P.S.C. MO. No.<u>4</u> Cancelling P.S.C. MO. No.<u>3</u>

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

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## THE EMPIRE DISTRICT ELECTRIC COMPANY

(name of corporation or municipality)

# SCHEDULE OF RATES For Water

APPLYING TO THE FOLLOWING TERRITORY\_\_

Aurora, Marionville, Verona

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and the second second

ISSUED\_JULY 11, 1978 month day year

BY

EFFECTIVE JULY 13, 1978month day year

1

JUL 2 4 1978

R, C. ALLEN PR

PRESIDENT title

JOPLIN, MISSOURI address of officer



WATER AUTHORITY ORDER NO.104

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION			P.S.C. Mo. No.	4
THE EMPIRE DISTRICT ELECTRIC COMPANY	<b>S a a</b>	^	2nd Revised	4
	Sec.	<u>A</u> -	<u></u>	4
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except	Sec.	А	1st Revised Original Sheet No.	1
for the purpose of cancelling this tariff.	<u> </u>		Which was issued	11-07-02

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Section 1	Sheet Number
Water Service, Schedule WA	1
Other Service Charges, Schedule OSC	<u>3</u>

#### Section 2

Rules and Regulations 1

CANCELLED August 8, 2020 Missouri Public Service Commission WM-2020-0156; YW-2021-0008

FILED Missouri Public Service Commission WR-2012-0300; YW-2013-0204

DATE EFFECTIVE November 23, 2012

#### For \_\_\_\_\_AURORA, MARIONVILLE, VERONA\_\_\_

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

# Sec. A \_\_\_\_\_<sup>5</sup> Revised Sheet No. \_\_\_\_\_ Cancelling P.S.C. Mo. No. \_\_\_\_\_ Sec. A \_\_\_\_ Original Sheet No. \_\_\_\_\_ Which was issued \_\_\_\_\_7-24-78

P.S.C. Mo. No.

4

#### TABLE OF CONTENTS

Sheet Number

Section 1

Water Service, Schedule WA	1
Other Service Charges, Schedule OSC +	3

Section 2

**Rules and Regulations** 

CANCELLED November 23, 2012 Missouri Public Service Commission WR-2012-0300; YW-2013-0204

-7 // 122 DATE OF ISSUE ISSUED BY D. W. Gibson, Vice President, Joplin, MO

DATE EFFECTIVE

12/23/02

State of Missouri, Public Service Commission	Sec	Original SHEET	No
HE EMPIRE DISTRICT ELECTRIC COMPANY	Cancel	ling P. S. C. MO. No	
or AURORA, MARIONVILLE, VERONA	Sec	Noriginal SHEET Revised REET Which Was-issued	ived
TABLE OF	CONTENTS	) ) ) ) ) ) ) ) ) ) ) ) ) ) ) ) ) ) )	1978
		Eliss Puiris Carriso	DURI Priomissio
	ł	Sheet Number	
Section 1 1. Water Service, Schedule	e WA	1	
Section 2 Rules and Regulations			
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	CANCELLED		
	DED 8 9 200	2	
· · ·	By 15th Con	unission.	
<b>.</b>	MISEDURI	l .	
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		FILED	
· · ·		JUL 2 4 1978	
	ļ.	ublic Service Commi	ssion
WATER AUTHORITY	[ <b>P</b> ]	IDIC SELVICE COMMU	- '
ORDER NO.104		JUL 2 4 197	/8

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STATE OF MISSOURI, PUBLIC SERVICE COMMISS	DION		P.5	.C. MO. NO.	4	-
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec.	_1_8	<u>8th</u> Revised Canceling P.S		<u> </u>	-
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except For the purpose of canceling this tariff.	Sec.		<u>7th</u> Revised Which was	Sheet No.	1 11-21-05	_
	WATER SERVICE SCHEDULE WA					

#### AVAILABILITY:

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

# MONTHLY RATE:

Customer Charge:	
Meter 5/8" or less +	\$ 12.93
Meter 1" +	28.32
Meter 2" +	84.76
Meter 4" +	259.14
Meter 6" +	515.46
Consumption Charge:	
First 100,000 gallons, per thousand gallons +	\$ 4.30
Over 100,000 gallons, per thousand gallons +	1.52
TANK WATER:	
Per 1,000 gallons or less +	\$ 18.35

#### PRIVATE FIRE PROTECTION SERVICE CHARGE:

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

#### PUBLIC FIRE HYDRANT SERVICE CHARGE:

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

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

Where: N = Number of Public Fire Hydrants in service within the community at the Date of Determination

- R = Annual Rental Charge of \$159.83 per fire hydrant
- A = Number of Customers within the community receiving service under Schedule WA at the Date of Determination.

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

#### PAYMENT:

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

CANCELLED August 8, 2020 Missouri Public Service Commission WM-2020-0156; YW-2021-0008

FILED Missouri Public Service Commission WR-2012-0300; YW-2013-0204

DATE EFFECTIVE

November 23, 2012

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION	P.S.C. Mo. No. <u>4</u>
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec. <u>1</u> <u>7th</u> Revised Sheet No. <u>1</u> Canceling P.S.C. Mo. No. <u>4</u>
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except	Sec. <u>1 6th</u> Revised Sheet No. <u>1</u>
For the purpose of canceling this tariff.	Which was issued <u>11-07-02</u>
	ER SERVICE HEDULE WA
AVAILABILITY: This schedule is available for water service on an a Company.	nnual basis to any customer located along the water lines of the
MONTHLY RATE:	
Customer Charge: Meter 5/8" or less + Meter 1" + Meter 2" +	
Meter 4" + Meter 6" + Consumption Charge:	
First 100,000 gallons, per thousand gallons + Over 100,000 gallons, per thousand gallons +	
TANK WATER: Per 1,000 gallons or less +	\$ 14.51
	rate fire protection system is required to install special or additional e Customer's regular water service, the Customer will pay a monthly apany.
	nmunity served shall be determined annually in accordance with the ater service bill rendered to customers served on this schedule who
Monthly Charge	$= \frac{N \times R}{A \times 12}$
Where: N = Number of Public Fire Hydrants in servi	ice within the community at the Date of
CANCELLED Determination November 23, 2012 R = Annual Rental Charge of \$159.83 per fil	
Missouri Public A = Number of Customers within the comm Service Commission 2012-0300: YW-2013-0204 Date of Determination.	unity receiving service under Schedule WA at the

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

#### PAYMENT:

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

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

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

DATE EFFECTIVE January 5, 2006

THE EMPIRE DISTRICT ELECTRIC COMPANY			
	Sec.	1_6th_Revised Sheet No.	1
		Cancelling P.S.C. Mo. No.	4
For AURORA, MARIONVILLE, VERONA	_		
No supplement to this tariff will be issued except	Sec.	1_5th Revised Sheet No.	1
For the purpose of cancelling this tariff.		Which was issued0	2-13-94
	WATER SERVICE		
	SCHEDULE WA		
AVAILABILITY:			
This schedule is available for water service of	n an annual basis to	any customer located along the wate	er lines of the

MONTHLY RATE:

Company.

Customer Charge:		
Meter 5/8" or less +	\$ 7.52	
Meter 1" +	16.47	
Meter 2" +	49.29	
Meter 4" +	150.71	
Meter 6" +	299.85	
Consumption Charge:		
First 100,000 gallons, per thousand gallons +	\$ 2.50	
Over 100,000 gallons, per thousand gallons +	0.88	
TANK WATER:		
Per 1,000 gallons or less +	\$ 10.67	

#### PRIVATE FIRE PROTECTION SERVICE CHARGE:

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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

#### PUBLIC FIRE HYDRANT SERVICE CHARGE:

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

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

Where: N = Number of Public Fire Hydrants in service within the community at the Date of Determination

- R = Annual Rental Charge of \$159.83 per fire hydrant +
- A = Number of Customers within the community receiving service under Schedule WA at the Date of Determination.

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

#### PAYMENT:

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

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

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

/7 DATE OF ISSUE

ISSUED BY D.W. Gibson, Vice President, Joplin, MO

DATE EFFECTIVE

02

P.S.C. Mo. No.

MONTHLY RATE:       CANUSLIL         Customer Charge:       Meter 5/8" or less         Meter 1"       DEC 2 9 1993         Meter 2"       36 81	STATE OF MISSOURI, PUBLIC SERVICE COMMISSION	P.S.C. Mo. No4
For	THE EMPIRE DISTRICT ELECTRIC COMPANY	
For		
for the purpose of cancelling this tariff. Which was issued 02-15-93 WATER SERVICE SCHEDULE WA AVAILABILITY: This schedule is available for water service on an annual basis to any customer located along the water lines of th Company. MONTHLY RATE: Customer Charge: Meter 5/8" or less Meter 1" DEC 29 1993 Meter 2" Meter 2 Mete	ForAURORA, MARIONVILLE, VERONA	
WATER SERVICE SCHEDULE WA         AVAILABILITY: This schedule is available for water service on an annual basis to any customer located along the water lines of th Company.         MONTHLY RATE: Customer Charge: Meter 5/8" or less         MECEIVED         Meter 1"       DEC 2.9 2002         \$ 5.62 Meter 1"       DEC 2.9 1993         Meter 2"       36.81	No supplement to this tariff will be issued except	
AVAILABILITY: This schedule is available for water service on an annual basis to any customer located along the water lines of th Company. MONTHLY RATE: Customer Charge: Meter 5/8" or less	for the purpose of cancelling this tariff.	Which was issued <u>02-15-93</u>
AVAILABILITY: This schedule is available for water service on an annual basis to any customer located along the water lines of th Company. MONTHLY RATE: Customer Charge: Meter 5/8" or less		TER SERVICE
This schedule is available for water service on an annual basis to any customer located along the water lines of the Company.  MONTHLY RATE: Customer Charge: Meter 5/8" or less Meter 1" DEC 2 9 2002 \$ 5.62 DEC 2 9 1993 DEC 2 9 1993	sc	HEDULE WA
Meter 5/8" or less	AVAILABILITY:	
Meter 1"	This schedule is available for water service on an a Company. MONTHLY RATE:	
Meter 2"	This schedule is available for water service on an a Company. MONTHLY RATE: Customer Charge:	CANCELLED RECEIVED
Meter 4"	This schedule is available for water service on an a Company. MONTHLY RATE: Customer Charge:	CANCELLED RECEIVED
	This schedule is available for water service on an a Company. MONTHLY RATE: Customer Charge: Meter 5/8" or less	CANCELLED RECEIVED DEC 2 8 2002 \$ 5.62 DEC 2 9 1993
Meter 6"	This schedule is available for water service on an a Company. MONTHLY RATE: Customer Charge: Meter 5/8" or less	CANCELLED RECEIVED DEC 2 8 2002 \$ 5.62 DEC 2 9 1993
Consumption Charge:	This schedule is available for water service on an a Company. MONTHLY RATE: Customer Charge: Meter 5/8" or less	CANCELLED RECEIVED DEC 2 8 2002 \$ 5.62 DEC 2 9 1993
First 100,000 gallons, per thousand gallons	This schedule is available for water service on an a Company. MONTHLY RATE: Customer Charge: Meter 5/8" or less Meter 1" Meter 2" Meter 4" Meter 6" Consumption Charge:	CANCELLED         RECEIVED           DEC 9 8 2002         \$ 5.62         DEC 2 9 1993           12.30         36.81           112.56MO. PUBLIC SERVICE CON           23.95

#### TANK WATER:

Per 1,000 gallons or less	Ŝ	7.97
Per 1,000 gallons of less	ş	1.97

#### PRIVATE FIRE PROTECTION SERVICE CHARGE:

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

#### PUBLIC FIRE HYDRANT SERVICE CHARGE:

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

Monthly Charge = 
$$N \times R$$
  
A x 12

Where:  $N \approx$  Number of Public Fire Hydrants in service within the community at the Date of Determination

- R = Annual Rental Charge of \$119.37 per fire hydrant
- A = Number of Customers within the community receiving service under Schedule WA at the Date of Determination.

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

#### PAYMENT:

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

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

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

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MO. PUBLIC SER

February 13

DATE EFFECTIVE

TATE OF MISSOUR1, PUBLIC SERVICE COMMISSION		P.S.C.Mo.No4_
he Empire District Electric Company		Original
	Sec	<u>4th</u> Revised Sheet No. <u>1</u> Cancelling P.S.C.Mo.No. <u>4</u>
OF AURORA, MARIONVILLE, VERDNA		Original
	Sec	3rd Revised Sheet No. 1
		Which was issued 03-29-90
WATER SER		
SCHEDULE	WA	
AVAILABILITY:		
AVAILABILITY: This schedule is available for water service on an a water lines of the Company.	annual basis to ar	iy customer to a technology of the
MONTHLY RATE:		FEB 10 1993
Customer Charge: Meter 5/8" or less	\$ 4.92	
Meter 1"		
Meter 2"		MU. CANCEREDUUMA.
Meter 4"		
Meter 6" Consumption Charge:	188.13	х. Х.
First 100,000 gallons, per thousand gallons Over 100,000 gallons, per thousand gallons		LED TO 1001
TANK WATER:		BY 5 # R S.#1
Per 1,000 gallons or less	\$ 6.93	Public Service Commission
PRIVATE FIRE PROTECTION SERVICE CHARGE:		MISSOURI
If the Company for the service of the Customer's pri	ivate fire protec	tion system is required to insta
special or additional facilities not normally provid service, the Customer will pay a monthly charge of 2	led by the Compan <sup>,</sup>	y for the Customer's regular wat
PUBLIC FIRE HYDRANT SERVICE CHARGE: A monthly charge for fire hydrant service to each co accordance with the formula below and shall be added customers served on this schedule who reside within	d to each regular	
Monthly Charge = $\frac{N \times R}{A \times 12}$		
Where: N = Number of Public Fire Hydrants in se	rvice within the	community at the Date of
Determination	<b>c</b> : , , , ,	
$R \approx$ Annual Rental Charge of \$103.80 per 1 A = Number of Customers within the commun		rvice under Schedule WA at the D
of Determination.	int, receiving be	
The monthly fire hydrant service charge will be adjudate of the previous year or, at its option, the Cou time to reflect changes in the number of customers of variance in the Monthly Charge of \$0.01 or more resu	mpany may adjust or fire hydrants	the monthly service charge at an in the community where the
PAYMENT: Bills for customers will be due on or before twenty	-one (21) days af	ter the date thereof.
GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES, OR PRIM. There shall be added to the Customer's bill, as a su	AUT FEED: enarate item en	amount equal to the properticest
part of any license, occupation, franchise, or othe	r similar fee or	tax now or hereafter imposed upo
the Company by any municipality or any other govern	mental authority,	whether imposed by ordinance,
franchise or otherwise, in which the fee or tax is I		
receipts or revenues from the sale of water service will be increased the proportionate amount only in		
shall also be added to the Customer's bill, as a se		
fee authorized by Section 640,100 of the Revised St		
CONDITIONS OF SERVICE:		
<ol> <li>Company Rules and Regulations, P.S.C. Mo. No. 4</li> </ol>	, Section 2, are	a part of this schedule.
		FILED
		MAR 17 1993
DATE OF ISSUEFebruary 15, 1993	DATE EFFEC	MAR 17 1993

