

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 5 ~~5th~~6th Revised Sheet No. 1

Canceling P.S.C. Mo. No. 5 Sec. 5 ~~4th~~5th Revised Sheet No. 1

For ALL TERRITORY

RULES AND
REGULATIONS

CHAPTER I

DEFINITION OF TERMS USED IN THESE RULES AND REGULATIONS

"Apartment House" means a structure which stands alone, enclosed with exterior walls or which is cut off from adjoining structures by fire walls, built for permanent use, erected, framed of component structural parts and unified in entirety, both physically and in operation for reasonably permanent occupancy as two or more single-family residences;

"Applicant" means any person or legal entity making application to the Company to receive utility service;

"Bill" means a written ~~demand~~ demand including if agreed to by the customer and the utility an electronic demand for payment for utility service and the taxes and franchise fees related to it.

"Billing Period" means a normal usage period of not less than twenty-six (26) nor more than thirty-five (35) days for a monthly billed Customer except for initial, corrected or final bills;

"Central Service Pole" means a pole furnished, installed and owned by the Company upon a farm Customer's premises. The Company's service lines and the Company's meter measuring service to the Customer are attached to the central service pole. The Customer's service entrance also attaches to the central service pole and connects to the Company's service drop through the meter;

"Code" means the National Electric Code (NEC), as published and revised by the National Fire Protection Association, and which, with municipal regulations, governs all electric installations and wiring by the Customer; and/or the National Electrical Safety Code (NESC), as published and revised by the Institute of Electrical and Electronics Engineers, Inc. which governs all wiring by the Company;

"Class of Service" is considered to cover, respectively, only one phase, voltage, nature of utilization or Customer classification. By nature of utilization is meant: Lighting (and miscellaneous appliance load), power, combined lighting and power, controlled water heating, etc. Customer classifications include: Residential, Commercial, Industrial, Public Street and Highway Lighting, Municipal or Governmental, Wholesale for Resale, etc. However, a single class of service may include more than one particular phase or voltage where rendered in combination by means of a single service connection and meter;

"Company" means The Empire District Electric Company;

"Complaint" means an informal or formal complaint under 4 CSR 240-2.070.

"Contract Year" means, unless otherwise designated, the period of time intervening between the effective date of the service contract and the next succeeding anniversary date, or the period between successive anniversary dates thereafter;

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THE EMPIRE DISTRICT ELECTRIC COMPANY

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Canceling P.S.C. Mo. No. 5 Sec. 5 ~~6th~~7th Revised Sheet No. 2

For ALL TERRITORY

RULES AND REGULATIONS

"Credit Action Fee" means a fee or charge in accordance with a Company rate schedule approved by the Commission for credit type actions such as a discontinuance trip charge, reconnection charge, returned check charge, and other payment instruments, meter tampering charge, meter testing charge, or deposit interest rate;

~~"Corrected Bill" means any bill issued for a previously rendered bill;~~

~~"Credit Score" means a score, grade, or value that is derived by using data from a nationally known commercial credit source that uses data from a credit history model developed for the purpose of grading or ranking credit report data.~~

"Customer" means a person, or legal entity responsible for payment for service(s) supplied by the Company, except one denoted as a guarantor;

"Cycle Billing" means a system which results in the rendition of bills to various Customers on different days of a month;

"Delinquent Charge" means a charge ~~for utility service~~ remaining unpaid by a residential Customer at least twenty-one (21) days (or the number of days specified in the applicable rate schedule for a non-residential Customer) from the rendition of the bill by the Company, or a charge remaining unpaid after the preferred payment date selected by a residential Customer;

"Delinquent Date" means the date stated on a bill, which shall be at least twenty-one (21) days for a monthly billed residential Customer (or the number of days specified in the applicable rate schedule for a non-residential Customer) from the rendition ~~date~~ of the bill; or which shall be the preferred payment date selected by the Customer, after which Company may assess a late payment charge in accordance with a company rate schedule on file with the Commission;

"Deposit" means a money advance to Company for the purpose of securing payment of delinquent charges which might accrue to the Customer who made the advance;

"Discontinuance of Service" or "Discontinuance" means cessation of service not requested by a Customer;

"Distribution facilities" means terminal poles, manholes, feeder lines, service lines, switch gear, pole-mounted, pad-mounted or submersible transformers, and pedestals or poles utilized to provide electric service;

"Electronic Bill (ebill)" means a bill delivered to an electronic address selected by the customer that can be viewed on a computer screen.

"Empire's Action to Support the Elderly" (EASE) is a designation on the account that may include waiving the late penalties or deposits, and third-party notification of delinquencies. This is not considered a "Medical Extension";

"Energy Crisis Intervention Program (ECIP)" means the federal ECIP administered by the Missouri Division of Family Services under section 660.100, RSMo;

"Estimated Bill" means a charge for utility service which is not based on an actual reading by an authorized utility representative of the meter or other registering device or a Customer supplied read in accordance with Chapter V, Section A.3.;

~~"Extension Agreement" means a verbal payment agreement between Company and the Customer extending time for payment for fifteen (15) days or less;~~

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THE EMPIRE DISTRICT ELECTRIC COMPANY

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For ALL TERRITORY

**RULES AND
REGULATIONS**

~~"Feeder Line" means that portion of a single phase or multi phase circuit extending from the substation, terminal pole or manhole at or near the perimeter of the subdivision into and throughout the subdivision and used to provide service within the subdivision and from which the submersible or pad mounted transformers are energized, and also including that portion of the secondary circuit extending from a transformer to pedestals, excluding service lines as herein defined, and power lines as designated by the Company;~~

