

THE EMPIRE DISTRICT ELECTRIC COMPANY

Sec. 2 2nd Revised Sheet No. 2
Cancelling P.S.C. Mo. No. 4For AURORA, MARIONVILLE, VERONANo supplement to this tariff will be issued except
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RULES AND REGULATIONS

CHAPTER I

DEFINITION OF TERMS USED IN THESE RULES AND REGULATIONS

Apartment House:

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:

Any person making application to the Company for service.

Bill:

Means a written 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:

A utility service usage period of approximately one-twelfth of year, except for initial, corrected or final bills.

Class of Service:

Considered to cover only one customer classification. Customer classifications include: Residential, Commercial, Industrial, Municipal or Governmental, etc.

Company:

The Empire District Electric Company.

Contract Year:

The term contract year shall refer, unless otherwise designated, to 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.

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:

Any person taking service or having contracted to take service for use in a single enterprise at a single location.

Cycle Billing:

A system employed by the Company which results in the rendition of bills for utility service to various customers on different days of any billing period.

Delinquent Account:

A bill remaining unpaid by a customer beyond the delinquent date.

Discontinuance of Service:

An intentional cessation of service by the Company not requested by a customer.

Electronic Bill (ebill)

A bill delivered to an electronic address selected by the customer that can be viewed on a computer screen.

Estimated Bill:

A bill for utility service which is not based on an actual reading by an authorized utility representative of the meter or other registering device for the period billed.

Final Bill

Means a bill rendered for services through the final date of service.

House:

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 single-family residential occupancy.

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For AURORA, MARIONVILLE, VERONA

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Initial Bill

Means the first bill rendered by a utility for a customer's service.

In Dispute:

Any matter regarding a customer's utility service which is the subject of a disagreement or complaint by a customer and which the customer pursues under these rules.

Location:

The premises, owned or occupied by the customer, where service is rendered to the customer by the Company, being one integral parcel of land.

Month:

The term month, as used in rate schedules, regulations and contracts, shall refer, unless otherwise designated, to a period of time equal to one-twelfth of a year usually identified by the calendar month in which a majority of the period of time falls. There may be one or two months between successive regular meter readings by the Company as provided for in the individual rate schedules.

Payment

Means cash, draft of good and sufficient funds 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.

Person:

An individual, association, corporation, partnership, receiver, firm, trustee, or governmental agency.

Point of Delivery:

The point at the customer's curb line where Company's service lines end and the customer's service line begins.

Rendition of Bill:

The date a bill is mailed, electronically delivered, or hand delivered by the Company to a Customer.

Service:

The maintaining by the Company, at the point of delivery, of water, available for customer's use.

Settlement Agreement:

An agreement between a customer and the Company which purports to resolve any matter in dispute between the parties or provides for the payment of moneys not in dispute over a reasonable period of time.

Subdivision:

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:

A cessation of utility service requested by the customer.

Utility:

An electric, gas or water corporation as those terms are defined in Missouri State Statutes.

Utility Service:

The usage of water.

Utility Charges:

The rates for utility service and other charges authorized by the Commission

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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 of 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.

5. 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:

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- 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 water 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 water service. 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 post a deposit when applicable under the terms of Chapter V, Section C.
- d. Misrepresentation of identity or facts for the purpose of obtaining the service or failure to provide proper identification upon request by the Company.
- e. Violation of federal, state or local laws or regulations.
- f. Documented violation of the rules and regulations of the Company.
- g. Inability of the Company, due to inadequate facilities, to provide the service requested.
- h. Potential adverse effect of the service requested on service to other Customers of the Company.
- i. Hazards associated with the requested installation or equipment of the applicant.
- j. If the structure(s) is inappropriately located on Company rights of way or easements.

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.
- c. Failure to pay for non-utility merchandise or non-utility services purchased from or paid through the Company.
- d. 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:

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.

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.

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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.
 - (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 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.

