

Where service is already established at the desired location, customer shall make application for service to the nearest Company office or collection agency within three (3)+ days after date of initial use of service. If a Residential or Small Commercial Customer merely transfers from one location to another location, where service has not been disconnected, the customer shall notify the Company of date and final meter reading at location being vacated, and date of initial meter reading at location being occupied, and request service contract, customer deposit and unpaid charges to be transferred from old to new address. In the event service to the new location has been disconnected, customer must make proper application and establish proper credit in order that service may be established.

## b. Residential or Small Commercial - New Location, or Large Commercial or Industrial:

Any applicant in either of these classifications desiring to receive service from the Company, should notify the nearest Company office. A representative of the Company will then consult with the customer as to available service, location of customer's point of delivery, Company facilities necessary for the class of service desired, etc. Company representatives are competent to render valuable advice and assistance to assist Residential, Commercial or Industrial customers in obtaining the proper service, and to avoid unnecessary delay or expense to the customer due to improper selection of equipment or of installation. The Company desires especially to advise and assist the applicant or customer with respect to location of meter or point of delivery.

## c. For service at a new location, applicant shall pay, in advance, a service connection charge as follows:

3/4" or less Single Meter Service Connection	\$580
3/4" Dual Meter Service Connection (with 1" service line)	\$650

If one side of a dual connection is used, customer shall pay only one-half of the \$650 charge, or \$325. For a service larger than 3/4" the service connection shall be equal to the cost of installing a meter and service connection (time and material).

If service is requested at a point not already served by a main of adequate capacity, the Company shall extend its mains as provided in Chapter III b.

## B. Service Contract

## 1. Service Contract:

A service application, when accepted by the Company, becomes a service contract between the customer and the Company, whereby the customer will pay the Company for any service taken by the customer thereunder. The Company will not maintain service to the customer without a service contract. The customer may not assign any rights thereunder without written consent of the Company. These Rules and Regulations are, by reference, made a part of such service contract.

THE EMPIRE DISTRICT ELECTRIC COMPANY

Sec. 2 1st Revised Sheet No. 6  
Cancelling P.S.C. Mo. No. 4For AURORA, MARIONVILLE, VERONANo supplement to this tariff will be issued except  
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Which was issued 07-11-78

<p align="center">RULES AND REGULATIONS</p>
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## D. Access for Service

## 1. Right of Way

Before service is connected, the customer shall, when requested by the Company, at his expense, make or procure conveyance to Company of necessary easements for proper location upon premises owned or occupied by customer of Company's lines and facilities employed in serving the customer.

## 2. Access to Customer's Premises:

Authorized employees of the Company shall have access to the premises of the customer at all reasonable times to read (Company's meters measuring service to customer), to test the customer's metering or to inspect the customer's equipment or connections, or to repair, replace or remove Company property.

## E. Type of Service

## 1. More Than One Point of Delivery:

Where service is rendered at more than one point of delivery or for more than one class of service except where necessitated by the Company's facilities, each shall be billed separately.

## 2. More Than One Customer:

In case service is rendered at one point of delivery to more than one individual customer, or to more than one location, address, establishment, or interconnected structure, the size of each rate block preceding the final block of the applicable rate schedule shall be multiplied by the number of above described premises so served.

## 3. Extensions to Fire Hydrants:

Extensions to provide service to public fire hydrants are made only upon order issued by the city and under conditions set forth in the existing municipal water service agreement.

## 4. Use of Fire Hydrants:

Public fire hydrants shall not be used by any person or persons other than members of the City Fire Department, and then only for the legitimate purpose of extinguishing fires, except on written consent of the Company.

## 5. Resale of Service:

Except where specifically provided by applicable schedule or special contract, no customer shall resell, redistribute or submeter, either directly or indirectly, to any person any service supplied to customer by Company.

## F. Termination of Service

Notice of termination must be given by the customer+. Customer will be responsible for payment for all service used by him until final meter readings of meters are made. Customer shall not, by such notice, be relieved of any accrued obligations under service contract and applicable rate schedule.