~~"Guarantee" means a written promise from a Company approved third party to assume liability up to a specified amount for delinquent charges which might accrue to a particular Customer;~~

Comment [AMC1]: Moved to next sheet 2a

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For ALL TERRITORY

RULES AND REGULATIONS

"Feeder Line" means that portion of a single-phase or multi-phase circuit extending from the substation, terminal pole or manhole at or near the perimeter of the subdivision into and throughout the subdivision and used to provide service within the subdivision and from which the submersible or pad mounted transformers are energized, and also including that portion of the secondary circuit extending from a transformer to pedestals, excluding service lines as herein defined, and power lines as designated by the Company;

Comment [AMC1]: Moved from previous sheet 2.

"Final Bill" means a bill rendered for services through the final date of service;

"Guarantee" means a written promise from a Company approved third party to assume liability up to a specified amount for delinquent charges which might accrue to a particular Customer;

Comment [AMC2]: Moved from previous sheet 2

RESERVED FOR FUTURE USE

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For ALL TERRITORY

RULES AND REGULATIONS

"Heat-related Utility Service" means any electric service that is necessary to the proper function and operation of a Customer's heating equipment;

"House" means a single structure roofed and enclosed with exterior walls, built for permanent use, erected, framed of component structural parts and unified in its entirety both physically and in operation for residential occupancy;

"Initial Bill" means the first bill rendered by a utility for a customer's service;

"Indirect Costs of Construction" means the costs of supervision, engineering, insurance, pensions, payroll taxes, tools, accounting administrative expenses, and miscellaneous materials expenses as allocated using ratios, determined from historical experience, applied to labor dollars or materials issued for an individual job to obtain indirect costs of construction;

"In Dispute" means any matter regarding a charge or service which is the subject of an unresolved inquiry;

"Inquiries" means information requests from Customers regarding any billing or service rendered or to be rendered by Company;

"Late Payment Charge" means an assessment on an unpaid balance in accordance with Company's rate schedule on file with the Commission and in addition to the delinquent charge;

"Low Income Home Energy Assistance Program (LIHEAP)" means the federal LIHEAP administered by the Missouri Family Support Division under section 660.110, RSMo;

"Low Income Registered Elderly or Disabled Customer" means a Customer registered under the provisions of LIHEAP (see Low Income Home Energy Assistance Program in this definition section) whose household income is less than 150% of the federal poverty guidelines who has a signed affidavit of income on file (subject to periodic audit) with the Company;

"Medical Designation" (Special Needs Customer) means a Customer's household where at least one (1) member of the household has filed annually with the Company a Company approved form signed by a healthcare provider attesting that such Customer's household must have electric utility service provided in the home to maintain life or health;

"Month," as used in rate schedules, regulations and contracts, means, unless otherwise designated, a period of time equal to approximately one-twelfth of a year, usually identified by the calendar month in which a majority of the period of time falls;

"Mobile Home Park" means an area specifically developed to offer accommodations to occupants of either tenant-owned or Customer-owned residential mobile homes;

"NEC" means the National Electric Code as published and revised by the National Fire Protection Association which, with municipal regulations, governs all electric installations and wiring by the Customer;

"NEC" means the National Electric Safety Code as published and revised by the Institute of Electrical and Electronics Engineers, Inc. which governs all wiring by the Company;

"Payment" means cash, draft of good and sufficient funds cash, draft or electronic transfer, offered by the Customer as compensation for services or products, as accepted by the Company for same;

"Payment Agreement" means a payment plan entered into by a customer and the Company;

"Permanent Structure" means any structure used for residential or commercial purposes that has a permanent foundation, water service, and sanitary sewer or septic service. Structures otherwise referred to as mobile homes shall also be classified as permanent structures when they meet these requirements;

"Person" means an individual, association, corporation, partnership, receiver, firm, trustee, or governmental agency;

"Point of Delivery" means the point where Company's overhead service drop or underground service lateral connects to Customer's service entrance conductors, unless otherwise provided by mutual agreement between Company and the Customer;

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THE EMPIRE DISTRICT ELECTRIC COMPANY

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For ALL TERRITORY

RULES AND REGULATIONS

"Preferred Payment Date Plan" or (Flexible Due Date) means a Commission approved plan offered at the Company's option in which the delinquent date for the charges stated on a bill shall occur on or near the same day during each billing period as selected by the Customer and as defined in Chapter V, Section A.7.b.;

"Premises" means the structure where service is rendered by Company;

"Rate schedule" means a schedule of rates, services, and rules approved by the Commission;

"Registered Elderly or Disabled (EASE) Customer" means a Customer's household where at least one (1) member of the household has filed with the Company a Company approved form showing the person is sixty (60) years or older, or is disabled to the extent that s/he has filed with the Company a written medical statement submitted by a healthcare provider, renewable annually following annual registration, attesting that such Customer's household must have electric utility service provided in the home to maintain life or health, or has a formal award letter issued from the federal government of disability benefits;

"Rendition of a Bill" means the ~~date a bill is mailed, mailing,~~ electronically delivered or hand ~~delivered~~ of a bill by the Company to a Customer;

"Residential Service" means the provision of or use of a utility service for domestic purposes;

"Service" means the maintaining by the Company, at the point of delivery, of electricity, at the standard available voltage, in the form and under the provisions specified in the rate schedule and/or the service contract and in these Rules and Regulations, available for the Customer's use;

"Service Drop" means the overhead service conductors between Company's pole or other aerial support to and including the connectors to service entrance conductors at the point of delivery to the Customer's premises;

"Service Entrance" means Customer-owned wire and enclosures connecting the Customer's service equipment to the Company's service drop or service lateral. This includes the Customer's service entrance conductors, the meter socket, the main disconnect where mounted separately, and the conduit or cable run on the exterior of the building or other support;

"Service Lateral" means the underground service conductors between the Company's secondary pedestal or transformer, including any risers at a pole or other structure, and the point of delivery;

"Service Point" means the point of delivery.