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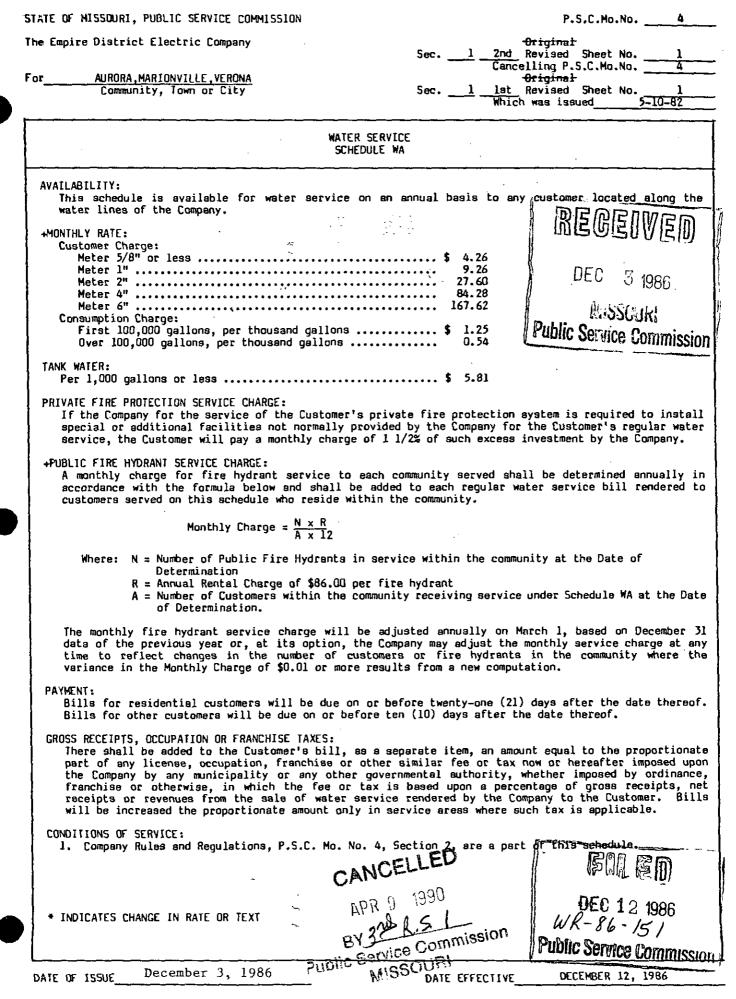
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Community, Town or City WATER SERVIC SCHEDULE WA AVAILABILITY: This schedule is available for water service on an ann water lines of the Company. +MONTHLY RATE: Customer Charge: Meter 5/8" or less Meter 1"	nual basis to any customer located along the \$ 4.92
WATER SERVIC SCHEDULE WA AVAILABILITY: This schedule is available for water service on an ann water lines of the Company. +MONTHLY RATE: Customer Charge: Meter 5/8" or less Meter 1" Meter 2"	Original         Sec.       1       2nd Revised Sheet No.       1         Which was issued       12-03-86         CE       1       1         A       1       1         nual basis to any customer located along the       1         Sec.       1       1         A       1       1         A       1       1         A       1       1         A       1       1         B       1       1         A       1       1         A       1       1
Community, Town or City WATER SERVIC SCHEDULE WA AVAILABILITY: This schedule is available for water service on an ann water lines of the Company. +MONTHLY RATE: Customer Charge: Meter 5/8" or less Meter 1" Meter 2"	Original         Sec.       1       2nd Revised Sheet No.       1         Which was issued       12-03-86         CE       1       1         A       1       1         nual basis to any customer located along the       1         Sec.       1       1         A       1       1         A       1       1         A       1       1         A       1       1         B       1       1         A       1       1         A       1       1
WATER SERVIC SCHEDULE WA AVAILABILITY: This schedule is available for water service on an ann water lines of the Company. +MONTHLY RATE: Customer Charge: Meter 5/8" or less Meter 1" Meter 2"	Which was issued <u>12-03-86</u>
AVAILABILITY: This schedule is available for water service on an ann water lines of the Company. +MONTHLY RATE: Customer Charge: Meter 5/8" or less Meter 1" Meter 2"	Definition of the second states along the second state
AVAILABILITY: This schedule is available for water service on an ann water lines of the Company. +MONTHLY RATE: Customer Charge: Meter 5/8" or less Meter 1" Meter 2"	nual basis to any customer located along the \$ 4.92
This schedule is available for water service on an ann water lines of the Company. +MONTHLY RATE: Customer Charge: Meter 5/8" or less Meter 1" Meter 2"	\$ 4.92 <b>RECEIVED</b>
Customer Charge: Meter 5/8" or less Meter 1" Meter 2"	\$ 4.92 RECEIVED
Meter 5/8" or 1ess Meter 1" Meter 2"	\$ 4.92 RECEIVED
Meter 1" Meter 2"	\$ 4.92 RECEIVED
Meter 2"	10.52
Meter 4" Meter 6"	94.65 MAR 2 9 1990
Consumption Charge:	
First 100,000 gallons, per thousand gallons	\$ 1.63 MISSOURI
Over 100,000 gallons, per thousand gallons	<sup>0.57</sup> Public Service Commiss
TANK WATER: Per 1,000 gellone or less	\$ 6.93
PRIVATE FIRE PROTECTION SERVICE CHARGE:	
If the Company for the service of the Customer's prive	ate fire protection system is required to inst
special or edditional facilities not normally provided service, the Customer will pay a monthly charge of 1 1	d by the Company for the Customer's regular wa 1/2% of such excess investment by the Company.
+PUBLIC FIRE HYDRANT SERVICE CHARGE: A monthly charge for fire hydrant service to each comm accordance with the formula below and shall be added to customers served on this schedule who reside within the	munity served shapping the probability in the community.
	MAR 17 1993
Monthly Charge = $\frac{N \times R}{A \times 12}$	BY 4 R. 5 # 1
Where: N = Number of Public Fire Hydrants in serv:	ice within the compositive the Deteration
R = Annual Rental Charge of \$103.80 per fin	
The monthly fire hydrant service charge will be adjust data of the previous year or, at its option, the Compa time to reflect changes in the number of customers or variance in the Monthly Charge of \$0.01 or more result	any may adjust the monthly service charge at a fire hydrants in the community where the
PAYMENT: Bills for customers will be due on or before twenty-or	ne (21) days after the date thereof.
GROSS RECEIPTS, OCCUPATION OR FRANCHISE TAXES: There shall be added to the Customer's bill, as a sep part of any license, occupation, franchise or other at the Company by any municipality or any other government franchise or otherwise, in which the fee or tax is base receipts or revenues from the sale of water service re will be increased the proportionate amount only in set	imiler fee or tax now or hereafter imposed upontal authority, whether imposed by ordinance, sed upon a percentage of gross receipts, net endered by the Company to the Customer. Bills
CONDITIONS OF SERVICE:	
<ol> <li>Company Rules and Regulations, P.S.C. Mo. No. 4, S</li> </ol>	ection 2, are a part of this schedule.
	FILED
* INDICATES CHANGE IN RATE OR TEXT	APR 0 1990
THE TOUR OF THE THE THE THE TEAL	90-56
	Public Service Commiss
DATE OF ISSUE March 29, 1990	DATE EFFECTIVEApril 9, 1990

ISSUED BY R. L. LAMB, President, Joplin, MO.

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ISSUED BY R. L. LAMB, President, Joplin, MO.

	Sec1	
ME EMPIRE DISTRICT ELECTRIC COMPANY	Co	ncelling P. S. C. MO. No.
	Sec. 1	Original SHEET No.
or AURORA, MARIONVILLE, VERONA		
Community, Town or City		Which was issued 7
W A		
	HEDULE WA	<u>}</u>
		ារភ្ញានានា 🕇
AVAILABILITY:		
<ul> <li>This schedule is available for water service on an annual basis</li> </ul>	to any customer located	along the water lines of the Company
+MONTHLY RATE:		MAY
Customer Charge:		MAY 101
Meter 5/8" or less		
Meter <sup>34</sup> 4"	4.92	MISSOU
Meter 1″	7.63	Public Service Co
Meter 2"		I UDING SELVICE CO
Meter 4"		
Meter 6"	136.31	
Consumption Charge:		
First 100,000 gallons, per thousand gallons		
Over 100,000 gallons, per thousand gallons	0.52	
TANK WATER:		
Per 1,000 gallons or less		
PRIVATE FIRE PROTECTION SERVICE CHARGE:		
If the Company for the service of the Customer's private fi	re protection system is n	equired to install special or additiona
normally provided by the Company for the Customer's regu		
excess investment by the Company.		
PUBLIC FIRE HYDRANT SERVICE CHARGE:		
A monthly charge for fire hydrant service to each commu		
A monthly charge for fire hydrant service to each commu- below and shell be added to each regular water service bill		
A monthly charge for fire hydrant service to each commu- below and shall be added to each regular water service bill munity.	rendered to customers se	
A monthly charge for fire hydrant service to each commu- below and shall be added to each regular water service bill munity.		
A monthly charge for fire hydrant service to each commu below and shall be added to each regular water service bill munity. Month	rendered to customers so ly Charge = $\frac{N \times R}{A \times 12}$	erved on this schedule who reside wi
A monthly charge for fire hydrant service to each commu- below and shall be added to each regular water service bill munity. Month Where: N = Number of Public Fire Hydrants in service	rendered to customers so ly Charge = $\frac{N \times R}{A \times 12}$ ce within the community	erved on this schedule who reside wi
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ISSUED BY R. C. ALLEN, President, Joplin, Mo.

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tate of Missouri, Public Service Commission	Sec. 1	P. S. C. MO. No.	
HE EMPIRE DISTRICT ELECTRIC COMPANY		Concelling P. S. C. MO. No.	
	5	Original SHEET No.	
AURORA, MARIONVILLE, VERONA		Revised Which was issued	
Community, Town or City			
	SERVICE DULE WA	RECEIVED	
AVAILABILITY: This schedule is available for water service, on an annual basis, t	to any customer locat	ed along the water lines of the Com	h h
NET MONTHLY RATE:	•		
First 2,000 gallons or less used per month		شرم ام البابين ال	
Next 23,000 gallons used per month, per 1,000 gallons Next 25,000 gallons used per month, per 1,000 gallons Next 450,000 gallons used per month, per 1,000 gallons	•••••••••••••••••••••••••••••••••••••••		<u>55,01</u>
Next 450,000 gallons used per month, per 1,000 gallons Over 500,000 gallons used per month, per 1,000 gallons			
MINIMUM MONTHLY BILL:			
The net monthly bill hereunder shall not be less than the follow			
1%" Meter or less		\$ 3.35 	
3" Meter			
4" Meter	***************************************		
TANK MATCO			
Per 1,000 gallons or less		\$ 2.70	
SERVICE TO RURAL CUSTOMERS: Customers located outside the boundaries of the communities	for which the tariff is	filed will be billed on the above rate	s plus 10%.
PRIVATE FIRE PROTECTION SERVICE CHARGE:			
If the Company for the service of the Customer's private fire private nor normally provided by the Company for the Customer's regular such excess investment by the Company.	rotection system is re- r water service, the Cu	quired to install special or additiona istomer will pay a monthly charge o	t facilities f 1%% of
PUBLIC FIRE HYDRANT SERVICE CHARGE: A monthly charge for fire hydrant service to each community s below and shall be added to each regular water service bill rendere munity.	served shall be determ d to customers served	ined annually in accordance with th on this schedule who reside within	e formula the com-
Monthly Charge = (NxR) ÷ (Ax12)			
Where: N= Number of Public Fire Hydrants in service with R= Annual Rental Charge of \$80.00 per fire hydrometry A= Number of customers within the community	rant.		nination.
The monthly fire hydrant service charge will be adjusted annua at its option, the Company may adjust the monthly service charge hydrants in the community where the variance in the Monthly Ch	e at any time to reflect	t changes in the number of customer	us year or, is or fire
PAYMENT: Bills for residential customers will be due on or before twenty due on or before ten (10) days after the date thereof. If not pair	r-one (21) days after t d on or before this da	the date thereof. Bills for other cust	tomers will be the monthly ra
will be assessed. GROSS RECEIPTS, OCCUPATION, OR FRANCHISE TAXES:			
There shall be added to the customer's bill, as a separate item, franchise, or other similar fee or tax now or hereafter imposed up ity, whether imposed by ordinance, franchise or otherwise, in whi or revenues from the sale of water service rendered by the Compa only in service areas where such tay is applicable.	pon the Company by ich the fee or tax is b any to the Customer.	any municipality or any other gover ased upon a percentage of gross rec Bills will be increased the proportio	nmental author
GAD	NGELLE		
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ORDER NO.104 BY 4 + INDICATES CHANGE IN RATE OR TEXT PUBLIC	SERVICE COMMIS	(). <u>1</u> . <u>1</u>	

ISSUED BY R. C. ALLEN, President, Joplin, Mo.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION	P.S.C. Mo. No4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec. <u>1 2nd</u> Revised Sheet No. <u>2</u> Cancelling P.S.C. Mo. No. <u>4</u>
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of cancelling this tariff.	Sec. <u>1 1st</u> Revised Sheet No. <u>2</u> Which was issued <u>11-07-02</u>
	ATER SERVICE CHEDULE WA

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

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

CONDITIONS OF SERVICE:

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

CANCELLED August 8, 2020 Missouri Public Service Commission WM-2020-0156; YW-2021-0008

FILED Missouri Public Service Commission WR-2012-0300; YW-2013-0204

DATE EFFECTIVE

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION	P.S.C. Mo. No4
THE EMPIRE DISTRICT ELECTRIC COMPANY	
	Sec. <u>1 1st</u> Revised Sheet No. <u>2</u>
ForAURORA, MARIONVILLE, VERONA	Cancelling P.S.C. Mo. No4
No supplement to this tariff will be issued except	Sec. <u>1</u> Original Sheet No. <u>2</u>
for the purpose of cancelling this tariff.	Which was issued <u>2-13-94</u>
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of the primacy fee authorized by Section 640.100 of the Revised Statutes of Missouri.

