

THE EMPIRE DISTRICT ELECTRIC COMPANY

Sec. 2 2nd Revised Sheet No. 2
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.

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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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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 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. 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 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).
 - 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 4 CSR 240-13.030.
 - 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. As provided by State or Federal law..
 - f. Documented violation of the rules and regulations of the Company.
 - g. 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.
 - h. 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.
 - 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.
 - k. 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.
 - 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.
 - 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. 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.

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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.

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 A2f 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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4. If a customer fails to report usage to the Company, the Company shall obtain a meter reading at least annually. The Company will notify the customer that if usage is not reported regularly by the customer and if the customer fails, after written request, to grant access to the meter, then service may be discontinued pursuant to Section C following.
5. Company will bill its customers on a cyclical basis so each individual customer receives each billing on or about the same day of each billing period. If Company changes a meter reading route or schedule which results in a change of nine (9) days or more to the billing cycle, notice shall be given to the affected Customer at least fifteen (15) days prior to the date the Customer receives a bill based on the new cycle.
6. Company will permit each residential customer at least twenty-one (21) calendar days from the date of rendition of each bill for payment in full. All other customers will be permitted at least ten (10) calendar days. If the last calendar day for remittance falls upon a Sunday, legal holiday, or any other day when the offices of the Company regularly used for the payment of customer bills are not open to the general public, the final payment date will be extended through the next business day. The date of payment for remittance by mail is the date on which the Company receives the remittance. All bills not paid by the last calendar day for remittance are delinquent.
7. Every bill for utility service will clearly state:
 - a. The beginning and ending meter readings of the billing period and the dates thereof.
 - b. The date when the bill will be due and the date when it will be considered delinquent.
 - c. Any previous balance.
 - d. The amount due for water usage.
 - e. The amount due for other authorized charges.
 - f. The total amount due.
 - g. The address of the Company designating where the customer may initiate an inquiry or complaint regarding the bill as rendered or the service provided.
 - h. License, occupation, gross receipts, franchise, and sales taxes.
8. Company will render a separate billing for service provided at each address unless otherwise requested by the customer and agreed to by the Company.
9. Company may include charges for special services together with utility charges on the same bill if the charges for special services are designated clearly and separately from utility charges. If partial payment is made, the Company will first credit all payments to the balance outstanding for utility charges.
10. At locations where, as provided under Chapter II, section C4 hereof, service is not to be disconnected upon vacation of premises, a customer desiring to terminate service shall notify the nearest Company office, and receive, either in person at the office, or by mail, a regular card form for final meter reading by customer. Upon return of the final meter reading to the Company office either by mail or in person, settlement of the customer's account may be completed, either directly or by mail.

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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. Guarantee of Payment

- 1. Company may require a security deposit or other guarantee as a condition of new service due to any of the following:

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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. 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. 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 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 shall not exceed two (2) times the highest bill for utility charges actually incurred or estimated (such estimate may include usage previous to the customer at that premise) to be incurred by the Customer during the most proximate twelve (12) months period at the service premises, or, in the case of a new Residential Customer who is assessed a deposit under subsection 1.d (unable to establish an acceptable credit rating), two (2) times the average of the estimated monthly bill for a yearly period for utility charges at the requested service premises;

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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. Payment of a disputed charge shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute. 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 shall maintain records which show the name of each Customer who has posted a deposit, the current address of the Customer, the date and amount of deposit, the date and amount of interest paid, and information to determine the earliest possible refund date.
- 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.
 - (4) Identifiable name, signature, and title of the Company employee who received the payment; and
 - (5) Statement of the terms and conditions governing the payment, retention, and return of deposit;
- 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.

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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.

D. 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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Sec. 2 3rd Revised Sheet No. 15
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. 2 2nd Revised Sheet No. 15

RULES AND REGULATIONS

- 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.
 - i. As provided by state or federal law.
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.
 - d. The failure to pay the bill of another Customer, unless the Customer whose service is sought to be discontinued received substantial benefit and use of the service;
 - 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 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 day effective period of the notice, all notice procedures required by this rule shall again be followed before the Company may disconnect service.
 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 discontinue 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.

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Sec. 2 4th Revised Sheet No. 16
Cancelling P.S.C. Mo. No. 4For AURORA, MARIONVILLE, VERONANo supplement to this tariff will be issued except
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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.

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 at 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.

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 water by customer may have to be paid for by customer.

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Sec. 2 2nd Revised Sheet No. 17
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

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.
13. Company, in attempting to resolve the dispute in a mutually satisfactory manner, may employ telephone communications, personal meetings, on-site visits or any other technique reasonably conducive to settlement of the dispute.
14. The failure of a customer who has lodged a dispute to cooperate in the investigation of that dispute, to respond to the Company's offer to negotiate, or to enter into a reasonable settlement agreement shall constitute a waiver of the customer's right to continuance of service and Company may not less than five days after provision of the notice required by these rules, proceed to discontinue service unless the customer files an informal complaint with the Commission within the five day period.
15. 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, will advise the Consumer Services Division of the Commission of the circumstances.
16. If a customer makes a complaint on a disputed bill, he shall pay to the Company an amount equal to that part of the bill 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.
17. If the Company and the customer are unable to mutually determine the amount not in dispute, the customer shall pay to the Company at the Company's option, fifty percent (50%) of the bill in dispute or an amount based on usage during a like period and under similar conditions which shall represent the amount not in dispute.
18. Failure of the customer to pay to the Company the amount not in dispute within four (4) working days from the date that the complaint is lodged shall constitute a waiver of the customer's right to continuance of service and the Company may then proceed to discontinue service as provided in this rule.
19. If the dispute is ultimately resolved in favor of the customer in whole or in part, any excess moneys paid by the customer will be refunded promptly.
20. If the Company does not resolve the complaint to the satisfaction of the customer, the Company representative shall advise the customer that each party has a right to register an informal complaint with the Commission; and of the address and telephone number where the customer may file an informal complaint with the Commission.
21. 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.
22. The provisions concerning disputed bills and payment thereon contained in paragraphs 16 through 20 of these regulations shall not apply when the dispute concerns the amount of a sewer bill or charges related thereto. The Company shall instead refer the customer raising such a dispute to the proper department at the sewer provider.

THE EMPIRE DISTRICT ELECTRIC COMPANY

Sec. 2 1st Revised Sheet No. 18
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. 18
Which was issued 09/15/93

RULES AND REGULATIONS

- 23. The Company shall not be liable in damages, whether direct or consequential, to the Customer due to discontinuance of water service for non-payment of a delinquent sewer bill when the Company has followed the procedures specified in the agreement between the Company and the sewer provider unless such damages are caused by the negligence of the Company in discontinuing the water service.
- 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.

E. 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.