"Settlement Agreement" means an agreement between a Customer and Company which resolves any matter in dispute between the parties or provides for the payment of undisputed charges over a period longer than the Customer's normal billing period;

"Special Needs" means a designation on the account that may be considered during power restoration or interruption of service. This is not considered a "Medical Extension";

"Subdivision" means a lot, tract, or parcel of land divided into two or more lots, plots, sites, or other divisions for use for new houses, or the land on which is constructed new apartment houses per a recorded plat thereof if such recordation is required by law;

"Termination of Service" or "Termination" means a cessation of utility service requested by a Customer;

"Utility" means an electric, gas or water corporation as those terms are defined in section 386.020, RSMo;

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For ALL TERRITORY

RULES AND REGULATIONS

"Utility Charges" means the rates for electric service and other charges authorized by the Commission ~~as an integral part of utility service;~~

All references in these rules to the singular of a matter shall include the plural and any references to the masculine gender shall include the feminine.

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THE EMPIRE DISTRICT ELECTRIC COMPANY

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For ALL TERRITORY

RULES AND REGULATIONS

B. REFUSAL OF SERVICE

When the Company refuses to provide service to an applicant, it shall inform the applicant in writing, and shall maintain a record of the written notice.

1. Reasons for Refusal of Service:

The Company may refuse to provide service to an applicant for service for one or more of the following reasons:

- a. Failure to pay a delinquent account for the same class of service previously rendered by the Company or the Company's regulated affiliate to the applicant. The Company shall not be required to provide electric service if, at the time of application, there is an unpaid delinquent account, not in dispute, for service previously rendered by the Company at the same premises to the applicant's spouse, family member, or any other current occupant; or for service previously rendered by the Company at a different location to the applicant's spouse, family member, or any other occupant, if applicant also received substantial benefit from the previous electric service. The Company shall have the burden of proof to show that the applicant received substantial benefit and use of the service, or that the applicant is the legal guarantor, provided that such burden shall not apply if the applicant refuses to cooperate in providing or obtaining information the applicant has or should have regarding the applicant's residence history. The Company must have evidence under the terms of 4CSR 240-13.035 (2)(B)(1-4). This provision cannot be avoided by applicant's use of an alias or by substituting an application for service in the name of some other member of the household or any other person acting for or on behalf of the applicant as a device to escape payment of the applicant's unpaid obligation.
- b. Failure to comply with the terms and conditions of a settlement agreement or Commission Order entered with respect to service previously rendered by the Company to the applicant.
- ~~c. Failure to permit inspection, maintenance, replacement, or meter reading of utility equipment. If the applicant does not provide access to the Company for such purposes, the Company shall provide notice to the applicant regarding its need for inspection, maintenance, replacement, or meter reading of utility equipment and shall maintain an accurate record of the notice provided.~~
- ~~ed. Failure to post a deposit when applicable under the terms of 4 CSR 240-13.030, Chapter V, Section C-2.04B~~
- ~~de. Misrepresentation of identity or facts for the purpose of obtaining the service or failure to provide proper identification upon request by the Company.~~
- ~~ef. Violation of federal, state or local laws or regulations As provided by State or Federal law.~~
- ~~fg. Documented violation of the rules and regulations of the Company.~~
- ~~gh. Inability of the Company, due to inadequate facilities, to provide the service requested. The Company may temporarily refuse service if the Company, due to inadequate facilities, cannot provide the requested service. The Company may refuse to provide service under this rule until adequate facilities can reasonably be made available by the Company and/or the applicant as appropriate.~~
- ~~hj. Potential adverse effect of the service requested on service to other Customers of the Company. Violation of any other rules of the Company's Commission approved tariff, which adversely affects the safety of the customer or other persons, or the integrity of the Company's system.~~
- ~~ij. Hazards associated with the requested installation or equipment of the applicant.~~
- ~~jk. If the structure(s) is inappropriately located on Company rights of way or easements.~~
- ~~l. Unauthorized use, interference, or diversion of the utility's service by the applicant, or by a previous owner or occupant who remains an occupant.~~

2. Reasons Insufficient to Refuse Service:

The Company shall not refuse to provide service to an applicant for service for any of the following reasons:

- a. Failure of a previous occupant of the premises to pay a delinquent account unless previous occupant continues to reside with new applicant.
- ~~b. Failure to pay the bill of another customer, unless the applicant who is seeking service received substantial benefit and use of the service to that customer, or unless the applicant is the legal guarantor for a delinquent bill.~~
- ~~cb. Failure to pay for non-utility merchandise or non-utility services purchased from or paid through the Company.~~
- ~~de. Failure to pay a bill correcting a previous underbilling due to misapplication of rate schedules, provided the applicant enters a settlement agreement pursuant to these rules.~~

~~3. Written Notification of Refusal to Provide Service:~~

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THE EMPIRE DISTRICT ELECTRIC COMPANY