#### CONDITIONS OF SERVICE:

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

CANCELLED November 23, 2012 Missouri Public Service Commission WR-2012-0300; YW-2013-0204

7 02 DATE OF ISSUE 11 ISSUED BY D.W. Gibson, Vice President, Joplin, MO

DATE EFFECTIVE

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION	P.S.C. Mo. No4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec. <u>1</u> Original Sheet No. <u>2</u> Cancelling P.S.C. Mo. No.
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of cancelling this tariff.	Sec Revised Sheet No Which was issued
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is applicable. There shall also be added to the Customer's bill, as a separate item, the appropriate amount of the primacy fee authorized by Section 640.100 of the Revised Statutes of Missouri.

#### CONDITIONS OF SERVICE:

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

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION	P.S.C. Mo. No4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec. <u>1</u> 1st Revised Sheet No. <u>3</u> Canceling P.S.C. Mo. No. <u>4</u>
For AURORA, MARIONVILLE, VERONA	
No supplement to this tariff will be issued except for the purpose of canceling this tariff.	Sec. <u>1</u> Original Sheet No. <u>3</u> Which was issued 11-07-02
OTHER SERVI SCHEDU	

#### AVAILABILITY:

This schedule is available to any customer requiring the special services listed below.

#### Late Payment Charge: \*

Billings will be made and distributed at monthly intervals. Bills will be rendered net, bearing the last date on which payment will then be considered delinquent. The period after which the payment is considered delinquent is 21 days after rendition of the bill. A charge applied consistent with the late payment charges approved by the Missouri Public Service Commission for the Company's regulated electric service will be added to delinquent amounts. The unpaid balance shall include all amounts owed the Company plus all reconnection costs, all collection costs and reasonable attorney's fees for collection.

#### Bad Check Charge: \*

A bad check charge of \$20.00 per check will be paid on all checks returned from the bank for insufficient funds. Where a bad check is applicable from a customer for water service, only one bad check charge shall be billed the customer for his water service, for each instance of a check being returned.

#### **Door Collection Charge: \***

A door collection charge of 15.00 will be applicable when a customer pays the serviceman at the time of scheduled disconnection (turn-off) of service to prevent such disconnection. Where a door collection charge is applicable from a customer for both water and electric service, only one collection charge shall be billed the customer for both his water and electric service, for each disconnection.

#### **Emergency Call out Charge: \***

An Emergency Call-Out Charge of \$15.00 per occurrence will be assessed where a customer requests a shut-off of service and the emergency exists entirely on the customer owned facilities.

**Reconnection Charge+:** after Company Discontinuance of Service: \$30.00.

Temporary Turn-off Charge+: at meter for customer's convenience: \$25.00.

#### Opt-Out Charges (Rules and Regulations, Chapter II, Section G)

One-time setup charge	\$150.00
Non-Standard Meter Charge – per month	
Non-Standard Subsequent Meters Charge - per month	

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION	P.S.C. Mo. No4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec. 1 Original Sheet No 3 Canceling P.S.C. Mo. No
For AURORA, MARIONVILLE, VERONA	
No supplement to this tariff will be issued except for the purpose of canceling this tariff.	Sec Original Sheet No Which was issued
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Reconnection Charge + : after Company Discontinuance of Service: \$30.00.

Temporary Turn-off Charge + : at meter for customer's convenience: \$25.00.

CANCELLED April 2, 2020 Missouri Public Service Commission AO-2020-0237; YW-2020-0134

02 DATE OF ISSUE ISSUED BY D.W. Gibson, Vice President, Joplin, MO

DATE EFFECTIVE

#### THE EMPIRE DISTRICT ELECTRIC COMPANY

#### For \_ AURORA, MARIONVILLE, VERONA

No supplement to this tariff will be issued except

for the purpose of cancelling this tariff.

#### P.S.C. Mo. No. Sec. 2 2nd Revised Sheet No. 1 Cancelling P.S.C. Mo. No. 4 2 1st Revised Sheet No. Sec. 1 Which was issued 09-15-93

#### RULES AND REGULATIONS

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CANCELLED August 8, 2020 Missouri Public Service Commission WM-2020-0156; YW-2021-0008

FILED Missouri Public Service Commission WR-2012-0300; YW-2013-0204

STATE OF MISS	OURI, PUBLIC SERVICE COMMISSION P.S.C. M	o. No. <u>4</u>
THE EMPIRE DIS	STRICT ELECTRIC COMPANY	
For AUROR	Cancelling P.S.C. M	et No. <u>1</u> o. No. <u>4</u>
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CANCELLED November 23, 2012 Missouri Public Service Commission WR-2012-0300; YW-2013-0204

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DATE OF ISSUE <u>SEPTEMBER 15, 1993</u> ISSUED BY M. W. MCKINNEY, Vice President, Joplin, MO l' benting

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DATE EFFECTIVE

OCTOBER 25, 1993

State of Missouri, Public Service Commission	Sec. 2	In the second se
THE EMPIRE DISTRICT ELECTRIC COMPANY	Ca	ancelling P. S. C. NO. No3
For AURORA, MARIONVILLE, VERONA	Sec	Original SHEET No.
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ISSUED BY R. C. ALLEN, President, Joplin, Mo.

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THE EMPIRE DISTRICT ELECTRIC COMPANY

#### For <u>AURORA, MARIONVILLE, VERONA</u>

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

Sec.	2	2nd Revised	Sheet No.	2
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Sec	2	1st Revised	Sheet No	2

P.S.C. Mo. No.

4

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.

#### CANCELLED OUSE:

August 8, 2020 A single structure roofed and enclosed with exterior walls, built for permanent use, erected, framed of component structural Missouri Public Service Commission WM-2020-0156; YW-2021-0008

DATE EFFECTIVE August 24, 2014

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION			P.S.C. Mo. No.	4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec.	2	<u>1st</u> Revised Sheet No. Cancelling P.S.C. Mo. No.	2
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to his tariff will be issued except for the purpose of cancelling this tariff.	Sec.		Original Sheet No. Which was issued	<u>2</u> 07/11/78
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#### 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.

#### 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.

#### 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.

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

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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.

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.

CANCELLED August 24, 2014 Missouri Public Service Commission

JW-2015-0024



THE EMPIRE DISTRICT ELECTRIC COMPANY		Cancelling P. S. C. MO. No	No
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For AURORA, MARIONVILLE, VERONA Community, Town or City		Revised (anter Which was issued.	
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DEFINITION OF TERMS USED IN	THESE RULE	S AND REGULATIONS	•.
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structural parts and unified in its entirety both physical In Dispute:	ly and in opera	tion for single-family residential o	ccupancy.
A single structure roofed and enclosed with exterior was structural parts and unified in its entirety both physical In Dispute: Any matter regarding a customer's utility service which which the customer pursues under these rules.	is the subject o	of a disagreement or complaint by	a custome
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THE EMPIRE DISTRICT ELECTRIC COMPAN
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#### For <u>AURORA, MARIONVILLE, VERONA</u>

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

Sec.	2			Sheet No. S.C. Mo. No.	3
Sec.	2	<u>1st</u>	Revised	Sheet No.	3

P.S.C. Mo. No.

4

#### RULES AND REGULATIONS

#### 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.

CANCELLED August 8, 2020 Missouri Public Service Commission WM-2020-0156; YW-2021-0008

> DATE OF ISSUE July 25, 2014 ISSUED BY Kelly Walters, Vice President, Joplin, MO

DATE EFFECTIVE August 24, 2014

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION			P.S.C. Mo. No.	4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec.	2	<u>1st</u> Revised Sheet No. Cancelling P.S.C. Mo. No.	3
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to his tariff will be issued except for the purpose of cancelling this tariff.	Sec.	2	Original Sheet No. Which was issued	
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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:

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#### 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 of physical mailing, electronic delivery, or hand delivery of the bill 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.

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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 as an integral part of utility service.

DATE OF ISSUE	April 17	, 2012		DATE EFFECTIVE	May	17, 2012	
	Month	Day	Year		Month	Day	Year
ISSUED BY Kelly	Walters, Vice	President, J	loplin, MO			-	
CANCELLED August 24, 2014				FILED			
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Service Commission JW-2015-0024				Service Commission			
344-2013-0024				JW-2012-0605			

State of Missouri, Public Service Commission	Revised SHELL NO.
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AURORA, MARIONVILLE, VERONA	Soc
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one integral parcel of land.	
Month:	s and contracts, shall refer, unless otherwise designated, to a p
	ed by the calendar month in which a majority of the period o successive regular meter readings by the Company as provide
An individual, association, corporation, partnership, re	eceiver, 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 of physical mailing or delivery of the bill by	the Company.
Service: The maintaining by the Company, at the point of deli	very, of water, available for the customer's use.
Settlement Agreement: An agreement between a customer and the Company or provides for the payment of moneys not in dispute	which purposts to resolve any matter in dispute between the over a reasonable period of time.
	e lots, plots, sites, or other divisions for use for new houses, c er a recorded plat thereof if such recordation is required by la
Termination of Service: A cessation of utility service requested by the custom	er.
Utility: An electric, gas or water corporation as those terms a	re defined in Section 86.020 RSMO (1969).
Utility Service: The usage of water.	
Utility Charges:	zed by the Commission as an integral part of utility service.

Month Day Year May 17, 2012 Missouri Public ISSUED BY R. C. ALLEN, President, Joplin, Mo. ervice Commission JW-2012-0605

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THE EMPIRE DISTRICT ELECTRIC COMPANY

#### For AURORA, MARIONVILLE, VERONA

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

Sec.	2			Sheet No. S.C. Mo. No.	4
Sec.	2	2nd	Revised	Sheet No.	4

P.S.C. Mo. No.

4

RULE	S AND
REGUL	ATIONS

#### 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.

- 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\$5803/4" 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.

CANCELLED

August 8, 2020 1. Reasons for Refusal of Service:

Missouri Public Service Commission WM-2020-0156; YW-2021-0008

DATE EFFECTIVE \_\_\_\_August 24, 2014

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION			P.S.C. Mo. No.	4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec.	2	2nd Revised Sheet No.	4
For AURORA, MARIONVILLE, VERONA			Canceling P.S.C. Mo. No.	4
No supplement to this tariff will be issued except for the purpose of canceling this tariff.	Sec.		<u>1st</u> Revised Sheet No. Which was issued	<u>4</u> 11-21-05
-	ES AND LATIONS			

#### 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.

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

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.

B. Service Contract

CANCELLED

August 24, 2014

Missouri Public

JW-2015-0024

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 FILED contract. Missouri Public Service Commission

Service Commission WR-2012-0300; YW-2013-0204

STATE OF MISSOURI,	PUBLIC SERVICE	COMMISSION
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THE EMPIRE DISTRICT ELECTRIC COMPANY
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Sec. <u>2</u> Original Sheet No. <u>4</u> Which was issued <u>07-11-78</u>
ES AND

CHAPTER II

#### GENERAL CONDITIONS

- A. Application for Service
  - 1. Service Application: Applications for service shall be made upon the Company's standard application forms, signed by the applicant.
  - 2. Application in Name of Customer: Each service application must be made in the true name of the customer.
  - 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:
    - Residential or Small Commercial Service Established to Premises: а Where service is already established at the desired location, customer shall make application for service to the nearest Company office or collection agency within five (5) 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	\$58 <b>0</b>
3/4" Dual Meter Service Connection (with 1" service line)	\$650

CANCELLED	If one side of a dual connection is used, customer shall pay only one-half of the \$650 charge, or \$325. For a service
November 23, 2012	larger than 3/4" the service connection shall be equal to the cost of installing a meter and service connection (time
Missouri Public Service Commission	and material)
Service Commission	
WR-2012-0300; YW-2013-0	)204

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.

#### Β. 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.

State of Missouri, Public Service Commission	Sec2. (Original) SHEET No
THE EMPIRE DISTRICT ELECTRIC COMPANY	Cancelling P. S. C. MO, No3
For AURORA, MARIONVILLE, VERONA	Sec
Community, Town or City	Which was issued
RULES AND	DREGULATIONS
CH4	APTER II
GENERAL	CONDITIONS
A. Application for Service	
<ol> <li>Service Application: Applications for service shall be made upon the Con</li> </ol>	mpany's standard application forms, signed by the applicant.
2. Application in Name of Customer: Each service application must be made in the true n	name of customer.
<ol> <li>Separate Service Application for Each Location and A separate service application must be made for each</li> </ol>	
Company office or collection agency within five Small Commercial Customer merely transfers fro disconnected, the customer shall notify the Com and date of initial meter reading at location being unpaid charges to be transferred from old to new	d location, customer shall make application for service to the nea (5) days after date of initial use of service. If a Residential or om one location to another location, where service has not been apany of date and final meter reading at location geing vacated, ag occupied, and request service contract, customer deposit and w address. In the event service to the new location has been dis- tion and establish proper credit in order that service may be estab
b. Residential or Small Commercial – New Locatio	on, or Large Commercial or Industrial:
nearest Company office. A representative of the service, location of customer's point of delivery, Company representatives are competent to rende or Industrial customers in obtaining the proper se	esiring to receive service from the Company, should notify the e Company will then consult with the customer as to available , Company facilities necessary for the class of service desired, etc. er valuable advice and assistance to assist Residential, Commercia service, and to avoid unnecessary delay or expense to the custom stallation. The Company desires especially to advise and assist th of meter of point of delivery.
B. Service Contract	
Company, whereby the customer will pay the Comp	any, becomes a service contract between the customer and the pany for any service taken by the customer thereunder. The without a service contract. The customer may not assign any ompany. These Rules and Regulations are, by reference, made a
	Il be made effective for a period of one (1) year. When justified may require a longer contract period commensurate with the Company facilities.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION			P.S.C. Mo. No.	4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec.	2	Original Sheet No. Canceling P.S.C. Mo. No.	4a
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of canceling this tariff.	Sec		Sheet No.	
	S AND ATIONS			

# 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 received substantial benefit and use of the service 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 is the legal guarantor, provided that such burden shall not apply if the applicant received substantial benefit and use of the service, or 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 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, 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.
- I. 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.

CANCELLED b. August 8, 2020 c. Missouri Public Service Commission WM-2020-0156: YW-2021-0008

DATE EFFECTIVE \_\_\_\_August 24, 2014

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No.	4

	Sec. <u>2</u> Original Sheet No. <u>4b</u>
	Canceling P.S.C. Mo. No.
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except	Sec. Original Sheet No.
for the purpose of canceling this tariff.	• • •

#### RULES AND REGULATIONS

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.

CANCELLED August 8, 2020 Missouri Public Service Commission WM-2020-0156; YW-2021-0008

	S AND ATIONS
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of canceling this tariff.	Sec. <u>2</u> Original Sheet No. <u>5</u> Which was issued <u>07-11-78</u>
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec. <u>2 1st</u> Revised Sheet No. <u>5</u> Canceling P.S.C. Mo. No. <u>4</u>
STATE OF MISSOURI, PUBLIC SERVICE COMMISSION	P.S.C. Mo. No4

2. Period of Contract:

Unless otherwise specified, all service contracts shall be made effective for a period of one (1) year. When justified by exceptional service requirements, the Company may require a longer contract period commensurate with the customer's service requirements and the necessary Company facilities.