THE EMPIRE DISTRICT ELECTRIC COMPANY

Sec. 2 1st Revised Sheet No. 10  
Cancelling P.S.C. Mo. No. 4For AURORA, MARIONVILLE, VERONANo supplement to this tariff will be issued except  
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Which was issued 07-11-78RULES AND  
REGULATIONS

## CHAPTER IV

## BILLING PRACTICES

## A. Billing and Payments Standards

1. Company will normally render a bill for each billing period to every customer in accordance with its applicable rate schedule. Failure of a customer to receive a bill shall not relieve him of his obligation for payment thereof.
2. Each billing statement rendered by the Company will be computed on the actual usage during the billing period except as follows:
  - a. Company may render a bill based on estimated usage:
    - (1) When extreme weather conditions, emergencies labor agreements, or work stoppages prevent actual meter readings.
    - (2) When Company is unable to obtain access to the customer's premises for the purpose of reading the meter, or in situations where the customer makes reading the meter unnecessarily difficult. If the Company is unable to obtain an actual meter reading for these reasons, where practicable, it will undertake reasonable alternatives to obtain a customer reading of the meter, such as mailing or leaving postpaid, preaddressed postcards upon which the customer may note the reading, unless the customer requests otherwise.
  - b. Company will not render a bill based on estimated usage for more than three consecutive billing periods, except under conditions described in paragraph A2a(1) of this rule.
  - c. Under no circumstances will Company render a bill based on estimated usage:
    - (1) Unless the estimating procedures employed by the Company and any substantive changes in those procedures have been approved by the Commission.
    - (2) As a customer's initial or final bill for service unless conditions beyond the control of the Company prevent an actual meter reading.
  - d. When Company renders an estimated bill in accordance with these rules, it will:
    - (1) Maintain accurate records of the reasons therefor and efforts made to secure an actual reading.
    - (2) Clearly and conspicuously note on the bill that it is based on estimated usage.
    - (3) Use customer supplied readings, whenever possible, to determine usage.
  - e. When Company underestimates a customer's usage, the customer will be given the opportunity, if requested, to make payment in installments.
  - f. In estimating readings, the Company will base the estimate on the previous year's usage and the number of days in the billing cycle. Estimated usage shall be calculated as follows: the previous year's gallons of consumption divided by the previous year's number of billing days will equal the usage per day (UPD). The UPD multiplied by the current number of days in the billing cycle will equal the billing estimate. When the previous year's usage data is unavailable, an estimate may be made using the previous month's usage. \*
3. If Company is unable to obtain an actual meter reading for three consecutive billing periods, the Company will advise the customer by first class mail or personal delivery that the bills being rendered are estimated, that estimation may not reflect the actual usage and that the customer may read and report water usage to the Company on a regular basis. The procedure by which such reading and reporting may be initiated will be explained. Company will attempt to secure an actual meter reading from customers reporting their own usage at least annually. Such attempts shall include personal contact with the customer to advise the customer of the regular meter reading day. Company will offer appointments for meter readings on Saturday or prior to 9:00 p.m. on weekdays. The charge for this special reading will be Five Dollars (\$5.00) during normal business hours and Ten Dollars (\$10.00) outside normal business hours. Discontinuance of the service of a customer who is reading and reporting usage on a regular basis because of inability to secure an actual meter reading shall not be required.