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For ALL TERRITORY

RULES AND REGULATIONS

- ~~When the Company refuses to provide service to an applicant for service, the Company shall inform the applicant in writing of:~~
- ~~a. The reasons for refusal to provide service.~~
 - ~~b. The conditions, if any, under which service would be provided.~~
 - ~~c. The right to make complaint to the Commission regarding refusal to provide service.~~

~~C. SERVICE CONTRACT~~

- ~~1. Service Contract:~~
- ~~A service application, written or oral, 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 written or oral service contract that is ratified by performance. 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.~~

Comment [AMC1]: Moved – See Sheet No 7a

THE EMPIRE DISTRICT ELECTRIC COMPANY

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For ALL TERRITORY

RULES AND REGULATIONS

3. Written Notification of Refusal to Provide Service:

When the Company refuses to provide service to an applicant for service, the Company shall inform the applicant in writing ~~of. The notice shall include one of the following:~~

- ~~a. Written notice by first class mail sent to the applicant; or~~
- ~~b. Written notice delivered in hand to the applicant; or~~
- ~~c. At least 2 phone call attempts reasonably calculated to reach the applicant.~~

~~The notice or information provided shall contain the following information:~~

- ~~a. The name and address of the applicant and the address where service is being requested~~
- ~~b. How the applicant may comply with the requirements to have service connected.~~
- ~~c. A phone number the applicant may call from the service location without incurring toll charges and the address of the Company prominently displayed where the applicant may make an inquiry.~~
- ~~d. The phone number of the Public Service Commission.~~
- ~~e. A statement in Spanish either –
 - ~~1. Advising the applicant that if they do not read English, to ask someone who does to translate the notice for them;~~
 - ~~or~~
 - ~~2. Advising the applicant to call the Company for assistance if the Company provides phone assistance in Spanish.~~~~

4. ~~Notwithstanding any other provision of this rule, a utility may refuse to commence service temporarily for reasons of maintenance, health, safety, or a state of emergency until the reason for such refusal has been resolved.~~

- ~~a. The reasons for refusal to provide service.~~
- ~~b. The conditions, if any, under which service would be provided.~~
- ~~c. The right to make complaint to the Commission regarding refusal to provide service.~~

C. SERVICE CONTRACT

1. Service Contract:

A service application, written or oral, 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 written or oral service contract that is ratified by performance. 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

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For ALL TERRITORY

RULES AND
REGULATIONS

CHAPTER V

BILLING PRACTICES

This chapter applies to all residential utility service provided by Company and subject to the jurisdiction of the Public Service Commission under the laws of the State of Missouri. This chapter also applies to non-residential utility service unless an exception to the residential standards is noted.

Company will not discriminate against any Customer or prospective Customer for exercising any right granted by this chapter.

The rules set forth in this chapter governing the Company's relations with its Customers and prospective Customers shall be an integral part of the Company's rate schedules.

A. BILLING AND PAYMENT STANDARDS 4 CSR 240-13.020

1. Company shall normally render a bill for each billing period to every Customer in accordance with its rate schedule. Failure of a Customer to receive a bill shall not relieve that Customer of the obligation for payment thereof.
2. Each billing statement rendered by the Company shall 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 when the Customer makes reading the meter unnecessarily difficult. If Company is unable to obtain an actual meter reading for these reasons, where practicable it shall undertake reasonable alternatives to obtain a Customer reading of the meter, such as mailing or leaving postpaid, pre addressed postcards upon which the Customer may note the reading unless the Customer requests otherwise;
 - ~~(3) -When the Company does not obtain an accurate or correct meter reading due to equipment or mechanical failure, when the Company could not reasonably detect such failure given variability in usage at that customer location;~~
 - ~~(4) -When the Company is unable to accurately obtain a meter reading due to human or billing system error, including a remote meter reading device's failure to transmit a reliable reading~~
 - b. Company shall not render a bill based on estimated usage for more than three (3) consecutive billing periods except under conditions described in subsection 2.a of this rule.
 - c. Under no circumstances shall Company render a bill based on estimated usage:
 - (1) Unless the estimating procedures employed by the Company and any substantive changes to those procedures have been approved by the Commission; and
 - (2) As a Customer's initial or final bill for service unless conditions beyond the control of the Company prevent an actual meter reading;

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For ALL TERRITORY

RULES AND
REGULATIONS

12. During the billing period prior to any rate scheduled seasonal rate change, Company shall notify each affected Customer, on the bill or on a notice accompanying the bill, of the direction of the upcoming seasonal rate change and the months during which the forthcoming seasonal rate will be in effect.
13. Customer shall be charged a fee shown on Schedule CA, Credit Action Fees, for each bad check or any type of electronic payment rendered to Company as payment of a bill.