3. Contract Self-Contained:

No promises, representations or agreements of anyone shall be binding upon the Company unless the same shall be incorporated in the service contract.

- C. Service Policy
  - Supplying Water Service: All water service shall be supplied exclusively by the Company while the contract and agreement remain in force.
  - 2. One Service to a Building:

Except for certain special conditions, there shall be only one point of delivery to a building, for each class of service furnished. Where more than one customer occupies the same building, more than one point of delivery may be installed, provided all such points are connected to and supplied from the one set of Company's main lines.

3. One Meter for Each Class of Service, to Each Customer, at Each Location:

Only one meter shall be installed for each class of service to each customer at each location, and each meter shall be billed separately under the appropriate rate schedule of the Company. However, in cases where exceptional service conditions require more than one such meter, the Company shall have the right to install more than one such meter under one application for service.

4. Service Policy

For the convenience of the customer, service to the premises will not be discontinued (except when the Company considers necessary) upon termination of usage and vacation of premises by the customer. Service will be maintained for the convenience of the next succeeding occupant. There will be posted in the vacated premises a card form whereby the incoming occupant may promptly copy the initial meter reading, to be forwarded to the Company office address shown on the card. However, in order to continue to receive service, the customer must, without delay, make proper application for service.

5. Continuity of Service:

The Company will exercise reasonable diligence and care in providing regular and uninterrupted supply of service to customer. Whenever the Company finds it necessary, in order to repair or improve its system facilities, the Company shall have the right temporarily to suspend service to customer. It is understood and agreed that hazards to continuity of service are recognized by the customer before utilizing service. The Company will not be liable for any interruption, fluctuation, shortage or insufficiency of supply of service, or for any loss or damage occasioned thereby, if same is caused by strike, riot, civil commotion, hostile attack, storm, fire, accident, breakdown, unexpected or prolonged increase in usage of water, act of God, legal process, governmental interference, or any cause beyond its control. The Company shall issue instructions to its employees to the extent practical covering procedures to be followed in the event of an emergency in order to prevent or mitigate the interruption, fluctuation, shortage or insufficiency of supply of service to all or some of its customers and the selection by the Company of the customers to whom service is interrupted, curtailed or suspended shall not result in liability of the Company to any such customer if such action is taken by the Company in a good faith effort to prevent the impairment of service or reduce the number of persons affected thereby.

CANCELLED August 8, 2020 Missouri Public Service Commission WM-2020-0156; YW-2021-0008

	Cancelling P. S. C. MO. No
AURORA, MARIONVILLE, VERONA	Sec
Community, Town or City	Which was issued
RULES AND	REGULATIONS
<ol> <li>Contract Self-Contained: No promises, representations or agreements of anyor incorporated in the service contract.</li> </ol>	ne shall be binding upon the Company unless the same shall be
C. Service Policy 1. Supplying Water Service:	
	Company while the contract and agreement remain in force.
•	only one point of delivery to a building, for each class of servic ne same building, more than one point of delivery may be insta ed from the one set of Company's main lines.
billed separately under the appropriate rate schedule	ner, at Each Location: rvice to each customer at each location, and each meter shall b e of the Company. However, in cases where exceptional service ompany shall have the right to install more than one such mete
considers necessary) upon termination of usage and for the convenience of the next succeeding occupan the incoming occupant may promptly copy the initi shown on the card. However, in order to continue t	premises will not be discontinued (except when the Company vacation of premises by the customer. Service will be maintain t. There will be posted in the vacated premises a card form wh ial meter reading, to be forwarded to the Company office addre to receive service, the customer must, without delay, make prop
application for service.	
5. Continuity of Service: The Company will exercise reasonable diligence and customer. Whenever the Company finds it necessary shall have the right temporarily to suspend service to of service are recognized by the customer before uti fluctuation, shortage or insufficiency of supply of se caused by strike, riot, civil commotion, hostile attace increase in usage of water, act of God, legal process, Company shall issue instructions to its employees to event of an emergency in order to prevent or mitigar of service as much as reasonably possible. If, because the Company may interrupt, curtail or suspend wate Company of the customers to whom service is interr Company to any such customer if such action is tak ment of service or reduce the number of persons aff	care in providing regular and uninterrupted supply of service t y, in order to repair or improve its system facilities, the Compa o customer. It is understood and agreed that hazards to contin lizing service. The Company will not be liable for any interrup ervice, or for any loss or damage occasioned thereby, if same is sk, storm, fire, accident, breakdown, unexpected or prolonged governmental interference, or any cause beyond its control. T to the extent practical covering procedures to be followed in the te the interruption, fluctuation, shortage or insufficiency of su se of such emergency, it appears reasonably necessary to do so, er service to all or some of its customers and the selection by the rupted, curtailed or suspended shall not result in liability of the ten by the Company in a good faith effort to prevent the impair fected thereby.
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ISSUED BY R. C. ALLEN, President, Joplin, Mo.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION	P.S.C. Mo. No4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec. <u>2</u> 2nd Revised Sheet No. <u>6</u> Cancelling P.S.C. Mo. No. 4
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of cancelling this tariff.	Sec. <u>2 1st</u> Revised Sheet No. <u>6</u> Which was issued <u>11-23-12</u>
RULES AND REGULATIONS	

#### D. Access for Service

1. Right of Way

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

2. Access to Customer's Premises:

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

#### E. Type of Service

1. More Than One Point of Delivery:

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

2. More Than One Customer:

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

3. Extensions to Fire Hydrants:

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

4. Use of Fire Hydrants:

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

5. Resale of Service:

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

F. Termination of Service

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

G. Advanced Metering Infrastructure (AMI) Opt-Out

Customers receiving Residential Service have the option of refusing the installation of remotely read metering or requesting the removal of previously installed remotely read metering. In such instances, non-standard metering equipment will be installed that requires a manual meter read. Customers requesting non-standard metering service after April 1, 2020, will be charged a one-time setup charge per meter. For all customers requesting non-standard metering services, a monthly recurring Non-Standard Meter Charge will apply. Charges are listed on the Other Service Charges, Schedule OSC.

For customers that chose to opt-out prior to the AMI meter being set (i.e., there is no additional visit to the premises to install a non-communicating meter): the one-time setup fee would not be assessed because there was no new meter set required, but the ongoing monthly fee would still be applicable.

In circumstances where a customer has multiple meters located at the same premises, the monthly Non-Standard Meter Charge will apply to the first meter, and the monthly Non-Standard Subsequent Meter Charge will apply to all additional meters of that customer located on the same premises.

In the normal course of business, Company replacement of meters may occur. To the extent that a customer denies, either through physical impediments, verbal denial or threats of violence, access to property or metering installation, or fails to establish a suitable time for access, customers will be notified, in writing, that failure to provide access will result in customer being considered an opt-out customer not sooner than 30 days after Company's notice. Company's notification will include information for the customer to understand the financial impact of the opt-out status.

April 2, 2020

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION	P.S.C. Mo. No. <u>4</u>
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec. 2 1st Revised Sheet No. 6
For AURORA, MARIONVILLE, VERONA	Cancelling P.S.C. Mo. No. 4
No supplement to this tariff will be issued except for the purpose of cancelling this tariff.	Sec. <u>2</u> Original Sheet No. <u>6</u> Which was issued <u>07-11-78</u>
	S AND ATIONS

## D. Access for Service

1. Right of Way

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

2. Access to Customer's Premises:

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

## E. Type of Service

1. More Than One Point of Delivery:

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

2. More Than One Customer:

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

- 3. Extensions to Fire Hydrants: Extensions to provide service to public fire hydrants are made only upon order issued by the city and under conditions set forth in the existing municipal water service agreement.
- 4. Use of Fire Hydrants:

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

5. Resale of Service:

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

F. Termination of Service

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

CANCELLED April 2, 2020 **Missouri Public** Service Commission AO-2020-0237; YW-2020-0134

**FILED Missouri Public** Service Commission WR-2012-0300; YW-2013-0204

DATE EFFECTIVE November.23, 2012

tate of Missouri, Public Service Commission	Sec2	Hevised	SHEET No
RE EMPIRE DISTRICT ELECTRIC COMPANY		Cancelling P. S. C. M	0. No3
or	Sec	(Revised)	SHEET No
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D. Access for Service			
<ol> <li>Right of Way Before service is connected, the customer shall, wh conveyance to Company of necessary easements for of Company's lines and facilities employed in servi</li> </ol>	or proper location u		
2. Access to Customer's Premises: Authorized employees of the Company shall have read (Company's meters measuring service to custo equipment or connections, or to repair, replace or	omer), to test the ci	istomer's metering or to	
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<ol> <li>More Than One Customer: In case service is rendered at one point of delivery address, establishment, or interconnected structure cable rate schedule shall be multiplied by the num</li> </ol>	e, the size of each r	ate block preceding the f	
<ol> <li>Extensions to Fire Hydrants: Extensions to provide service to public fire hydran set forth in the existing municipal water service ag</li> </ol>		oon order issued by the c	ity and under conditio:
<ol> <li>Use of Fire Hydrants: Public fire hydrants shall not be used by any perso and then only for the legitimate purpose of exting</li> </ol>			
<ol> <li>Resale of Service: Except where specifically provided by applicable s or submeter, either directly or indirectly, to any p</li> </ol>			
F. Termination of Service			
Notice of termination must be given by the customer payment for all service used by him until final meter be relieved of any accrued obligations under service c	readings of meters	are made. Customer shal	
CANCELLED			
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WATER AUTHORITY			
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DATE OF ISSUE JULY 11. 1978.... Month Day Year

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ISSUED BY R. C. ALLEN, President, Joplin, Mo.

ATE OF MISSOURI, PUBLIC SERVICE COMMISSION		P.S.C.Mo.No4
ne Empire District Electric Company		-Original
	Sec	<u>lstRevised</u> Sheet No. <u>7</u>
AURORA, MARIONVILLE, VERONA		Cancelling P.S.C.Mo.No4
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Community, Town or City	Sec	<del>Revised</del> —Sheet No7
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	REGULATIONS	
RULES AND I	REGULATIONS	AUG 2 0 1987
		MISSOURI
CHAPT	ER III	Public Service Commiss
SERVICE SPEC	CIFICATIONS	
A. General		
<ol> <li>Delivery of Service: The point of delivery of water service furnis property to be served; beyond the curb line se of the customer. No person or persons except mitted to make taps in the distribution main shall turn water on to any premises either in the off.</li> <li>Damage to Company Property and Defective Service The Company shall keep in repair and maintain vided, however, that if its property is damaged cost of such repairs shall be paid by the custor</li> </ol>	ervice lines shal t an authorized o ns. No one othe the first instand ce: n its own proper d by the custome	I be installed by and at the expense employee of the Company will be per- r than the employees of the Company e or after the water has been turned ty on the customer's premises, pro- r or representatives of the same, the
<ul> <li>*B. Extension of Mains</li> <li>1. Service Area: This rule shall govern the extension of the C Verona and adjacent areas, where there are n Company, or an independent contractor in accorrequirements, will extend its water mains alo manent residences and businesses under filed</li> <li>a. The Company shall make an estimate of the all labor and materials required, includi reconstruction of existing water mains to shall further include the Company's dir</li> </ul>	no water mains i ordance with the ong the roads or Meter Rates on cost of the pro ing valves, boos which the propos	n the streets and/or roadways. The Company's standards and contractual streets to customers occupying per- the following terms and conditions: posed extension, which shall include ster stations, stand towers, and/or sed extension will be connected, and
insurance and accounting expenses are charge basis of time. A copy of the estimate will b. The applicant or the applicant's authorized install new mains in accordance with the Com	ed according to p be provided to f agent may contra	prior years experience allocated on a the applicant. Act with an independent contractor to
<ul> <li>c. If the applicant or the applicant's authorize the main extension, the following shall app.</li> <li>(1) On request, the Company will provide we of Company's standard contract for instance of Company approval.</li> <li>(2) Plans and specifications must be preproved to a contract with Company will enter into a contract with Company will agree to accept the instaterms and conditions stated in the contact.</li> <li>(4) On-site inspection will be provided by with the contract.</li> </ul>	ly: ritten standards allations by inde ared by the app n the applicant of tallation into C ract.	for the proposed extension and form ependent contractors. licant's engineer and submitted for or the applicant's agent in which the ompany's distribution system on the
<ol> <li>Financing of Extensions:         If the developer, applicant or the applicant's extension, the following shall apply:             a. Developers, applicant or the applicant's automorphic company for extension of a water main to the the agreement shall deposit with the Complextension.         CANCELLED August 8, 2020         Missouri Public         Constant of Extension State         Missouri Public         Constant of Extension State         Constant of Constant of State         Constant<!--</td--><td>thorized agent s eir proposed site</td><td>nall enter into an agreement with the</td></li></ol>	thorized agent s eir proposed site	nall enter into an agreement with the
Service Commission WM-2020-0156; YW-2021-0008		Public Service Commission
TE OF ISSUE AUGUST 24, 1987	DATE EFFI	

ISSUED BY R. L. LAMB, President, Joplin, MO.