THE EMPIRE DISTRICT ELECTRIC COMPANY

Sec. 2 3rd Revised Sheet No. 13  
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Which was issued 11-21-05

<b>RULES AND REGULATIONS</b>
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- b. Interest at a rate which is equal to one percent (1%) above the prime lending rate as published in the Wall Street Journal will be payable on all deposits. This rate shall be adjusted annually on January 1 using the prime lending rates, as published in the Wall Street Journal on the last business day of December of each year, plus one percent (1%). Interest will be either credited to the service account of the customer on an annual basis or paid upon the return of the deposit. Interest shall not accrue on any cash deposit after the date the Company has made a reasonable effort to return such deposit to the customer. The Company will keep in its records evidence of its efforts to return such deposit. This rule shall not preclude the Company from crediting interest upon each service account during one complete billing cycle annually.
- c. Upon termination of service, the deposit, with accrued interest, will be credited to the final bill and the balance, if any, will be returned promptly to the customer.
- d. The credit of a customer shall be established and the deposit and accrued interest shall be refunded promptly by the Company upon satisfactory payment by the customer of all proper charges for utility service for a period not to exceed twelve successive months. For purposes of this rule, payment is satisfactory if made prior to the date upon which the bill becomes delinquent. The Company may withhold refund of the deposit funds pending the resolution of a matter in dispute involving discontinuance for nonpayment or unauthorized interference by the customer.
- e. Company will maintain a record of all deposits, received from customers, showing the name of each customer, the location of the premises occupied by the customer at the time the deposit was required and each successive location while the deposit is retained, the date and amount of deposit, and the date and amount of interest paid.
- f. Each customer posting a security deposit shall receive in writing at the time of tender of deposit or with the first bill, a receipt as evidence thereof, unless the Company shows the existence or nonexistence of a deposit on the customer's bill, in which event the receipt shall not be required unless requested by the customer. The receipt shall contain the following minimum information:
- (1) Name of customer.
  - (2) Date of payment.
  - (3) Amount of payment.
- g. Company will provide means whereby a person entitled to a return of a deposit is not deprived of the deposit refund even though he may be unable to produce the original receipt for the deposit, provided he can produce adequate identification to insure that he is the customer entitled to refund of the deposit.

THE EMPIRE DISTRICT ELECTRIC COMPANY

Sec. 2 2nd Revised Sheet No. 15  
Cancelling P.S.C. Mo. No. 4For AURORA, MARIONVILLE, VERONANo supplement to this tariff will be issued except  
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Which was issued 9-15-93

<b>RULES AND REGULATIONS</b>
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- g. Violation of any other rules of the Company on file with and approved by the Commission which adversely affect the safety of the customer or other persons, or the integrity of the Company's delivery system.
  - h. The nonpayment of a sewer bill issued by a sewer provider that has a valid and existing contract with Company providing for discontinuance of water service for nonpayment of sewer bills as provided by Section 393.015 RSMo, when the sewer service provider has provided written notice of discontinuance by certified mail to the customer 30 days in advance and has also requested disconnection of water service by the Company and complied with all prerequisites under the contract. Customer notification, dispute resolution procedures, and charges in such circumstances are governed by the terms of the contract rather than these rules and regulations.
2. None of the following shall constitute sufficient cause for Company to discontinue service:
    - a. The failure of a customer to pay for merchandise, appliances, or services not subject to Commission jurisdiction as an integral part of the utility service provided by the Company.
    - b. The failure of a residential customer to pay for concurrent service received at a separate metering point, residence or location. In the event of a discontinuance or termination of service at a separate residential metering point, residence or location in accordance with these rules, Company may transfer any unpaid balance to any other residential service account of the customer.
    - c. The failure of the customer to pay for a different class of service received at the same or different location. The placing of more than one meter at the same location for the purpose of billing the usage of specific devices under optional rate schedules or provision is not construed as a different class of service for the purpose of this rule.
  3. Subject to the requirements of these rules, Company may discontinue service to a 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 a reasonable time thereafter. 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 day. Service shall not be discontinued for nonpayment of a delinquent account within six (6) days after an account becomes delinquent except where written notice is delivered to a customer in which case discontinuance may be effected not less than forty-eight (48) hours after delivery of the notice.
  4. Company will not discontinue service pursuant to section C1 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. If written notice is delivered to the customer, it shall be done at least ninety-six (96) hours prior to discontinuance. Service of notice by mail is complete upon mailing. Company will maintain an accurate record of the date of mailing. A notice of discontinuance of service shall not be issued as to a bill or portion of a bill currently the subject of a dispute pending with the Company or 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, unless the Company inadvertently issued such notice in which case the Company will take necessary steps to withdraw or cancel such notice. +
  5. At least ten (10) days prior to discontinuance of service for non-payment of a bill or deposit at a multi-dwelling unit residential building at which usage is measured by a single meter, notices of the Company's intent to discontinuance will be conspicuously posted in public areas of the building, provided however, that such notices will not be required if the Company is not aware that said structure is a single metered multi-dwelling unit residential building. Such notices shall include the date on or after which discontinuance may occur. The Company will not be required to provide notice in individual situations where safety of employees is a consideration. +