B. BILLING ADJUSTMENTS 4 CSR 240-13.025

For all billing errors, Company will determine from all related and available information the probable period during which such condition existed and shall make billing adjustments for the estimated period involved as follows:

- a. In the event of an overcharge, an adjustment shall be made for the entire period that the overcharge can be shown to have existed, not to exceed sixty (60) consecutive monthly billing periods calculated from the date of discovery, inquiry or actual notification to the Company, whichever comes first.
- b. In the event of an undercharge to a residential Customer, an adjustment shall be made for the entire period that the undercharge can be shown to have existed, not to exceed twelve (12) monthly billing periods calculated from the date of discovery, inquiry or actual notification of the Company, whichever comes first. The Company shall offer the Customer the option to pay the adjusted bill over a period at least double the period covered by the adjusted bill.
- c. In the event of an undercharge to a non-residential Customer, an adjustment shall be made for the entire period that the undercharge can be shown to have existed, not to exceed sixty (60) consecutive monthly billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever comes first.
- d. No billing adjustment will be made where the full amount of the adjustment is less than one dollar (\$1.00).
- e. Where, upon test, an error in measurement is found to be within the limits prescribed by Commission rules, no billing adjustment will be made.
- f. When evidence of tampering, diversion, unauthorized use or misrepresentation of the use of service by a Customer of any class is found, Company will calculate the billing adjustment period in accordance with the applicable statute of limitations for the prosecution of such claim after determining the probable period during which such condition existed from all related and available information. Company may also recover the cost of damages to the meter and costs associated with investigating the tampering or diversion, such as man-hours, truck hours and cost of documenting with photographs.
- g. Interest shall not be payable on undercharges or overcharges to Customers of any class under this section.

C. DEPOSITS AND GUARANTEE OF PAYMENT 4 CSR 240-13.030

1. Company may require a deposit or other guarantee as a condition of new residential service if:
 - a. The Applicant has outstanding with the Company, or a utility providing the same type of service, an unpaid, past due bill which accrued within the last five (5) years and at the time of the request for service remains unpaid and not in dispute. The Company may refuse to provide service to an applicant until both the unpaid bill outstanding with the Company and the required deposit are paid in full.

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For ALL TERRITORY

RULES AND REGULATIONS

- b. The Applicant had more than five (5) late payments within the last twelve (12) consecutive months of service for the same class of service provided by the Company at the same or any other location.
- c. The Applicant, has in an unauthorized manner, interfered with or diverted the service of the Company or another utility providing service to the Customer's premise within the last five (5) years.

~~d. The Applicant, is unable to establish an acceptable credit rating under the standards contained in the Company's tariff filed with and approved by the Commission.~~

~~The new residential Customer shall be deemed *prima facie* to have established an acceptable credit rating if he/she meets any of the following criteria:~~

~~d. The Applicant is unable to establish an acceptable credit rating under standards contained in the Company's commission approved tariff. If the Applicant has insufficient credit history to determine a credit score, then the Applicant shall be deemed to have established an acceptable credit rating if they meet any of the following criteria:~~

- (1) Owns or is purchasing a home; or
- (2) Is and has been regularly employed on a full-time basis for at least one year; or
- (3) Has an adequate regular source of income; or
- (4) Can provide adequate credit references from a commercial credit source.

2. The non-residential Applicant, shall provide at least the following credit information: The Company has the right to request additional information if there are questions about what has been provided. Non-residential customers may be required to provide a security deposit, surety bond, or irrevocable letter of credit as a condition of service.

- a. References from previous utility.
- b. Banking references.
- c. Financial statements.
- d. Reports from commercial credit sources.

3. Company may require a deposit or guarantee as a condition of continued or re-establishing service if:

- a. The service of the Customer has been discontinued by Company for nonpayment of a delinquent account not in dispute; or
- b. In an unauthorized manner, the Customer interfered with or diverted the service of Company situated on or about or delivered to the Customer's premises; or
- c. A residential Customer has failed to pay an undisputed bill on or before the delinquent date for five (5) billing periods out of twelve (12) consecutive monthly billing periods; The Company may not require a deposit from a customer if such customer has consistently made a payment for each month during the twelve (12) consecutive months, provided that each payment is made by the delinquent date; and each payment made is at least seventy five dollars (\$75), or twenty five percent (25%) of the total outstanding balance, provided that the outstanding balance is three hundred dollars (\$300) or less, or to any customer making payments under a payment plan previously arranged with the Company; or
- d. A non-residential Customer has failed to pay an undisputed bill on or before the delinquent date for two out of six (6) consecutive monthly billing periods; and
- e. Prior to requiring a Customer to post a deposit under this subsection, Company has sent the Customer a written notice explaining Company's right to require a deposit or has included such explanation with the written discontinuance notice.

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ISSUED BY Kelly S. Walters, Vice President, Joplin, MO

DATE EFFECTIVE January 1, 2007

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 5 3rd4th Revised Sheet No. 30

Canceling P.S.C. Mo. No. 5 Sec. 5 2nd3rd Revised Sheet No. 30

For ALL TERRITORY

RULES AND REGULATIONS

- (1) Name of Customer;
- (2) Date of payment;
- (3) Amount of payment;
- (4) Identifiable name, signature and title of the Company employee receiving payment; and
- (5) Statement of the terms and conditions governing the payment, retention and return of deposits;

h. ~~Company shall provide means whereby a person entitled to a return of a deposit is not deprived of the deposit refund even though s/he may be unable to produce the original receipt for the deposit; provided s/he can produce adequate identification to ensure that s/he is the Customer entitled to refund of the deposit;—The Company shall not deprive a customer of a deposit return within five (5) years following the date that the customer is due for a deposit return, even though the customer may be unable to provide the original receipt; provided that the customer can produce adequate identification.~~

i. No deposit or guarantee or additional deposit or guarantee shall be required by Company because of race, sex, creed, national origin, marital status, age, number of dependents, source of income, disability or geographical area of residence; and

j. Company shall provide means by which a residential Customer required to make a deposit may pay the deposit in installments unless ~~the Company can show a likelihood that the Customer does not intend to pay for the service;~~

1. Applicant or Customer has in an unauthorized manner, interfered with, or diverted the same type of service within the last five years; or
2. The Applicant or Customer has in an unauthorized manner interfered with, diverted, or used the service of the Company situated on or about or delivered to the premises; or
3. A likelihood that the Applicant or Customer does not intend to pay for the service.