THE EMPIRE DISTRICT ELECTRIC COMPANY		tRevised <sup>1</sup> ancelling P. S. C. MO. No
For AURORA, MARIONVILLE, VERONA Community, Town or City	Sec	{Origina} Revised Which-was issued
RULE	SAND REGULATIONS	
·	CHAPTER III	
SERV	ICE SPECIFICATIONS	Public Station
A. General		Ag summer -
No one other than the employees of the Com after the water has been turned off. 2. Damage to Company Property and Defective The Company shall keep in repair and mainta	Service:	
that if its property is damaged by the consum by the customer; in case of defective service, immediately.	er or representatives of the written notice of the fact s	same, the cost of such repairs shall be nould be sent to the Company's offic
B. Extension of Mains	written notice of the fact sl	1987
	SEP 23 SEP 23 The Company Will extended proorate applies the conset and conditions: the cost of the proposed exter er stations, stand towers, and connected, and shall further in and accounting expense. If the Dollars), The Company will	And develops to free as where there are Gratel mains along the roads or stree of the serve new customers taking s nsion, which shall include all labor a d/or reconstruction of existing water nclude the Company's usual charge f ne estimated cost of the extension is
<ul> <li>B. Extension of Mains</li> <li>1. Occupied and Developed Areas: This rule shall govern the extension of the Cowater mains in the streets and/or roadways. occupied and developed areas within the incounder filed Meter Rates on the following term a. The Company shall make an estimate of the materials required, including valves, boost to which the proposed extension will be consupervision, engineering, insurance, tool are greater than \$150.00 (One Hundred-Fifty)</li> </ul>	SEP 23 sempany's mains in occupies The Company Mill extended proorates applies the conset as and conditions: the cost of the proposed exter er stations, stand towers, an onnected, and shall further is and accounting expense. If the Dollars), The Company will nent. the atter than \$150.00 (One Ho be derived from the sale of	And the extension with and the extension of the extension is and the extension of the extension is ansion, which shall include all labor and d/or reconstruction of existing water notude the Company's usual charge for the estimated cost of the extension is finance and make the extension with undred-Fifty Dollars), the Company so water to the applicants for service all
<ul> <li>B. Extension of Mains</li> <li>1. Occupied and Developed Areas: This rule shall govern the extension of the Cowater mains in the streets and/or roadways. occupied and developed areas within the incounder filed Meter Rates on the following term a. The Company shall make an estimate of the materials required, including valves, boost to which the proposed extension will be or supervision, engineering, insurance, tool ar greater than \$150.00 (One Hundred-Fifty the requirement of any construction paym b. If the estimated cost of the extension is gr make an estimate of the annual revenue to proposed extension. Such estimate shall be</li> </ul>	SEP 23 sempany's mains in occupies The Company Mill extended prorate applies the conset as and conditions: the cost of the proposed extent er stations, stand towers, an onnected, and shall further it and accounting expense. If the Dollars), The Company will nent. the derived from the sale of be derived from the sale of be be derived from the sale of the based on the experience of mision exceeds the estimated after authorized agent, shall pa- the extension and the estima- ctual cost of the work, as so	And the extension is finance and make the extension with and revenue from the sale of wat y to the Company an amount equal ted annual revenue. The sum so adv
<ul> <li>B. Extension of Mains</li> <li>1. Occupied and Developed Areas: This rule shall govern the extension of the Cowater mains in the streets and/or roadways. Occupied and developed areas within the incounder filed Meter Rates on the following term</li> <li>a. The Company shall make an estimate of the materials required, including valves, boostot to which the proposed extension will be or supervision, engineering, insurance, tool are greater than \$150.00 (One Hundred-Fifty the requirement of any construction paymer)</li> <li>b. If the estimated cost of the extension is greater an estimate of the annual revenue to proposed extension. Such estimate shall be customers similarly situated.</li> <li>c. If the estimated cost of the proposed extension is greater, or applicants, for service, or the difference between the estimated cost of the annual revenue to proposed extension. Such estimate shall be difference between the estimated cost of the applicant, or applicants, for service, or the difference between the estimated cost of the annual cost of the applicant, or applicants, for service, or the difference between the estimated cost of the annual cost of the applicant, or applicants, for service, or the difference between the estimated cost of the applicant shall be adjusted to the annual of the construction payment, if any, returned. The customer, or customers, shall sign a cost at their premises as soon as the water is to be a soon as the wa</li></ul>	SEP 23 sempany's mains in occupies The Company Mill extended prorate applies the conset of the proposed exten- er stations, stand towers, and onnected, and shall further in ad accounting expense. If the Dollars), The Company will nent. the derived from the sale of be based on the experience of mision exceeds the estimated in authorized agent, shall path the extension and the estimated in authorized agent, as so and.	Gale mains along the roads or stree Gale mains along the roads or stree main along the strength d/or reconstruction of existing water nclude the Company's usual charge f he estimated cost of the extension is finance and make the extension with undred-Fifty Dollars), the Company s water to the applicants for service al f the Company from consumption of annual revenue from the sale of wate y to the Company an amount equal to the dannual revenue. The sum so advison as the work is completed, and the Company that they will take water set
<ul> <li>B. Extension of Mains</li> <li>1. Occupied and Developed Areas: This rule shall govern the extension of the Cowater mains in the streets and/or roadways. Occupied and developed areas within the incounder filed Meter Rates on the following term</li> <li>a. The Company shall make an estimate of the materials required, including valves, boostot to which the proposed extension will be or supervision, engineering, insurance, tool are greater than \$150.00 (One Hundred-Fifty the requirement of any construction paymer)</li> <li>b. If the estimated cost of the extension is greater an estimate of the annual revenue to proposed extension. Such estimate shall be customers similarly situated.</li> <li>c. If the estimated cost of the proposed extension is greater, or applicants, for service, or the difference between the estimated cost of the annual cost of the applicant, or applicants, for service, or the difference between the estimated cost of the annual cost of the construction payment, if any, returned.</li> </ul>	SEP 23 sempany's mains in occupies The Company Mill extended prorate applies the conset of the proposed exten- er stations, stand towers, and onnected, and shall further in ad accounting expense. If the Dollars), The Company will nent. the derived from the sale of be be derived from the sale of be based on the experience of mision exceeds the estimated in authorized agent, shall path the extension and the estimated in authorized agent, as so and.	Gale mains along the roads or stree Gale mains along the roads or stree main along the strength d/or reconstruction of existing water nclude the Company's usual charge f he estimated cost of the extension is finance and make the extension with undred-Fifty Dollars), the Company s water to the applicants for service al f the Company from consumption of annual revenue from the sale of wate y to the Company an amount equal to the dannual revenue. The sum so advison as the work is completed, and the Company that they will take water set

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	b.	If the extension is not greater than 50 fe will finance and make the extension without extension exceeds 50 feet per original co shall be reduced by 50 times the cost per f	the requirement of ustomer, the cost	any construction payment. I	mpany f the 1015
	с.	The estimated cost of the extension shall soon as the work is complete and final co than the completed and final actual cost, a the Company shall refund the difference.	st is ascertained.	If the estimated cost is or	eater
	d.	To give effect to the Tax Reform Act of 19 cable state income tax, all such advances Company will pay the tax liability on thi taxes by eliminating any refunds from the refunds may be made subject to the Customer	s or contributions s advance or contr ae Company for fut	have become taxable income. ibution and offset its payme ure customer additions. How	The
3.		<ul> <li>stomer Fair Share Cost</li> <li>A "Customer Fair Share Cost" is to be coll new service line to a designated portion service, excluding the original customers a (1) The new connection is made in an area This includes customers being instal street, on an existing private street, to or be parallel with the aforemention</li> <li>(2) The new water service is made outsid unless made to a portion of the Main subdivision.</li> </ul>	of the water main as listed in the con that existed at the led within the rig or on a Company or hed streets. e the boundary of	extension and taking metered tract with applicant, provide time the Main Extension was ht of way of an existing p dedicated utility easement t an existing multi-lot subdiv	water d: made. ublic o get ision
	b.	The "Customer Fair Share Cost" is equal feet. No "Customer Fair Share Cost" shall contract.	to the cost per fo be allocated for ar	ot, as determined below, tim eas excluded from such cost i	es 50 n the
	c.	The following formula will be used to deter	mine the "Customer	Fair Share Cost":	
		a = Original Customers Contribution to Co b = Total Length of Original Main Extensi c = Cost Per Foot ( a/b )			
		"Customer Fair Share Cost" = ( 50 feet time	es'c' )		
	d.	The costs shared shall in no event exceed oper or individual for the construction, cost of construction when an independent co	or the lesser of a	ctual cost or Company's esti	evel- mated
	e.	The Company shall act as an agent to colle funds to the original customers.	ect the "Customers F	air Share Cost" and allocate	these
	f.	At the expiration of a ten-year period, n applicable.	o further "Customen	: Fair Share Cost" refunds wi	ll be
4.	Ext	ensions made under this rule shall be and r	emain the property	of the Company.	
5.	str	e Company reserves the right to further e eets and easements and customers connecte licant paying for the original extension to	d to such further	extensions shall not entitle	cting e the
	ses min mee be CANC	en a request is made for an extension of wa at adequate source of water in its existin he the sizes of main needed. If the Compa at the Company's overall system requirement borne by the Company.	g distribution syst any chooses to size	em. The Company will then d the extension larger is the cost of the larger size size	eter- er to shall
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ISSUED BY R. L. LAMB, President, Joplin, MO.

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E EMPIRE DISTRICT ELECTRIC COMPANY		( FCVISEQ.	<u>8</u> .
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AUBORA, MARIONVILLE, VERONA	386.	Revised Street Which was issued	
Community, Town or City			
RULES AND R	EGULATIONS	REGIVED	1 1
e. The Company agrees to make refunds to the custor after the water main is installed as follows: For each new customer taking service from said regular yearly contracts, six times the first year's from such new customer.	extension unde	r filed Meter Rates and	
f. The sum of the refunds made by the Company shal	ll in no event ex	ceed the original amount paid to the	e Company.
g. Extensions made under this rule shall be and remain upkeep and maintenance.	n the property (	of the Company in consideration of	its perpetual
<ul> <li>h. The Company reserves the right to extend further t customers connected to such further extensions sha to a refund for the attaching of such customers.</li> </ul>			
i. The pipe used in making extensions under this rule to supply the district to be served. Such determina judgment of the Company. If the Company desires size of pipe reasonably required in the judgment of served, the additional cost due to the larger size of	ation as to size a s to make the ex f the Company f	nd type of pipe shall be left soleted (tension in pipe optime for the dis or adequate water service for the dis	Pthe nan the
j. No interest will be paid by the Company on the cu	stomer's payme	nt to the Company. ARS.	8
<ol> <li>No interest will be paid by the company on the curves</li> <li>Unoccupied and Undeveloped Areas: This rule shall govern the extension of the Company's residential purposes where there are no water mains in mains within the incorporated area of the community</li> <li>a. The applicant for extension of mains shall pay to the labor and materials required for the proposed exterengineering, insurance, tool and accounting expenses the actual cost of the work by a refund, as soon as ment, if any, returned.</li> </ol>	he Company a s nsion, including æ. The sum so a	um of money equal to the estimated the Company's usual charge for sup advanced by the applicant shall be ad	d cost of all pervision, djusted to
<ul> <li>b. The Company will refund to the applicant during t follows:</li> <li>For each new consumer taking service from said regular yearly contracts, the sum of One Hundred</li> </ul>	extension unde	er filed Meter Rates and	ed as
c. The sum of the refunds made by the Company shall	ll in no event ex	ceed the original amount paid to the	e Company.
<ul> <li>d. Extensions made under this rule shall be and remain petual upkeep and maintenance.</li> </ul>	in the property	of the Company in consideration of	its per-
<ul> <li>e. The Company reserves the right to further extend to customers connected to such further extension sha refund for the attaching of such customers.</li> </ul>	Il not entitle th	e applicant paying for original exten	ision to a
f. The pipe used in making extnesions under this rule to supply the district to be served. Such determina WATER AUTHORITY	shall be of type ation as to size a	and size which will be reasonably a and type of pipe shall be left solely t Pub ic Service Corre	to the
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DATE OF ISSUE JULY 11, 1978	DATE	FEFECTIVE JULY 13.	1978

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7. No interest will	l be paid by the Company on p are required on private roads	payments made by the Ap	MISSO plicant for the extens	URI Commiss
right-of-way, a	are required on private roads a proper deed of easement r the extension will be made.	must be furnished to	the Company without	cost to the
C. Metering				
line, or point by the customer	Location of Meter: ecessary for any reason to p of delivery, the work of con at his expense, provided the rol of the customer, the add:	nstructing the intermed at when the condition m	liate service lines sh aking the extra work (	nall be done necessary is
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CANCELLED August 8, 2020 Missouri Public Service Commission			Public Service	Commiss
WM-2020-0156; YW-2021-0008				

ISSUED BY R. L. LAMB, President, Joplin, MO.

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judgment of the Company. If the Company desires size of pipe reasonably required in the judgment of served, the additional cost due to the larger pipe sh	the Company fo	or water service in the community to	
g. No interest will be paid by the Company on the ap	plicant's paymen	it to the Company.	
C. Metering			
1. Extra Work for Location of Meter:			
Should it be necessary for any reason to place the met delivery, the work of constructing the intermediate ser vided that when the condition making the extra work expense shall be borne by the Company.	rvice lines shall b	e done by the customer at his expe	nse, pro-
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ISSUED BY R. C. ALLEN, President, Joplin, Mo. •

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## STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

THE EMPIRE DISTRICT ELECTRIC COMPANY

Sec.	2			Sheet No. S.C. Mo. No.	<u> </u>
Sec.	2	<u>1st</u>	Revised	Sheet No.	10

P.S.C. Mo. No.

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For	AURORA, MARIONVILLE, VERONA
No sur	plement to this tariff will be issued except

for the purpose of cancelling this tariff.

RULES AND
REGULATIONS

## CHAPTER IV

## BILLING PRACTICES

## A. Billing and Payments Standards

- 1. Company will normally render a bill for each billing period to every customer in accordance with its applicable rate schedule. Failure of a customer to receive a bill shall not relieve him of his obligation for payment thereof.
- 2. Each billing statement rendered by the Company will be computed on the actual usage during the billing period except as follows:
  - a. Company may render a bill based on estimated usage:
    - (1) When extreme weather conditions, emergencies labor agreements, or work stoppages prevent actual meter readings.
    - (2) When Company is unable to obtain access to the customer's premises for the purpose of reading the meter, or in situations where the customer makes reading the meter unnecessarily difficult. If the Company is unable to obtain an actual meter reading for these reasons, where practicable, it will undertake reasonable alternatives to obtain a customer reading of the meter, such as mailing or leaving postpaid, preaddressed postcards upon which the customer may note the reading, unless the customer requests otherwise.
    - (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.

## STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C.	Mo.	No.	4

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Sheet No.

#### For AURORA, MARIONVILLE, VERONA

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

		Cancelling P.S	.C. Mo. No.	4	
		-			
Sec.	2	Original	Sheet No.	10	
		Which was	issued	07-11-78	

Revised

Sec. <u>2 1st</u>

### RULES AND REGULATIONS

# CHAPTER IV

## **BILLING PRACTICES**

- A. Billing and Payments Standards
  - 1. Company will normally render a bill for each billing period to every customer in accordance with its applicable rate schedule. Failure of a customer to receive a bill shall not relieve him of his obligation for payment thereof.
  - 2. Each billing statement rendered by the Company will be computed on the actual usage during the billing period except as follows:
    - a. Company may render a bill based on estimated usage:
      - (1) When extreme weather conditions, emergencies labor agreements, or work stoppages prevent actual meter readings.
      - (2) When Company is unable to obtain access to the customer's premises for the purpose of reading the meter, or in situations where the customer makes reading the meter unnecessarily difficult. If the Company is unable to obtain an actual meter reading for these reasons, where practicable, it will undertake reasonable alternatives to obtain a customer reading of the meter, such as mailing or leaving postpaid, preaddressed postcards upon which the customer may note the reading, unless the customer requests otherwise.
    - b. Company will not render a bill based on estimated usage for more than three consecutive billing periods, except under conditions described in paragraph A2a(1) of this rule.
    - c. Under no circumstances will Company render a bill based on estimated usage:
      - (1) Unless the estimating procedures employed by the Company and any substantive changes in those procedures have been approved by the Commission.
      - (2) As a customer's initial or final bill for service unless conditions beyond the control of the Company prevent an actual meter reading.
    - 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.