## THE EMPIRE DISTRICT ELECTRIC COMPANY

Sec. 2 3rd Revised Sheet No. 16  
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Which was issued 11-07-02RULES AND  
REGULATIONS

At least ten (10) days prior to discontinuance of service for non-payment 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 utility service is not the Company's customer, the occupant(s) shall be given written notice of the Company's intent to discontinue service, provided however that such notice shall not be required unless the occupant has advised the Company or the Company is otherwise aware that he is not the customer. 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 thereof may apply in his or her name for service of the same character presently received through that meter. +

6. At least twenty-four hours preceding discontinuance of service, Company will make reasonable efforts to contact the customer to advise of the pending action and what steps must be taken to avoid discontinuance.
7. Immediately preceding the discontinuance of service, an employee of the Company designated to perform such function shall, except in individual situations where the safety of the employee is a consideration, make a reasonable effort to contact and identify himself to the customer or responsible person then upon the premises and shall announce the purpose of his presence. When service is discontinued, the employee will 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 Company where the customer may arrange to have service restored.
8. Notwithstanding any other provision of this rule, Company will postpone the discontinuance of utility service to a residential customer for a time not in excess of twenty-one days if the Company is advised the discontinuance will aggravate an existent medical emergency of the customer, a member of his family or other permanent resident of the premises where service is rendered. Company may require customer to provide satisfactory evidence that a medical emergency exists.
9. Notwithstanding any other provision of this rule, Company may discontinue any service temporarily for reasons of maintenance, health, safety or a state of emergency.
10. Upon the customer's request, Company will restore service promptly when the cause of discontinuance of service has been eliminated, applicable restoration charges 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 working day following the day requested by the customer. The Company will charge the customer a reconnect charge as shown on the rate section of this tariff. If discontinuance was caused by diversion, the cost of any facility or changes Company deems necessary or appropriate in order to prevent possible future diversion of energy by customer may have to be paid for by customer.
11. When a customer initiates a complaint or inquiry, the Company will: immediately record the date, time and place the complaint or inquiry is made; investigate it promptly and completely; and attempt to resolve the matter informally in a manner mutually satisfactory to both parties. When a customer initiates a complaint or inquiry at the Company relating to termination of the customer's water service because of non-payment of a sewer bill, the Company is under no obligation to investigate the nature of the dispute between the customer and the sewer sewer provider but shall immediately refer the customer to the proper department at the provider of sewer service.
12. A customer may advise the Company that a bill is in dispute in any reasonable manner such as by written notice, in person or by a telephone call directed to the Company during normal business hours. A dispute must be registered with the Company at least 24 hours prior to the date of the proposed discontinuance for a customer to avoid discontinuance of service as provided by these rules.

THE EMPIRE DISTRICT ELECTRIC COMPANY

Sec. 2 1st Revised Sheet No. 19  
Cancelling P.S.C. Mo. No. 4

For AURORA, MARIONVILLE, VERONA

No supplement to this tariff will be issued except  
for the purpose of cancelling this tariff.