6. In lieu of a deposit, Company may accept a written guarantee. The limit of the guarantee shall not exceed the amount of a cash deposit.

7. A guarantor for a residential Customer shall be released upon satisfactory payment of all undisputed utility charges during the last twelve (12) billing months. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute. Company may withhold the release of the guarantor pending the resolution of a matter in dispute involving discontinuance for nonpayment or tampering, diversion or unauthorized use or interference by the Customer.

D. INQUIRIES 4 CSR 240-13.040

1. Company shall adopt procedures which will ensure the prompt and thorough receipt, investigation and where possible, resolution of inquiries. Company shall submit the procedures to the Commission and Company shall notify the Commission and the Public Counsel of any substantive changes in these procedures prior to implementation.

2. Company shall establish personnel procedures which, at a minimum ensure that:

- a. Qualified personnel shall be available and prepared at all times during normal business hours to receive and respond to all Customer inquiries, service requests and complaints. Company shall make necessary arrangements to ensure that Customers unable to communicate in the English language receive assistance;
- b. Qualified personnel responsible for and authorized to enter into written agreements on behalf of Company shall be available at all times during normal business hours to respond to Customer inquiries and complaints;

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THE EMPIRE DISTRICT ELECTRIC COMPANY

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Canceling P.S.C. Mo. No. 5 Sec. 5 ~~2nd~~3rd Revised Sheet No. 31

For ALL TERRITORY

RULES AND
REGULATIONS

- c. Qualified personnel shall be available at all times to receive and initiate response to Customer contacts regarding any discontinuance of service or emergency condition occurring within Company's service area; and
 - d. Names, addresses and telephone numbers of personnel designated and authorized to receive and respond to the requests and directives of the Commission regarding Customer inquiries, service requests and complaints shall be provided to the Commission.
3. Company shall prepare in written form, information which in layman's terms summarizes the rights and responsibilities of Company and its Customers in accordance with this chapter. The form shall be submitted to the Consumer Services department of the Missouri Public Service Commission, and to the Office of the Public Counsel. This written information shall be displayed prominently, and shall be available at all Company offices open to the general public, and shall be mailed or otherwise delivered to each residential Customer of Company if requested by such Customer. The information shall be delivered or mailed to each new Customer of Company upon the commencement of service and shall be available at all times upon request. The written information shall indicate conspicuously that it is being provided in accordance with the rules of the Commission and shall contain information concerning, but not limited to:
- a. Billing and estimated billing procedures;
 - b. Methods for Customer verification of billing accuracy;
 - c. Customer payment requirements and procedures;
 - d. Deposit and guarantee requirements;
 - e. Conditions of termination, discontinuance and reconnection of service;
 - f. Procedures for handling inquiries;
 - g. Explanation of meter reading procedures which would enable a Customer to read his/her own meter;
 - h. A procedure whereby a Customer may avoid discontinuance of service during a period of absence;
 - i. Complaint procedures under Chapter V. Section I. (4 CSR 240-2.070)
 - j. The telephone number and address of the Customer services office of the Missouri Public Service Commission, the Commission's 800 telephone number, and the statement that the Company is regulated by the Missouri Public Service Commission. (PO Box 360, Governor Office Building, Jefferson City, MO 65102; 800-392-4211)
 - k. The address and telephone number of the Office of Public Counsel (PO Box 7800, Governor Office Building, Jefferson City, MO 65102; 314-751-4857)

[l. An Explanation of the fuel adjustment clause](#)

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 5 1st2nd Revised Sheet No. 33

Canceling P.S.C. Mo. No. 5 Sec. 5 1st ~~Original-Revised~~ Sheet No. 33

For ALL TERRITORY

RULES AND
REGULATIONS

4. Customers presenting frivolous disputes shall have no right to continued service. Company, before proceeding to discontinue the service of a Customer presenting a dispute it deems frivolous, shall advise the Consumer Services Department of the Commission of the circumstances. The Consumer Services Department shall attempt to contact the Customer by telephone and ascertain the basis of the dispute. If telephone contact cannot be made, the Consumer Services Department shall send the Customer a notice by first-class mail stating that service may be discontinued by Company unless the Customer contacts the Consumer Services Department within twenty-four (24) hours. If it appears to the Consumer Services Department that the dispute is frivolous or if contact with the Customer cannot be made within seventy-two (72) hours following Company's report, Company shall be advised that it may proceed to discontinue service. If it appears that the dispute is not frivolous, service shall not be discontinued until ten (10) days after the notice required by Chapter V Section F.5. (4 CSR 240-13.050(5)) has been sent to the Customer by the Company. The Customer shall retain the right to make an informal complaint to the Commission.
5. If a Customer disputes a charge, s/he shall pay to Company an amount equal to that part of the charge not in dispute. The amount not in dispute shall be mutually determined by the parties. The parties shall consider the Customer's prior consumption history, weather variations, the nature of the dispute and any other pertinent factors in determining the amount not in dispute.
6. If the parties are unable to mutually determine the amount not in dispute, the Customer shall pay to Company, at Company's option, an amount not to exceed fifty percent (50%) of the charge in dispute or an amount based on usage during a like period under similar conditions which shall represent the amount not in dispute.
7. Failure of the Customer to pay to Company the amount not in dispute within four (4) working days from the date that the dispute is registered or by the delinquent date of the disputed bill, whichever is later, shall constitute a waiver of the Customer's right to continuance of service and Company may then proceed to discontinue service as provided in this rule.
8. If the dispute is ultimately resolved in favor of the Customer in whole or in part, any excess moneys paid by the Customer shall be refunded promptly.
9. If Company does not resolve the dispute to the satisfaction of the Customer, the Company representative shall notify the Customer that each party has a right to make an informal complaint to the Commission; and of the address and telephone number where the Customer may file an informal complaint with the Commission. If a Customer files an informal complaint with the Commission prior to advising the Company that all or a portion of a charge is in dispute, the Commission shall notify the Customer of the payment required by sections E.5. or E.6.
10. ~~The Company is not required to comply with these rules prior to the discontinuance of service where the dispute registered with the Company involves the same customer, the same facts, and the same question regarding the validity of a charge as those involved in a prior informal or formal complaint filed by the customer and resolved in favor of the Company. The Company may treat a Customer complaint or dispute involving the same question or issue based upon the same facts as already determined and is not required to comply with these rules more than once prior to discontinuance of service.~~