CANCELLED August 24, 2014 Missouri Public Service Commission JW-2015-0024

**FILED Missouri Public** Service Commission WR-2012-0300; YW-2013-0204

DATE EFFECTIVE November.23, 2012

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THE EMPIRE DISTRICT ELECTRIC COMPANY		Cancelling P. S. C. MO. No.	3
	Sec	Original SHEET No	
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BIL	LING PRACTICES		
A. Billing and Payment Standards			
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(3)Use customer supplied readings, whenev	ver possible, to determine	e usage.	
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ISSUED BY R. C. ALLEN, President, Joplin, Mo.

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CANCELLED November 23, 2012 Missouri Public Service Commission WR-2012-0300; YW-2013-0204 i

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION		P.S.C. Mo. No4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec.	2 1st Revised Sheet No. 11 Cancelling P.S.C. Mo. No. 4
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of cancelling this tariff.	Sec.	Original Sheet No11
	S AND ATIONS	

- 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.
- 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.

CANCELLED August 8, 2020 Missouri Public Service Commission WM-2020-0156; YW-2021-0008

DATE EFFECTIVE August 24, 2014

State of Missouri, Public Service Commission	Sec. 2	(Original) SHEET No
THE EMPIRE DISTRICT ELECTRIC COMPANY		Cancelling P. S. C. MO. No.
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For AURORA, MARIONVILLE, VERONA		Which was issued
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RULES AND F	EGULATION	S a contraction
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h. License, occupation, gross receipts, franchise, and s	sales taxes.	
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10. At locations where, as provided under Chapter 11, sec of premises, a customer desiring to terminate service s person at the office, or by mail, a regular card form for meter reading to the Company office either by mail o completed, either directly or by mail.	hall notify the or final meter r	nearest Company office, and receive, eith eading by customer. Upon return of the f
B. Guarantee of Payment		
1. Company may require a security deposit or other guar	rantee as a con	dition of new service due to any of the fo
WATER AUTHORITY		

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JW-2015-0024 ISSUED BY R. C. ALLEN, President, Joplin, Mo.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION	P.S.C. Mo. No4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec. <u>2</u> Original Sheet No. <u>11.a</u> Cancelling P.S.C. Mo. No.
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of cancelling this tariff.	Sec Original Sheet No
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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:



DATE EFFECTIVE August 24, 2014

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION	P.S.C. Mo. No.	4
THE EMPIRE DISTRICT ELECTRIC COMPANY		
	Sec. <u>2 1st</u> Revised Sheet No.	12
	Cancelling P.S.C. Mo. No.	4
For AURORA, MARIONVILLE, VERONA		
No supplement to this tariff will be issued except	Sec. <u>2</u> Original Sheet No.	12
for the purpose of cancelling this tariff.		

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REGULATIONS

- 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;

CANCELLED August 8, 2020 Missouri Public Service Commission WM-2020-0156; YW-2021-0008

DATE EFFECTIVE August 24, 2014

tate of Missouri, Public Service Commission	Sec. 2	(Original) SHEET No.	1
HE EMPIRE DISTRICT ELECTRIC COMPANY	Cancelling	P. S. C. MO. No.	3
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Community, Town or City	· ····································		
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a. The customer has outstanding with a utility prov			
account which accrued within the last five years unpaid and not in dispute.	and at the time of the reque	est for service, remains	
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last five years.			
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account not in dispute.			
b. In an unauthorized manner, the customer interfe		vice of the Company on	
or about or delivered to the customer's premises	S.		
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billing periods out of twelve consecutive billing	periods.		
d. A customer other than residential has failed to p	oay an undisputed bill before	the delinquency date	
for two billing periods out of six consecutive bil	lling periods.		
3. No deposit shall be required by the Company beca	use of a customer's race, sex,	, creed, national origin,	
marital status, age, number of dependents, source of			
4. A security deposit required pursuant to these rules	is subject to the following te	erms and	
conditions:	,		
a. A deposit will not exceed the utility charges app	plicable to one billing period	plus thirty days and	
shall be computed on the basis of the estimated	-		
deposit is required under the terms of section 2			
exceed two times the highest bill of that custom	ner during the preceding twel	ve months.	
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DATE OF ISSUE JULY 11, 1978 Month Day Year August 24, 2014 Missouri Public Service Commission JW-2015-0024

DATE OF ISSUE JULY 11, 1978 Month Doy Year ISSUED BY R. C. ALLEN, President, Joplin, Mo.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION	P.S.C. Mo. No4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec. <u>2</u> 4th Revised Sheet No. <u>13</u> Canceling P.S.C. Mo. No. <u>4</u>
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of canceling this tariff.	Sec. <u>2</u> <u>3rd</u> Revised Sheet No. <u>13</u>
	ULES AND GULATIONS

- 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.



STATE OF MISSOURI, PUBLIC SERVICE COMMISSION	P.S.C. Mo. No4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec. <u>2</u> 3rd Revised Sheet No. <u>13</u>
For AURORA, MARIONVILLE, VERONA	Canceling P.S.C. Mo. No. <u>4</u>
No supplement to this tariff will be issued except	Sec. <u>2</u> 2nd Revised Sheet No. <u>13</u>
for the purpose of canceling this tariff.	Which was issued <u>11-21-05</u>
	RULES AND REGULATIONS

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

CANCELLED August 24, 2014 Missouri Public Service Commission JW-2015-0024 FILED Missouri Public Service Commission WR-2012-0300; YW-2013-0204

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION	P.S.C. Mo. No4	
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec. <u>2</u> 2nd Revised Sheet No. <u>13</u> Canceling P.S.C. Mo. No. <u>4</u>	
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of canceling this tariff.	Sec. <u>1st</u> Revised Sheet No. <u>13</u> Which was issued <u>11-07-02</u>	-
F	RULES AND REGULATIONS	

- 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.
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- Company will maintain a record of all deposits, received from customers, showing the name of each customer, the e. location of the premises occupied by the customer at the time the deposit was required and each successive location while the deposit is retained, the date and amount of deposit, and the date and amount of interest paid.
- Each customer posting a security deposit shall receive in writing at the time of tender of deposit or with the first bill, a f. 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.
  - +
  - 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.

DATE EFFECTIVE January 5, 2006

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION	P.S.C. Mo. No4
THE EMPIRE DISTRICT ELECTRIC COMPANY	
	Sec. 2 1st Revised Sheet No. 13
	Cancelling P.S.C. Mo. No4
For AURORA, MARIONVILLE, VERONA	
No supplement to this tariff will be issued except	Sec Original Sheet No <u>13</u>
for the purpose of cancelling this tariff.	Which was issued7-11-78
	RULES AND
	REGULATIONS

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

DATE OF ISSUE <u>1// 7/ △ 2</u> ISSUED BY D.W. Gibson, Vice President, Joplin, MO

DATE EFFECTIVE

State of Missouri, Public Service Commission	Sec	Original SHEET No
HE EMPIRE DISTRICT ELECTRIC COMPANY		Cancelling P. S. C. NO. No.
	Sec	Original SHEET No.
or AURORA, MARIONVILLE, VERONA		
Community, Town or City		
RULES AND	REGULATIONS	JUL 1 2 1978
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b. Interest at the rate of six percent per annum co	mpounded annua	Public Service Countries on all deposits.
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the return of the deposit. Interest shall not acc		
hasmade a reasonable effort to return such dep	osit to the custon	ner. The Company will keep in
its records evidence of its efforts to return such	deposit. This ru	le shall not preclude the Company
from crediting interest upon each service account	nt during one con	nplete billing cycle annually.
c. Upon termination of service, the deposit, with a	accrued interest.	will be credited to the final bill and
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may withhold refund of the deposit funds pend		
discontinuance for nonpayment or unauthorized	-	
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P.S.C.	Mo.	No.	4

Sheet No.

## For <u>AURORA, MARIONVILLE, VERONA</u>

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

		Cancelling P.S	S.C. Mo. No.	4
Sec.	2	Original	Sheet No.	14

Revised

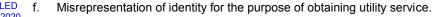
## RULES AND REGULATIONS

- 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

Sec.

2 1st

- 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.



CANCELLED f. I August 8, 2020 Missouri Public Service Commission WM-2020-0156; YW-2021-0008

DATE EFFECTIVE August 24, 2014

4	Sec. 2. (Original) SHEET No. 14
THE EMPIRE DISTRICT ELECTRIC COMPANY	Cancelling P. S. C. NO. No
For	Sec
Community, Town of City	Which was issued
BULES AND I	
h. Company will apply deposit standards uniformly a	as a condition of utility service to all residential customers.
	I customer, required to make a deposit, may pay such a dep
	elihood that the customer does not intend to pay for such
<ol> <li>In lieu of a security deposit required by these rules, C as surety for a customer service account.</li> </ol>	Company may accept the written guarantee of a responsible
6. A guarantee accepted by the Company is subject to the	
	arantee and the maximum amount guaranteed. The Compa ss of the maximum amount of the required cash deposit unl en instrument.
	guarantor shall be released upon satisfactory payment by t
	or a period of twelve successive months. For purposes of th ills, it is made prior to the date upon which the bill become
	isfactory if made within ten days of resolution or withdraw
of the dispute. The Company may withhold the r dispute involving discontinuance for nonpayment	elease of the guarantor pending the resolution of a matter in of unauthorized interference by the customer.
	ainst existing undisputed utility charges, provided the amou Deposits otherwise subject to refund may be withheld pendic
C. Discontinuance of Service	
<ol> <li>Company may discontinue service to any customer for a. Nonpayment of a delinquent account.</li> </ol>	or one or more of the following reasons:
b. Failure to post a security deposit or guarantee acc	eptable to the Company.
	utility service situated or delivered on or about the custom
premises. The above includes the following: (1)If connections or any device are found on the p	premises of a customer of Company which would prevent th
meter from registering the total water used or t	
	tampered with, or shall by any manner or means prevent th jistered by the meter installed on said premises for such
(3) If Company installs a check meter in series wit	h the meter provided for customer and the check meter ind
	such customer, and upon such showing, both the check me
d. Failure to comply with the terms and conditions of	of a settlement agreement.
e. Refusal to grant access at reasonable times to equipose of inspection, meter reading, maintenance or	ipment installed upon the premises of the customer for the replacement.
WATER A tion of the other purpose of o	btaining utility service.
ORDER NO.104	111 2 1070

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Service Commission JW-2015-0024 **ISSUED BY** R. C. ALLEN, President, Joplin, Mo.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION				P.S	.C. Mo. No.	4	_
THE EMPIRE DISTRICT ELECTRIC COMPANY							
	Sec.	2	3rd	Revised	Sheet No.	15	
			Car	ncelling P.S	.C. Mo. No.	4	
For <u>AURORA, MARIONVILLE, VERONA</u>				-			
No supplement to this tariff will be issued except	Sec.	2	2nd	Revised	Sheet No.	15	
for the purpose of cancelling this tariff.							

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 prevouus occupant remains an occupant or user; or
  - f. The failure to ay 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 discontinuance will be conspicuously posted in public areas of the building, provided however, that such notices will not be required if the Company is not aware that said structure is a single metered multi-dwelling unit residential building. Such notices shall include the date on or after which discontinuance may occur. The Company will not be required to provide notice in individual situations where safety of employees is a consideration.

August 8, 2020 Missouri Public Service Commission WM-2020-0156: YW-2021-0008

DATE EFFECTIVE

August 24, 2014

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION	P.S.C. Mo. No4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec. <u>2</u> 2nd Revised Sheet No. <u>15</u> Cancelling P.S.C. Mo. No. <u>4</u>
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of cancelling this tariff.	Sec. <u>2 1st</u> Revised Sheet No. <u>15</u> Which was issued <u>9-15-93</u>
RULE REGUL	

- g. Violation of any other rules of the Company on file with and approved by the Commission which adversely affect the safety of the customer or other persons, or the integrity of the Company's delivery system.
- h. The nonpayment of a sewer bill issued by a sewer provider that has a valid and existing contract with Company providing for discontinuance of water service for nonpayment of sewer bills as provided by Section 393.015 RSMo, when the sewer service provider has provided written notice of discontinuance by certified mail to the customer 30 days in advance and has also requested disconnection of water service by the Company and complied with all prerequisites under the contract. Customer notification, dispute resolution procedures, and charges in such circumstances are governed by the terms of the contract rather than these rules and regulations.
- 2. None of the following shall constitute sufficient cause for Company to discontinue service:
  - a. The failure of a customer to pay for merchandise, appliances, or services not subject to Commission jurisdiction as an integral part of the utility service provided by the Company.
  - b. The failure of a residential customer to pay for concurrent service received at a separate metering point, residence or location. In the event of a discontinuance or termination of service at a separate residential metering point, residence or location in accordance with these rules, Company may transfer any unpaid balance to any other residential service account of the customer.
  - c. The failure of the customer to pay for a different class of service received at the same or different location. The placing of more than one meter at the same location for the purpose of billing the usage of specific devices under optional rate schedules or provision is not construed as a different class of service for the purpose of this rule.
- 3. Subject to the requirements of these rules, Company may discontinue service to a customer between the hours of 8:00 a.m. and 4:00 p.m. on the date specified on the notice of discontinuance or within a reasonable time thereafter. Service shall not be discontinued on a day when Company personnel are not available to reconnect the customer's service, or on a day immediately preceding such day. Service shall not be discontinued for nonpayment of a delinquent account within six (6) days after an account becomes delinquent except where written notice is delivered to a customer in which case discontinuance may be effected not less than forty-eight (48) hours after delivery of the notice.
- 4. Company will not discontinue service pursuant to section C1 unless written notice by first class mail is sent to the customer at least ten (10) days prior to the date of the proposed discontinuance. If written notice is delivered to the customer, it shall be done at least ninety-six (96) hours prior to discontinuance. Service of notice by mail is complete upon mailing. Company will maintain an accurate record of the date of mailing. A notice of discontinuance of service shall not be issued as to a bill or portion of a bill currently the subject of a dispute pending with the Company or the Commission nor shall such a notice be issued as to any bill or portion of a bill which is the subject of a settlement agreement, unless the Company inadvertently issued such notice in which case the Company will take necessary steps to withdraw or cancel such notice. +
- 5. At least ten (10) days prior to discontinuance of service for non-payment of a bill or deposit at a multi-dwelling unit residential building at which usage is measured by a single meter, notices of the Company's intent to discontinuance will be conspicuously posted in public areas of the building, provided however, that such notices will not be required if the Company is not aware that said structure is a single metered multi-dwelling unit residential building. Such notices shall include the date on or after which discontinuance may occur. The Company will not be required to provide notice in individual situations where safety of employees is a consideration. +