Sec. 2 Original Sheet No. 19  
Which was issued 09-15-93

RULES AND  
REGULATIONS

CHAPTER V

CONTRACTUAL ARRANGEMENTS WITH SEWER PROVIDERS FOR DISCONNECTION  
OF WATER SERVICE FOR NONPAYMENT OF SEWER CHARGES

## A. Applicability

1. Section 393.015 RSMo authorizes a contract between Company and any sewer corporation or sewer provider for the purpose of disconnection of Company's water service to a premises to aid in the collection of delinquent bills for sewer service. This chapter of Company's rules and regulations specifies the terms and conditions under which the Company will enter into and perform under this agreement.
2. The Company will enter into a contract in the form contained herein with any sewer corporation or sewer provider which provides sewer service to Company's water customers. On the effective date of the contract, Company shall operate under the terms of the contract, as opposed to its other rules and regulations for water service, with regard to those transactions covered by the terms of this agreement.

## B. Form of Contract:

AGREEMENT REGARDING DISCONNECTION OF  
WATER SERVICE FOR COLLECTION OF  
DELINQUENT SEWER BILLS

THIS AGREEMENT, dated as of \_\_\_\_\_, 20\_\_, is between The Empire District Electric Company, a Kansas corporation with its principal office located at 602 Joplin Street, Joplin, Missouri, (hereinafter called "Water Company") and the sewer provider of \_\_\_\_\_, Missouri, (hereinafter called "the Sewer Provider"), with its principal office located at \_\_\_\_\_, +

PRELIMINARY STATEMENTS

- a. The Sewer Provider owns and operates a sewer system which supplies service to the residents of the Sewer Provider. The Sewer Provider charges a fee for such service and periodically issues bills to its customers for that service. The Sewer Provider is obligated to attempt to collect delinquent bills for sewer service.
- b. Water Company provides water service under terms and conditions approved by the Public Service Commission of the State of Missouri (hereinafter "Commission") in areas where the Sewer Provider provides sewer service.
- c. Section 393.015 RSMo Supp. 1993, authorizes the Sewer Provider to contract with Water Company for the purpose of securing the termination of water service to any customer's premises for non-payment of a delinquent bill for sewer service rendered by the Sewer Provider.

In consideration of the promises and the respective mutual agreements, covenants, and representations contained in this agreement, Water Company and Sewer Provider agree as follows:

## 1. DEFINITIONS

- 1.1 Customer: The person or entity listed in the records of the Sewer Provider or the Water Company as having requested the service being provided. Depending upon the billing practices of the Sewer Provider and the Water Company, this may be either an owner/occupant, a non-owner/occupant, or a non-occupant/owner.
- 1.2 Customer premises: The place at which the particular utility service is being delivered such as a residence, an apartment building, a business location, a mechanical installation, or an industrial facility.

## THE EMPIRE DISTRICT ELECTRIC COMPANY

Sec. 2 1st Revised Sheet No. 21  
Cancelling P.S.C. Mo. No. 4

For AURORA, MARIONVILLE, VERONA

No supplement to this tariff will be issued except  
for the purpose of cancelling this tariff.