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- a. The customer has outstanding with a utility providing the same type of service, an unpaid service account which accrued within the last five years and at the time of the request for service, remains unpaid and not in dispute.
- b. The customer has in an unauthorized manner interfered with or diverted the service of a utility providing the same service situated on or about or delivered to the customer's premises within the last five years.
- c. If the customer is unable to establish an acceptable credit rating under standards contained in the Company's commission approved tariff. If the customer has insufficient credit history to determine a credit score, then the customer 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.
 - (2) Is and has been regularly employed on a full-time basis for at least one year.
 - (3) Has an adequate regular source of income.
 - (4) Can provide adequate credit references from a commercial credit source.
2. Company may require a security deposit or other guarantee as a condition of continued or re-establishing service due to any of the following:
 - a. The service of the customer has been discontinued by the Company for nonpayment of a delinquent account not in dispute.
 - b. In an unauthorized manner, the customer interfered with or diverted the service of the Company on or about or delivered to the customer's premises.
 - c. A residential customer has failed to pay an undisputed bill before the delinquency date for five billing periods out of twelve consecutive billing periods.
 - d. A customer other than residential has failed to pay an undisputed bill before the delinquency date for two billing periods out of six consecutive billing periods.
3. No deposit shall be required by the Company because of a customer's race, sex, creed, national origin, marital status, age, number of dependents, source of income, or geographical area of residence.
4. A security deposit required pursuant to these rules is subject to the following terms and conditions:
 - a. A deposit will not exceed the utility charges applicable to one billing period plus thirty days and shall be computed on the basis of the estimated annual billing for service, unless the security deposit is required under the terms of section 2 of this rule, in which case the deposit will not exceed two times the highest bill of that customer during the preceding twelve months.

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- h. Company will apply deposit standards uniformly as a condition of utility service to all residential customers.
- i. Company will provide means whereby a residential customer, required to make a deposit, may pay such a deposit in installments unless:
 - 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.
- 5. In lieu of a security deposit required by these rules, Company may accept the written guarantee of a responsible party as surety for a customer service account.
- 6. A guarantee accepted by the Company is subject to the following terms and conditions:
 - a. It will be in writing and shall state the terms of guarantee and the maximum amount guaranteed. The Company will not hold the guarantor liable for sums in excess of the maximum amount of the required cash deposit unless the guarantor consents thereto in a separate written instrument.
 - b. Credit will be established for the customer and the guarantor shall be released upon satisfactory payment by the customer of all proper charges for utility service for a period of twelve successive months. For purposes of this rule, payment is satisfactory if, as to undisputed bills, it is made prior to the date upon which the bill becomes delinquent. Payment of a disputed bill will be satisfactory if made within ten days of resolution or withdrawal of the dispute. The Company may withhold the release of the guarantor pending the resolution of a matter in dispute involving discontinuance for nonpayment of unauthorized interference by the customer.
- 7. Company may apply all deposits subject to refund against existing undisputed utility charges, provided the amount of the refund is identified and disclosed on the bill. Deposits otherwise subject to refund may be withheld pending the outcome of any dispute.

C. Discontinuance of Service

- 1. Company may discontinue service to any customer for one or more of the following reasons:
 - a. Nonpayment of a delinquent account.
 - b. Failure to post a security deposit or guarantee acceptable to the Company.
 - c. Unauthorized interference, diversion or use of the utility service situated or delivered on or about the customer's premises. The above includes the following:
 - (1) If connections or any device are found on the premises of a customer of Company which would prevent the meter from registering the total water used or to be used; or
 - (2) If customer or anyone connected with him has tampered with, or shall by any manner or means prevent the total water used on his premises from being registered by the meter installed on said premises for such purposes; or
 - (3) If Company installs a check meter in series with the meter provided for customer and the check meter indicates that a greater amount of water is being used by such customer, and upon such showing, both the check meter and the meter provided for customer be tested and found to be commercially correct.
 - d. Failure to comply with the terms and conditions of a settlement agreement.
 - e. Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purpose of inspection, meter reading, maintenance or replacement.
 - f. Misrepresentation of identity for the purpose of obtaining utility service.

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24. The Company shall not be required to provide notice to customers of possible discontinuance or to discontinue water service because of delinquent sewer bills unless there is in place between Company and the sewer service provider a valid and binding contract which provides for reimbursement to the Company for the full cost for such services and also provides for full indemnification of the Company for any costs incurred by the Company, including damages due to the Company's own negligence, in discontinuing water service pursuant to the contract with such sewer provider.

D. Settlement Agreements

1. When Company and customer arrive at a mutually satisfactory settlement of any dispute or the customer does not dispute liability to the Company but claims inability to pay the outstanding bill in full, Company and the customer may enter into a settlement agreement. A settlement agreement which extends beyond ninety (90) days shall be in writing and mailed or otherwise delivered to the customer.
2. Every payment agreement resulting from the customer's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the customer pays the amount of the outstanding bill specified in the agreement and agrees to pay a reasonable portion of the remaining outstanding balance in installments until the bill is paid. For purposes of determining reasonableness, the parties will consider the following: the size of the delinquent account; the customer's ability to pay; the customer's payment history; the time that the debt has been outstanding; the reasons why 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: 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 within five days from the date of mailing, Company will discontinue service; and, the date upon or after which service will be discontinued.