CANCELLED August 24, 2014 Missouri Public Service Commission JW-2015-0024 FILED Missouri Public Service Commission WR-2012-0300; YW-2013-0204

STATE OF MISSOURI, PUBLIC SERVICE COMMISSIO	N	P.S.C. Mo. No4
	Sec.	2 1st Revised Sheet No. 15 Cancelling P.S.C. Mo. No. 4
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of cancelling this tariff.	Sec.	2Original Sheet No15 Which was issued77=14-78
	RULES AND REGULATIONS	SEP 13 1993

- 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 September 2010
- h. The nonpayment of a sewer bill issued by a sewer provider that has a valid and existing contract with Company providing for discontinuance of water service for nonpayment of sewer bills as provided by Section 393.015 RSMo, when the sewer service provider has provided written notice of discontinuance by certified mail to the customer 30 days in advance and has also requested disconnection of water service by the Company and complied with all prerequisites under the contract. Customer notification, dispute resolution procedures, and charges in such circumstances are governed by the terms of the contract rather than these rules and regulations.
- 2. None of the following shall constitute sufficient cause for Company to discontinue service:
  - a. The failure of a customer to pay for merchandise, appliances, or services not subject to Commission jurisdiction as an integral part of the utility service provided by the Company.
  - b. The failure of a residential customer to pay for concurrent service received at a separate metering point, residence or location. In the event of a discontinuance or termination of service at a separate residential metering point, residence or location in accordance with these rules, Company may transfer any unpaid balance to any other residential service account of the customer.
  - c. The failure of the customer to pay for a different class of service received at the same or different location. The placing of more than one meter at the same location for the purpose of billing the usage of specific devices under optional rate schedules or provision is not construed as a different class of service for the purpose of this rule.
- 3. Subject to the requirements of these rules, Company may discontinue service to a customer between the hours of 8:00 a.m. and 4:00 p.m. on the date specified on the notice of discontinuance or within a reasonable time thereafter. Service shall not be discontinued on a day when Company personnel are not available to reconnect the customer's service, or on a day immediately preceding such day. Service shall not be discontinued for nonpayment of a delinquent account within six (6) days after an account becomes delinquent except where written notice is delivered to a customer in which case discontinuance may be effected not less than forty-eight (48) hours after delivery of the notice.
- 4. Company will not discontinue service pursuant to section C1 unless written notice by first class mail is sent to the customer at least six (6) days prior to the date of the proposed discontinuance. If written notice is delivered to the customer, it shall be done at least 48 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 five days prior to discontinuance of service for non-payment of a bill or deposit at a multi-dwelling unit residential building at which usage is measured by a single meter, notices of the Company's intent to discontinuance will be conspicuously posted in public areas of the building, provided however, that such notices will not be required if the Company is not aware that said structure is a single metered multi-dwelling unit residential building. Such notices shall include the date on or after which discontinuance may occur. The Company will not be required to provide notice in individual situations where safety of employees is a consideration.

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itate of Missouri, Public Service Commission	Sec. 2		iginal) SHEET No.	15-
HE EMPIRE DISTRICT ELECTRIC COMPANY		Cancelling P. S	5. C. MO. No	3
or AURORA, MARIONVILLE, VERONA	Sec	(Re	iginal ( SHEET No. vised	·····
Community, Town of City		C	hrwas issued	<u> – 1 – 1 – 1 – 1 – 1 – 1 – 1 – 1 – 1 – </u>
RULES AND F	EGULATIONS		NESSIVI	<u>ں</u>
			<u> </u>	8
g. Violation of any other rules of the Company on fill affect the safety of the customer or other persons,	, or the integrit	y of the Company	's delivery system.	
<ol> <li>None of the following shall constitute sufficient cause</li> <li>a. The failure of a customer to pay for merchandise, a</li> <li>as an integral part of the utility service provided by</li> </ol>	appliances, or se	ervices not subjec	vice: Source C t to Commission ju	risdiction
b. The failure of a residential customer to pay for con or location. In the event of a discontinuance or ter residence or location in accordance with these rules residential service account of the customer.	rmination of se	vice at a separate	residential meterin	ig point,
c. The failure of the customer to pay for a different c placing of more than one meter at the same locatio optional rate schedules or provisions is not constru	n for the purpo	ose of billing the u	sage of specific dev	vices under
3. Subject to the requirements of these rules, Company r 8:00 a.m. and 4:00 p.m. on the date specified on the Service shall not be discontinued on a day when Comp service, or on a day immediately preceding such day. account within five (5) days after an account becomes customer in which case discontinuance may be effected notice.	notice of discor pany personnel Service shall no s delinquent exc ed not less than	ntinuance or with are not available ot be discontinued cept where writte forty-eight (48) b	in a reasonable tim to reconnect the cu I for nonpayment c n notice is <b>(Caller</b> nours after delivery	e thereafter. Istomer's To a of the
<ul> <li>notice.</li> <li>4. Company will not discontinue service pursuant to sect customer at least six (6) days prior to the date of the customer, it shall be done at least 48 hours prior to di mailing. Company will maintain an accurate record of shall not be issued as to a bill or portion of a bill curre. Commission nor shall such a notice be issued as to an agreement except after breach of a settlement agreem which case the Company will take necessary steps to which case the Company will take necessary steps to which case the Company will take necessary steps to which case the Company will take necessary steps to which case the Company will take necessary steps to which case the Company will take necessary steps to which case the case takes the case takes the case takes t</li></ul>	proposed discor scontinuance. If the date of ma ently the subjec y bill or portior ent, unless the	ntinuance. If writ Service of notice ailing. A notice o at of a dispute per n of a bill which is Company inadver	tten notice is delive by map is complete f <b>Public</b> nual of ding with the Com s the subject of a se	POLCE pany or the ettlement
5. At least five days prior to discontinuance of service for residential building at which usage is measured by a si will be conspicuously posted in public areas of the bu the Company is not aware that said structure is a sing shall include the date on or after which discontinuance notice in individual situations where safety of employ	ngle meter, not ilding, provideo le metered mult e may occur. 1	ices of the Compa I however, that su ti-dwelling unit re The Company will	any's intent to disc ch notices will not sidential building.	ontinuance be required if Such notices
At least five days prior to discontinuance of service for dential building where each unit is individually metered vice in all units in the building or at a residence in wh mer, the occupant(s) shall be given written notice of to that such notice shall not be required unless the occup aware that he is not the customer. In the case of a mil- dually metered or in the case of a single family residen be discontinued shall outline the procedure by which of the same character presently received through that WATER AUTHORITY	ed at which a s ich the occupar the Company's pant has advised ulti-dwelling un nce, the notice the occupant t	ingle customer is nt usinglütility ser intent to disconti d the Company or it residential built provided to the o hereof may apply	responsible for pay vice is not the Com nucleservice, provide the Company is of ting where each un ccupant of the uni	ment for ser- pany's custo- ed however therwise it is indivi- t about to
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ORDER NO.104		\ \		

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION		P.S.C. Mo. No4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec	2 <u>4th</u> Revised Sheet No. <u>16</u> Cancelling P.S.C. Mo. No. <u>4</u>
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of cancelling this tariff.	Sec	2 <u>3rd</u> Revised Sheet No. <u>16</u>
	S AND ATIONS	

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.

Missouri Public POSE Service Commission WM-2020-0156; YW-2021-0008

DATE EFFECTIVE

August 24, 2014

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION			P.S.C. Mo. No.	4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec.	2	<u>3rd</u> Revised Sheet No. Cancelling P.S.C. Mo. No.	<u> </u>
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of cancelling this tariff.	Sec.	_2_	<u>2nd</u> Revised Sheet No. Which was issued	<u>16</u> 11-07-02
_	ES AND ILATIONS			

At least ten (10)days prior to discontinuance of service for non-payment of a bill or deposit at a multi-dwelling unit residential building where each unit is individually metered at which a single customer is responsible for payment for service in all units in the building or at a residence in which the occupant using utility service is not the Company's customer, the occupant(s) shall be given written notice of the Company's intent to discontinue service, provided however that such notice shall not be required unless the occupant has advised the Company or the Company is otherwise aware that he is not the customer. In the case of a multi-dwelling unit residential building where each unit is individually metered or in the case of a single family residence, the notice provided to the occupant of the unit about to be discontinued shall outline the procedure by which the occupant thereof may apply in his or her name for service of the same character presently received through that meter. +

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

CANCELLED August 24, 2014 Missouri Public Service Commission JW-2015-0024 FILED Missouri Public Service Commission WR-2012-0300; YW-2013-0204

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION	P.S.C. Mo. No4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec. <u>2</u> 2nd Revised Sheet No. <u>16</u>
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of cancelling this tariff.	Cancelling P.S.C. Mo. No. <u>4</u> Sec. <u>2 1st</u> Revised Sheet No. <u>16</u> Which was issued <u>9-15-93</u>
	S AND ATIONS

At least five days prior to discontinuance of service for non-payment of a bill or deposit at a multi-dwelling unit residential building where each unit is individually metered at which a single customer is responsible for payment for service in all units in the building or at a residence in which the occupant using utility service is not the Company's customer, the occupant(s) shall be given written notice of the Company's intent to discontinue service, provided however that such notice shall not be required unless the occupant has advised the Company or the Company is otherwise aware that he is not the customer. In the case of a multi-dwelling unit residential building where each unit is individually metered or in the case of a single family residence, the notice provided to the occupant of the unit about to be discontinued shall outline the procedure by which the occupant thereof may apply in his or her name for service of the same character presently received through that meter.

- 6. At least twenty-four hours preceding discontinuance of service, Company will make reasonable efforts to contact the customer to advise of the pending action and what steps must be taken to avoid discontinuance.
- 7. Immediately preceding the discontinuance of service, an employee of the Company designated to perform such function shall, except in individual situations where the safety of the employee is a consideration, make a reasonable effort to contact and identify himself to the customer or responsible person then upon the premises and shall announce the purpose of his presence. When service is discontinued, the employee will leave a notice upon the premises in a manner conspicuous to the customer that service has been discontinued and the address and telephone number of the Company where the customer may arrange to have service restored.
- 8. Notwithstanding any other provision of this rule, Company will postpone the discontinuance of utility service to a residential customer for a time not in excess of twenty-one days if the Company is advised the discontinuance will aggravate an existent medical emergency of the customer, a member of his family or other permanent resident of the premises where service is rendered. Company may require customer to provide satisfactory evidence that a medical emergency exists.
- 9. Notwithstanding any other provision of this rule, Company may discontinue any service temporarily for reasons of maintenance, health, safety or a state of emergency.
- 10. Upon the customer's request, Company will restore service promptly when the cause of discontinuance of service has been eliminated, applicable restoration charges paid and, if required satisfactory credit arrangements have been made. At all times, a reasonable effort shall be made to restore service upon the day restoration is requested, and in any event, restoration shall be made no later than the next working day following the day requested by the customer. The Company will charge the customer a reconnect charge as shown on the rate section of this tariff. If discontinuance was caused by diversion, the cost of any facility or changes Company deems necessary or appropriate in order to prevent possible future diversion of energy by customer may have to be paid for by customer. +
- 11. When a customer initiates a complaint or inquiry, the Company will: immediately record the date, time and place the complaint or inquiry is made; investigate it promptly and completely; and attempt to resolve the matter informally in a manner mutually satisfactory to both parties. When e 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 eny 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.

CANCELLED
November 23, 2012
Missouri Public
Service Commission
WR-2012-0300; YW-2013-0204

07 DATE OF ISSUE ISSUED BY D.W. Gibson, Vice President, Joplin, MO

DATE EFFECTIVE

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION	N	P.S.C. Mo. No4
THE EMPIRE DISTRICT ELECTRIC COMPANY ForAURORA, MARIONVILLE, VERONA No supplement to this tariff will be issued except for the purpose of cancelling this tariff.		<u>1st</u> Revised Sheet No. <u>16</u> Cancelling P.S.C. Mo. No. <u>4</u> Original R Sheet More <u>17 F 16</u> Which was issued <u>741478</u>
	RULES AND REGULATIONS	SEP 1 3 1993
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At least five days prior to discontinuance of service for non-payment of a bill of deposie at a monophymiling; upit residential building where each unit is individually metered at which a single customer is responsible for payment for service in all units in the building or at a residence in which the occupant using utility service is not the Company's customer, the occupant(s) shall be given written notice of the Company's intent to discontinue service, provided however that such notice shall not be required unless the occupant has advised the Company or the Company is otherwise aware that he is not the customer. In the case of a multi-dwelling unit residential building where each unit is individually metered or in the case of a single family residence, the notice provided to the occupant of the unit about to be discontinued shall outline the procedure by which the occupant thereof may apply in his or her name for service of the same character presently received through that meter.