Sec. 2 Original Sheet No. 21  
Which was issued 9-15-93

<b>RULES AND REGULATIONS</b>
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- a. If Water Company does not provide water service to the premises, Water Company shall notify the Sewer Provider of same by telephone and by follow-up written memorandum. By providing such notice, Water Company is relieved of any obligation under this agreement to pursue discontinuance efforts at that premises for the Sewer Provider.
  - b. If Water Company does provide water service to the premises, Water Company shall compare its records to the statement provided by the Sewer Provider to determine if the identity of its customer at the premises is the same as that contained in the notice from the Sewer Provider.
  - c. If the identity is the same, Water Company shall commence the discontinuance procedure specified in this agreement.
- 3.3 Identity of Customers. If the identity of the customer on the notice received from the Sewer Provider does not match the identity of the customer on the Water Company's records, the Water Company shall contact the Sewer Provider and the Sewer Provider shall attempt to discern the reason for the difference in identities.
- a. Individuals. In the case of residential water service, or other service provided in the name of an individual person, Water Company shall not be obligated to pursue discontinuance under this agreement unless Water Company is reasonably satisfied, upon proof presented by the Sewer Provider, that:
    1. the Sewer Provider's sewer customer and the Water Company's water customer are one and the same, or
    2. that the water customer, if a different person from the sewer customer, is nevertheless a co-occupant of the premises with the sewer customer and is benefitting from the availability of sewer service at the premises to a similar degree as that of the sewer customer.
  - b. Commercial or Industrial Premises. If the involved customer premises receives sewer service under a different name than under which Water Company provides water service, Water Company shall not be obligated to pursue discontinuance under this agreement unless Water Company is reasonably satisfied, upon proof presented by the Sewer Provider, that:
    1. the Sewer Provider's sewer customer and the Water Company's water customer are related corporations, associations, or other entities with common management control, or
    2. that the water customer, if a different entity from the sewer customer, is nevertheless a co-occupant or co-user of the premises with the sewer customer and is benefitting from the availability of sewer service at the premises to a similar degree as that of the sewer customer.
  - c. Multi-unit building; separate water service.
    1. If the Sewer Provider's sewer service is provided to a multi-unit building where there are occupants receiving separately-metered water service, the water service to those separately-metered units is not delinquent, and the sewer customer is not a customer of the Water Company receiving water service at the premises, Water Company shall not be obligated to discontinue water service to any unit under this agreement.
    2. If the Sewer Provider's sewer service is provided to a multi-unit building where there are occupants receiving separately-metered water service, and the sewer customer is one of those receiving separately-metered water service, and water service to the sewer customer can be discontinued without interruption of service to other water customers in the building, Water Company is obligated to pursue discontinuance of the water service to the sewer customer.
    3. If the Sewer Provider's sewer service is provided to a multi-unit building in a situation as described in C.1., but the sewer customer is also receiving water service from Water Company at another premises which does not involve other water customers that are not delinquent, Water Company may commence the discontinuance procedure at the other premises of the sewer customer, provided the Sewer Provider has proper authority to deal with customers in this manner.
  - d. Multi-unit building; common water service. If the Sewer Provider's sewer service is provided to a multi-unit building where there are occupants receiving water service through a single or common meters, the discontinuance procedure shall include the following notice requirement:

THE EMPIRE DISTRICT ELECTRIC COMPANY

Sec. 2 2nd Revised Sheet No. 22  
Canceling P.S.C. Mo. No. 4For AURORA, MARIONVILLE, VERONANo supplement to this tariff will be issued except  
for the purpose of canceling this tariff.Sec. 2 1st Revised Sheet No. 22  
Which was issued 11-21-05

<b>RULES AND REGULATIONS</b>
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1. Not more than fifteen (15) but at least five (5) days prior to discontinuance of water service, notices of Water 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 the Water Company is not aware that the structure is a single metered multi-unit building. The notices shall include the date on or after which discontinuance may occur and shall state that water service is proposed to be discontinued for non-payment of a bill for sewer service. The notice shall state the name and address of the sewer customer that is delinquent and the name and telephone number of a person with the Sewer Provider who can discuss the situation.

## 3.4 Discontinuance Procedure.

- a. If all the pertinent conditions above have been satisfied, at least twenty-four (24) hours preceding discontinuance, Sewer Provider shall make reasonable efforts to contact the customer to advise of the pending action and what steps must be taken to avoid discontinuance.
- b. Immediately preceding the discontinuance of service, the employee of Water Company designated to perform the function and an employee of the Sewer Provider shall make a reasonable effort to contact the customer or a responsible person on the premises and identify themselves and announce the purpose of their presence. After service is discontinued, the Water Company 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 Water Company where the customer may arrange to have service restored.