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THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 5 ~~2nd3rd~~ Revised Sheet No. 35

Canceling P.S.C. Mo. No. 5 Sec. 5 ~~1st2nd~~ Revised Sheet No. 35

For ALL TERRITORY

RULES AND
REGULATIONS

- e. The failure of a previous owner or occupant of the premises to pay an unpaid or delinquent bill except where the previous occupant remains an occupant or user; or
- f. The failure to pay a bill correcting a previous underbilling, whenever the Customer claims an inability to pay the corrected amount, unless Company has offered the Customer a payment arrangement equal to the period of underbilling.
3. On the date specified on the notice of discontinuance or within ~~(30) thirty eleven (11) business~~ days after that, and 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. 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. After the ~~(30) thirty eleven (11) business~~ day effective period of the notice, all notice procedures required by this rule shall again be followed before the Company may disconnect service.
4. The notice of discontinuance shall contain the following information:
 - a. The name and address of the Customer and the address, if different, where service is rendered;
 - b. A statement of the reason for the proposed discontinuance of service and the cost for reconnection;
 - c. The date on or after which service will be discontinued unless appropriate action is taken;
 - d. How a Customer may avoid the discontinuance;
 - e. The possibility of a settlement agreement if the claim is for a charge not in dispute and Customer is unable to pay the charge in full at one (1) time; and
 - f. A telephone number the Customer may call from the service location without incurring toll charges and the address of the Company prominently displayed where the Customer may make an inquiry. Charges for measured service are not toll charges for purposes of this rule.
5. Company shall not discontinue service pursuant to section F.1 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 E.5. or 6. (4 CSR 240-13.045(5) or (6)) 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, unless Company inadvertently issues the notice, in which case Company shall take necessary steps to withdraw or cancel this notice.

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ISSUED BY Kelly S. Walters, Vice President, Joplin, MO

DATE EFFECTIVE June 15, 2011

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 5 2nd3rd Revised Sheet No. 36

Canceling P.S.C. Mo. No. 5 Sec. 5 4st2nd Revised Sheet No. 36

For ALL TERRITORY

RULES AND
REGULATIONS

6. Notice to multi-dwelling unit buildings and/or non-Customer occupants shall be provided as follows:
- a. 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 a 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 the structure is a single-metered multi-dwelling unit residential building. The 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.
 - b. 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 and for which a single Customer is responsible for payment for service to all units in the building or at a residence in which the occupant using utility service is not Company's Customer, Company shall give the occupant(s) written notice of Company's 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, and
 - c. 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.
 - d. In the case of a multi-dwelling unit residential building where each unit is individually metered and the Company seeks to discontinue service for any lawful reason to at least one (1) but not all of the units in the building, and access to a meter that is subject to discontinuance is restricted, such as where the meter is located within the building, the Company may send written notice to the owner/landlord of the building or the owner/landlord's agent (owner) requesting the owner to make arrangements with the Company to provide access to such meter(s). If within ten (10) days of receipt of the notice, the owner fails to make reasonable arrangements to provide the Company access to such meter(s) within thirty (30) days of the date of the notice, or if the owner fails to keep such arrangements, the Company shall have the right to gain access to its meter(s) for the purpose of discontinuing utility services the owner's expense. Such expense may include, but shall not be limited to costs to pursue court-ordered access to the building, such as legal fees, court costs, sheriff's law enforcement fees, security costs, and locksmith charges. The Company's right to collect the costs for entry to its meter will not be permitted if the Company fails to meet the obligation to keep the access arrangements agreed upon between the owner and the Company. Notice by the Company under this section shall inform owner (a) of the Company's need to gain access to its meter(s) to discontinue utility service to one (1) or more tenants in the building, and (b) of the owner's liability in the event that owner fails to make or keep access arrangements. The notice shall state the Company's normal business hours. The Company shall render one (1) or more statements to the owner for any amounts due to the Company under this section. Any such statement shall be payable by the delinquent date stated thereon, and shall be subject to late payment charges at the same rate provided in the Company's tariff pertaining to general residential service.
7. At least twenty-four (24) hours preceding a discontinuance, 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 F.4, a door hanger or at least two (2) telephone call attempts reasonably calculated to reach the Customer.
8. Immediately preceding the discontinuance of service, the employee of the Company designated to perform such 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.