- 3.5 Bankruptcy or Court Order. If either party to this agreement receives notice that the customer at the premises scheduled for discontinuance of water service has invoked the protection of the federal bankruptcy laws, such party shall immediately notify the other party by telephone and follow-up such telephone notification with written notification. Water Company is entitled to cease its discontinuance efforts under this agreement if it has notice that the customer has filed for bankruptcy and therefore the stay provisions of the bankruptcy laws would be violated if Water Company continued with collection efforts on behalf of the Sewer Provider. Water Company shall also be entitled to cease the discontinuance procedure in compliance with an order of the Commission or a court of competent jurisdiction to cease discontinuance efforts. Water Company shall be under no obligation to the Sewer Provider to resume discontinuance efforts until the stay or other orders blocking discontinuance have been lifted.

## 3.6 Where Water Bill Subsequently Becomes Delinquent.

- a. In situations where the Sewer Provider's request for discontinuance arrives at Water Company and the water bill at the premises is not delinquent, but subsequently becomes delinquent, Water Company shall ensure that its discontinuance procedures required by its tariff approved by the Commission are followed in conjunction with the procedures under this agreement. Water Company may delay discontinuance of the water service for non-payment of a delinquent water bill to coincide with the scheduled discontinuance of water service for non-payment of the delinquent sewer bill. In no event, however, shall discontinuance take place less than thirty (30) days after notice by first class mail is sent by the Sewer Provider pursuant to section 3.1.F. hereof. +
- b. In such situations, Water Company shall not be entitled to bill the Sewer Provider for Water Company's lost revenue after the date of discontinuance, unless otherwise provided in section 5.2. +

**4. RESTORATION PROCEDURE**

- 4.1 Upon the customer's request, the Water Company shall restore water service promptly when the cause for the discontinuance has been eliminated and the customer has paid the cost of discontinuance and restoration of service by the Water Company, and any costs or charges for re-establishment of sewer service established by the Sewer Provider. Restoration of service shall be made not later than the next working day following the request and may be made after normal working hours at an additional charge if the customer requests and at the option of the Company.



THE EMPIRE DISTRICT ELECTRIC COMPANY

Sec. 2 2nd Revised Sheet No. 23  
Canceling P.S.C. Mo. No. 4For AURORA, MARIONVILLE, VERONANo supplement to this tariff will be issued except  
for the purpose of canceling this tariff.Sec. 2 1st Revised Sheet No. 23  
Which was issued 11-21-05

<p align="center"><b>RULES AND REGULATIONS</b></p>
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4.2 Service may also be restored to the premises without consideration of the delinquent sewer charges if Water Company receives a bona fide application for service from a new customer who meets all of the Water Company's requirements for initiation of service to a premises.

**5. RELATIONSHIP BETWEEN CITY AND WATER COMPANY**

5.1 The Sewer Provider and the Water Company shall establish a mutually agreeable procedure and schedule for the processing of requests for discontinuance by the Sewer Provider, so as not to unduly interfere with or restrict the normal operations of the Water Company of providing service to its customers. Water Company reserves the right to reschedule procedures under this agreement if they conflict with or prevent the Water Company from providing safe and adequate service to its customers.

5.2 Since Water Company will forego revenue it would otherwise receive from water customers by complying with the terms of this agreement, and incur costs for notices and discontinuance it would not otherwise incur, Sewer Provider shall pay Water Company according to the following schedule. Water Company shall issue a bill to Sewer Provider for each month in which the events occur and Sewer Provider shall pay the amount billed within thirty (30) days of the date of the bill.

## a. Schedule of Fees:

For each request for discontinuance received .....	\$ 8.00
Customer charge for trip to premise .....	\$ 15.00
when not disconnected (due to payment at site)	
Additional fee for multi-unit building .....	\$ 10.00
During normal working hours of Water Company:	
For each discontinuance completed .....	\$ 24.00
For each restoration after discontinuance .....	\$ 24.00
After normal working hours of Water Company:	
For each restoration after discontinuance .....	\$ 58.00

## b. Lost Revenues:

For each discontinuance completed, Water Company shall estimate its lost revenue for the month or partial month based upon its standard estimation procedure, giving due consideration to past usage from similar time periods and any known changes in condition of the premises. The amount of the lost revenue shall be separately itemized for each premises on each monthly bill so long as the discontinuance exists.

5.3 Indemnification. Since Water Company may be subject to damage claims from the Sewer Provider's sewer customers for Water Company's actions or inactions pursuant to this agreement, the Sewer Provider shall indemnify and save Water Company harmless from any and all claims, expenses and costs based upon or arising out of Water Company's actions or inactions related to this Agreement, including negligent acts or omissions by the Water Company or its employees related to the disconnection or reconnection procedures. The phrase "claims, expenses and costs" shall be construed broadly and shall include, by way of example, costs of defense, damages, penalties, remediation costs, investigation costs, attorneys fees, costs of settlement, and miscellaneous expenses. The Sewer Provider shall maintain adequate insurance coverage to fund this indemnification requirement.

5.4 Disputes. If a dispute arises between the Sewer Provider and Water Company regarding any of the provisions or operation of this agreement, the parties shall attempt promptly and in good faith to resolve such dispute through negotiations between representatives who have authority to settle the controversy. Either party may give notice to the other of the existence of a dispute. Within twenty (20) days of the delivery of such notice, the parties shall meet at a mutually acceptable time and place, and thereafter as often as they deem necessary, to exchange information and attempt to resolve the dispute, until the parties conclude that the dispute cannot be resolved by negotiation.

THE EMPIRE DISTRICT ELECTRIC COMPANY

Sec. 2 2nd Revised Sheet No. 24  
Canceling P.S.C. Mo. No. 4For AURORA, MARIONVILLE, VERONANo supplement to this tariff will be issued except  
for the purpose of canceling this tariff.Sec. 2 1st Revised Sheet No. 24  
Which was issued 11-21-05

<p align="center"><b>RULES AND REGULATIONS</b></p>
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5.5 Negotiations. Negotiations extending for a period of sixty (60) days after the first such meeting shall be deemed to be at an impasse, unless otherwise agreed by the parties. If negotiations are deemed to be at an impasse, the parties agree to submit the matter to the Commission for arbitration pursuant to 386.230 RSMo. Nothing in this section shall prevent either party from terminating this agreement as otherwise provided in this agreement.

5.6 Termination. This agreement may be terminated by either of the parties hereto upon the delivery of thirty (30) days written notice to the other at the other's principal place of business. Termination shall not relieve any party of any amounts which accrued or became due prior to termination, or relieve the Sewer Provider of the obligation to indemnify the Water Company under section 5.3 for any event which occurred prior to termination.

**6. MISCELLANEOUS PROVISIONS**

6.1 This agreement shall not be construed to in any way limit the rights of the Sewer Provider to collect delinquent sewer bills in any other lawful fashion including, but not limited to, suits at law for damages, suits in equity relating to the sewer service, or physical disconnection of sewer service.

6.2 Water Company shall not be required to post notices or proceed with discontinuance under this agreement in situations where the safety of its employees is a consideration.

6.3 This agreement constitutes the entire agreement between the Water Company and the Sewer Provider with respect to the subject matter hereof and supersedes any other agreements, undertakings, understandings and discussions. This agreement may be amended or modified only by written instrument executed by both the Sewer Provider and the Water Company, except that the amounts for charges specified in this agreement shall be changed automatically if the Commission allows changes in said amounts in the tariff.

6.4 This agreement shall be construed and interpreted in accordance with the laws of Missouri.

Sewer Provider of THE EMPIRE DISTRICT ELECTRIC COMPANYBy: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_

Under authority granted by  
Ordinance No.           

Attest:

Attest:

\_\_\_\_\_  
Secretary\_\_\_\_\_  
Secretary**C. Exclusivity of Procedure**

1. In situations covered by the terms of the agreement between Company and a Sewer Provider or sewer district, the agreement shall govern over the terms of Company's other rules and regulations.