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ISSUED BY Kelly S. Walters, Vice President, Joplin, MO

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THE EMPIRE DISTRICT ELECTRIC COMPANY

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Canceling P.S.C. Mo. No. 5 Sec. 5 ~~4st~~^{2nd} Revised Sheet No. 36

For ALL TERRITORY

RULES AND REGULATIONS

~~9. Notwithstanding any provision of this rule, Company shall postpone a discontinuance for a time not in excess of twenty one (21) days if 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. Any person who alleges an emergency, if requested, shall provide Company with reasonable evidence of the necessity.~~

Comment [AMC1]: Moved to Sheet No. 37

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Canceling P.S.C. Mo. No. 5 Sec. 5 ~~2nd~~3rd Revised Sheet No. 37

For ALL TERRITORY

RULES AND
REGULATIONS

~~9. Notwithstanding any provision of this rule, Company shall postpone a discontinuance for a time not in excess of twenty-one (21) days if 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. Any person who alleges an emergency, if requested, shall provide Company with reasonable evidence of the necessity.~~

Comment [AMC1]: Moved from Sheet No 36

10. Notwithstanding any other provision of this rule, Company may discontinue any service temporarily for reasons of maintenance, health, safety or a state of emergency.

11. Upon the Customer's request, Company shall restore service consistent with all other provisions of this chapter 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, but no later than 7:00 p.m., and in any event, restoration shall be made not later than the next working day following the day requested by the Customer. Company shall charge the Customer a fee for restoration of service as provided in Schedule CA, Credit Action Fees.

G. COLD WEATHER MAINTENANCE OF SERVICE: Provision of Residential Heat-Related Utility Service During Cold Weather
4 CSR 240-13.055

1. This rule protects the health and safety of residential Customers receiving heat-related utility service by placing restrictions on discontinuing and refusing to provide heat-related utility service from November 1 through March 31 due to delinquent accounts of those Customers.

2. This rule takes precedence over other rules on provision of heat-related utility service from November 1 through March 31 annually.

3. Notice Requirements. From November 1 through March 31, prior to discontinuance of service due to nonpayment, Company shall:

a. Notify the Customer, at least ten (10) days prior to the date of the proposed discontinuance, by first class mail, and in the case of a registered elderly or disabled Customer the additional party listed on the Customer's registration form of Company's intent to discontinue Service. The contact with the registered individual shall include initially two (2) or more telephone call attempts with the mailing of the notice;

b. Make further attempts to contact the Customer within ninety-six (96) hours preceding discontinuance of service either by a second written notice as in subsection 3.a., sent by first class mail; or a door hanger; or at least two (2) telephone call attempts to the Customer;

c. Attempt to contact the Customer at the time of the discontinuance of service in the manner specified in Section F.8 (4 CSR 240-13.050(8))

d. Make a personal contact on the premises with a registered elderly or disabled Customer or some member of the family above the age of fifteen (15) years, at the time of the discontinuance of service; and

e. Ensure that all notices and contacts required in this subsection describe the terms for continuance of service under this rule, including the method of calculating the required payments, the availability of financial assistance from the Family Support Division and social service or charitable organizations that have notified Company that they provide that assistance, and the identity of those organizations.

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Canceling P.S.C. Mo. No. 5 Sec. 5 1st2nd Revised Sheet No. 40

For ALL TERRITORY

RULES AND
REGULATIONS

11. If Company refuses to provide service pursuant to this rule and the reason for refusal of service involves unauthorized interference, diversion or use of the Company's service situated or delivered on or about the Customer's premises, Company shall maintain records concerning the refusal of service which at a minimum shall include: the name and address of the person denied reconnection, the names of all company personnel involved in any part of the determination that refusal of service was appropriate, the facts surrounding the reason for the refusal and any other relevant information.

H. SETTLEMENT AGREEMENTS AND EXTENSION AGREEMENTS 4 CSR 240-13.060

1. When Company and a Customer arrive at a mutually satisfactory settlement of any dispute or the Customer does not dispute liability to Company but claims inability to pay the delinquent charges in full, Company and the Customer may enter into ~~an extension or~~ settlement agreement. A settlement agreement which extends beyond ninety (90) sixty (60) days shall be in writing and mailed or otherwise delivered to the Customer.
2. Every ~~payment settlement~~ agreement resulting from the Customer's inability to pay the delinquent charges in full shall provide that service will not be discontinued if the Customer initially pays the amount of the delinquent charges specified in the agreement and agrees to pay a reasonable portion of the remaining delinquent charges in installments and each subsequent bill on or before the delinquent date each month until all delinquent charges are paid in full. For purposes of determining reasonableness, the parties will consider the following: The size of the delinquent balance; the Customer's ability to pay; the Customer's payment history; the time that the debt has been outstanding; the reasons why the debt has been outstanding; and any other relevant factors relating to the Customer's service. Such a payment agreement shall not exceed twelve (12) months duration, unless the customer and the Company agree to a longer period.
3. If a Customer fails to comply with the terms and conditions of a settlement agreement, Company may discontinue service after notifying the Customer in writing, by personal service or first-class mail in accordance with notice requirements in Section F (4 CSR 240-13.050). that the Customer is in default of the settlement agreement; the nature of the default; that unless full payment of all balances due is made, Company will discontinue service; and the date upon or after which service will be discontinued.
- ~~4. Company may enter into an extension agreement upon the request of a Customer who claims an inability to pay the bill in full.~~

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