- 6. At least twenty-four hours preceding discontinuance of service, Company will make reasonable efforts to contact the customer to advise of the pending action and what steps must be taken to avoid discontinuance.
- 7. Immediately preceding the discontinuance of service, an employee of the Company designated to perform such function shall, except in individual situations where the safety of the employee is a consideration, make a reasonable effort to contact and identify himself to the customer or responsible person then upon the premises and shall announce the purpose of his presence. When service is discontinued, the employee will leave a notice upon the premises in a manner conspicuous to the customer that service has been discontinued and the address and telephone number of the Company where the customer may arrange to have service restored.
- 8. Notwithstanding any other provision of this rule, Company will postpone the discontinuance of utility service to a residential customer for a time not in excess of twenty-one days if the Company is advised the discontinuance will aggravate an existent medical emergency of the customer, a member of his family or other permanent resident of the premises where service is rendered. Company may require customer to provide satisfactory evidence that a medical emergency exists.
- 9. Notwithstanding any other provision of this rule, Company may discontinue any service temporarily for reasons of maintenance, health, safety or a state of emergency.
- 10. Upon the customer's request, Company will restore service promptly when the cause of discontinuance of service has been eliminated, applicable restoration charges paid and, if required satisfactory credit arrangements have been made. At all times, a reasonable effort shall be made to restore service upon the day restoration is requested, and in any event, restoration shall be made no later than the next working day following the day requested by the customer. The Company will charge the customer a reconnect fee of \$3.00. If discontinuance was caused by diversion, the cost of any facility or changes Company deems necessary or appropriate in order to prevent possible future diversion of energy by customer may have to be paid for by customer.
- 11. When a customer initiates a complaint or inquiry, the Company will: immediately record the date, time and place the complaint or inquiry is made; investigate it promptly and completely; and attempt to resolve the matter informally in a manner mutually satisfactory to both parties. When a customer initiates a complaint or inquiry at the Company relating to termination of the customer's water service because of non-payment of a sewer bill, the Company is under no obligation to investigate the nature of the dispute between the customer and the sewer sewer provider but shall immediately refer the customer to the proper department at the provider of sewer service.
- 12. A customer may advise the Company that a bill is in dispute in any reasonable manner such as by written notice, in person or by a telephone call directed to the Company during normal business hours. A dispute must be registered with the Company at least 24 hours prior to the date of the proposed discontinuance for a customer to avoid discontinuance of service as provided by these uter FLLED

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State of Missouri, Public Service Commission		P. S. C. MO. No.	
	Sec2		HEET No. 16.
THE EMPIRE DISTRICT ELECTRIC COMPANY	I	Cancelling P. S. C. MO.	
Ear AURORA, MARIONVILLE, VERONA	Sec		HEET No.
For		Which was is	sued
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6. At least twenty-four hours preceding discontinuance the customer to advise of the pending action and w	of service, Comp hat steps must be	any will make reasonab	Inuance,
7. Immediately preceding the discontinuance of service function shall, except in individual situations where reasonable effort to contact and identify himself to and shall announce the purpose of his presence. Wh upon the premises in a manner conspicuous to the o and telephone number of the Company where the c	, an employee of the safety of the the customer or nen service is disc customer that ser	the Company designate employee is a considera responsible person then ontinued, the employee vice has been discontinu	ed to perform such ation, make a upon the premises will leave a notice red and the address
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<ol> <li>Notwithstanding any other provision of this rule, Co of maintenance, health, safety or a state of emergen</li> </ol>		ontinue any service tem	porarily for reasons
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11. When a customer initiates a complaint or inquiry the the complaint or inquiry is made; investigate it pro informally in a manner mutually satisfactory to bot	mptly and comp	immediant recording etely; and tracenting;	Conjectime and pla Colve the matter
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<ol> <li>Company, in attempting to resolve the dispute in a cations, personal meetings, on-site visits or any other</li> </ol>			
14. The failure of a customer who has lodged a dispute to the Company's offer to negotiate, or to enter int of the customer's right to continuance of service an notice required by these rules, proceed to discontin the Commission within the five day period.	to a reasonable se id Company may	ttlement agreement shal not less than five days	Il constitute a waive after provision of th
15. Customers presenting frivolous disputes shall have not to discontinue the service of a customer presenting Division of the Commission of the circumstances.		s frivolous, will advise t	
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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION	P.S.C. Mo. No. <u>4</u>
THE EMPIRE DISTRICT ELECTRIC COMPANY	
	Sec. <u>2</u> 2nd Revised Sheet No. <u>17</u>
	Cancelling P.S.C. Mo. No. <u>4</u>
For AURORA, MARIONVILLE, VERONA	
No supplement to this tariff will be issued except	Sec. <u>2</u> <u>1st</u> Revised Sheet No. <u>17</u>
for the purpose of cancelling this tariff.	

## 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.

Missouri Public Service Commission WM-2020-0156; YW-2021-0008

DATE EFFECTIVE \_\_\_\_August 24, 2014

STATE OF MISSOURI, PUBLIC SERVICE COMMISSIO	N	P.S.C. Mo. No4
THE EMPIRE DISTRICT ELECTRIC COMPANY For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of cancelling this tariff.	Sec. <u>2</u>	<u>1st</u> Revised Sheet No. <u>17</u> Cancelling P.S.C. Mo. No. <u>4</u>
	Sec. <u>2</u>	Original Sheet C1Z Which was issued
	RULES AND REGULATIONS	SEP 13 1993
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- 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 may treat a customer complaint or dispute involving the same question or issue based upon the same facts as already adjudged (res judicata) and is not required to comply with these rules more than once prior to discontinuance of service.
- 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.
- 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.

CANCELLED August 24, 2014 Missouri Public

ervice Commission

JW-2015-0024

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DATE OF ISSUE <u>SEPTEMBER 15, 1993</u> ISSUED BY M. W. MCKINNEY, Vice President, Joplin, MO

DATE EFFECTIVE OCTOBER 25, 1993

		(Original) SHEET No
THE EMPIRE DISTRICT ELECTRIC COMPANY	Cor	ncelling P. S. C. NO. No.
For AURORA, MARIONVILLE, VERONA	Sec	(Origina)   SHEET No
Community, Town or City		Which was issued
RULES A	ND REGULATIONS	
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3. If a customer fails to comply with the terms ar service after notifying the customer in writing the default of the settlement agreement; the nature due is made within five days from the date of ma upon or after which service will be discontinued.	by personal service or fir of the default; that unle ailing, Company will disco	st class mail: that the customer is in standard states that the second states the second states and state
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ISSUED BY R. C. ALLEN, President, Joplin, Mo.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION	P.S.C. Mo. No.	4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec. <u>2</u> <u>1st</u> Revised Sheet No. <u>1</u> Cancelling P.S.C. Mo. No.	
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of cancelling this tariff.	Sec. <u>2</u> Original Sheet No. <u>1</u> Which was issued <u>09/15/</u>	8
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- 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.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION	N	P.S.C. Mo. No4
	Sec	2 Original Sheet No. <u>18</u> Cancelling P.S.C. Mo. No.
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of cancelling this tariff.	Sec	Revised Sheeche. VED
	RULES AND REGULATIONS	SEP 1 3 1993
		Public Service Commission

- 24. The Company shall not be required to provide notice to customers of possible discontinuance or to discontinuance or the sever service or 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** 
  - 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 sixty (60) days shall be in writing and mailed or otherwise delivered to the customer.
  - 2. Every settlement 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.
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CANCELLED August 24, 2014 Missouri Public Service Commission JW-2015-0024

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OCTOBER 25, 1993

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION			P.S.C. Mo. No.	4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec.	2	<u>1st</u> Revised Sheet No. Cancelling P.S.C. Mo. No.	19
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of cancelling this tariff.	Sec.	_2_	Original Sheet No. Which was issued	<u>19</u> 09-15-93
	S AND ATIONS			

# CHAPTER V

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

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

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

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

## PRELIMINARY STATEMENTS

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

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

## 1. DEFINITIONS

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

CANCELLED August 8, 2020 Missouri Public Service Commission WM-2020-0156; YW-2021-0008

STATE OF MISSOURI, PUBLIC SERVICE COMMISSI	ON	P.S.C. Mo. No4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec. <u>2</u>	Original Sheet No19 Cancelling P.S.C. Mo. No
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of cancelling this tariff.	Sec	Revised SREE COELVED
	RULES AND REGULATIONS	SEP 1 3 1993
		Public Service Commission
	CHAPTER V	
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- A. Applicability
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  - 2. The Company will enter into a contract in the form contained herein with any sewer corporation or sewer provider which provides sewer service to Company's water customers. On the effective date of the contract, Company shall operate under the terms of the contract, as opposed to its other rules and regulations for water service, with regard to those transactions covered by the terms of this agreement.
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- b. Water Company provides water service under terms and conditions approved by the Public Service Commission of the State of Missouri (hereinafter "Commission") in areas where the Sewer Provider provides sewer service.
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- 1.2 Customer premises: The place at which the particular utility service is being delivered such as a residence, an apartment building, a business location, a mechanical installation, or an industrial facility. DCT 25 PG3



WR-2012-0300; YW-2013-0204

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DATE OF ISSUE <u>SEPTEMBER 15, 1993</u> ISSUED BY M. W. MCKINNEY, Vice President, Joplin, MO DATE EFFECTIVE \_\_\_\_OCTOBER 25, 1993

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION			P.S.	C. Mo. No.	4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec.	_2	<u>1st</u> Revised Canceling P.S.		<u>         20                           </u>
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of canceling this tariff.	Sec.	_2	-	Sheet No.	<u>20</u> 09-15-93
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- 1.3 Discontinue service: In the case of water service, the removal of the water meter(s) and installation of PVC threaded plugs in the meter set inlet and outlet, thus isolating the service line from the main and avoiding system degradation.
- 1.4 Delinquent: In the case of the Sewer Provider's sewer customers, a bill becomes delinquent 21 days after it has been mailed to the customer's premises if it is unpaid at that time. \*
- 1.5 Multi-unit building: Either a multi-family dwelling such as an apartment building or condominium, an office building where there are multiple independently-operated offices, or shopping centers which may contain multiple retail entities.

## 2. APPLICABILITY

2.1 This agreement governs the relationship between Sewer Provider and Water Company when and if the Sewer Provider requests Water Company to discontinue water service to a customer premises served by the Water Company because of nonpayment of a delinquent sewer bill owed to the Sewer Provider for the premises. It covers the situation where payment of the bill for sewer service is delinquent, as defined herein, but payment for water service is either not delinquent at the time of the request by the Sewer Provider or service to the premises, for some other reason, is not scheduled for discontinuance by Water Company. This agreement does not apply where Water Company does not provide water service to the premises receiving sewer service, except as provided herein.

## 3. DISCONTINUANCE PROCEDURE

- 3.1 Commencement By Sewer Provider. Sewer Provider may commence the discontinuance procedure under this agreement by providing written notice to Water Company containing the following information:
  - a. The full name of the Sewer Provider's sewer customer that has a delinquent bill.
  - b. The full address of the premises where the sewer service is being provided.
  - c.+ The amount of the sewer bill which is overdue.
  - d.+ A copy of the notice sent to the sewer customer.
  - e.+ The date at which the Sewer Provider requests that water service be discontinued to the customer's premises.
  - f. + A statement, signed by a responsible authority of the Sewer Provider which states that:
    - 1. the sewer customer has been afforded thirty (30) days written notice of the possibility of termination of water service for non-payment of the sewer charges;
    - 2. the sewer customer has been afforded the right to be heard by the Sewer Provider regarding the correctness and validity of the bill for sewer services under whatever procedures the Sewer Provider has for such:
    - 3. there are no stay orders or other requirements of law or ordinance which would be violated by Water Company's compliance with the request of the Sewer Provider under this agreement; and
    - 4. that the Sewer Provider has complied with all of its own ordinances and procedures regarding the issuance and collection of the delinquent sewer bill.
  - g.+ Whether a deposit will be required for continued provision of sewer service, and if so, the amount of such deposit.
- 3.2 Obligation of Water Company on Receipt of Request. Upon Water Company's receipt of all of the materials specified in section 3.1, Water Company shall, by no later than the end of the first working day thereafter, determine whether Water Company provides water service to the premises identified as being subject to discontinuance.



STATE OF MISSOURI, PUBLIC SERVICE COMMISSIO	P.S.C. Mo. No	4
THE EMPIRE DISTRICT ELECTRIC COMPANY		
	Sec. <u>2</u> Original Sheet No	20
	Cancelling P.S.C. Mo. No.	
For AURORA, MARIONVILLE, VERONA		
No supplement to this tariff will be issued except	Sec Revised Sheet No	
for the purpose of cancelling this tariff.	Which was state EIVE	0
	RULES AND	
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- 1.3 Discontinue service: In the case of water service, the removal of the water meter(s) and service of PVC threaded plugs in the meter set inlet and outlet, thus isolating the service line from the reinvice acciding system degradation.
- 1.4 Delinquent: In the case of the Sewer Provider's sewer customers, a bill becomes delinquent days after it has been mailed to the customer's premises if it is unpaid at that time.
- 1.5 Multi-unit building: Either a multi-family dwelling such as an apartment building or condominium, an office building where there are multiple independently-operated offices, or shopping centers which may contain multiple retail entities.

# 2. APPLICABILITY

2.1 This agreement governs the relationship between Sewer Provider and Water Company when and if the Sewer Provider requests Water Company to discontinue water service to a customer premises served by the Water Company because of nonpayment of a delinquent sewer bill owed to the Sewer Provider for the premises. It covers the situation where payment of the bill for sewer service is delinquent, as defined herein, but payment for water service is either not delinquent at the time of the request by the Sewer Provider or service to the premises, for some other reason, is not scheduled for discontinuance by Water Company. This agreement does not apply where Water Company does not provide water service to the premises receiving sewer service, except as provided herein.

# 3. DISCONTINUANCE PROCEDURE

3.1 Commencement By Sewer Provider. Sewer Provider may commence the discontinuance procedure under this agreement by providing written notice to Water Company containing the following information:

- a. The full name of the Sewer Provider's sewer customer that has a delinguent bill.
- b. The full address of the premises where the sewer service is being provided.
- The name and address of the owner of the property where the sewer service is provided if the owner is c. different from the Sewer Provider's sewer customer.
- d. The amount of the sewer bill which is overdue.
- A copy of the notice sent to the sewer customer. e.
- The date and time at which the Sewer Provider requests that water service be discontinued to the customer's f. premises.
- A statement, signed by a responsible authority of the Sewer Provider which states that: g.
  - 1. the sewer customer has been afforded thirty (30) days written notice by certified mail, return receipt requested, of the possibility of termination of water service for non-payment of the sewer charges;
  - 2. the sewer customer has been afforded the right to be heard by the Sewer Provider regarding the correctness and validity of the bill for sewer services under whatever procedures the Sewer Provider has for such;
  - 3. there are no stay orders or other requirements of law or ordinance which would be violated by Water Company's compliance with the request of the Sewer Provider under this agreement; and
  - 4 that the Sewer Provider has complied with all of its own ordinances and procedures regarding the issuance and collection of the delinquent sewer bill.
- Whether a deposit will be required for continued provision of sewer service, and if so, the amount of such h. deposit.
- 3.2 Obligation of Water Company on Receipt of Request. Upon Water Company's receipt of all of the materials specified in section 3.1, Water Company shall, by no later than the end of the first working day thereafter, determine whether Water Company provides water service to the premises identified as being subject to discontinuance.

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DATE OF ISSUE **SEPTEMBER 15, 1993** ISSUED BY M. W. MCKINNEY, Vice President, Joplin, MO

DATE EFFECTIVE

OCTOBER 25, 1993

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION	P.S.C. Mo. No.	4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec. <u>2</u> <u>1st</u> Revised Sheet No.	21
	Cancelling P.S.C. Mo. No.	4
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of cancelling this tariff.	Sec. <u>2</u> Original Sheet No. Which was issued	21 9-15-93
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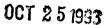
# REGULATIONS

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

CANCELLED August 8, 2020 Missouri Public Service Commission WM-2020-0156; YW-2021-0008

STATE OF MISSOURI, PUBLIC SERVICE COMMISSIO	N	P.S.C. Mo. No4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec. <u>2</u>	Original Sheet No21 Cancelling P.S.C. Mo. No
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of cancelling this tariff.	Sec	Revised Sheet No. Which was issued C <u>E I V E D</u>
	RULES AND REGULATIONS	SEP 13 1993

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



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DATE OF ISSUE SEPTEMBER 15, 1993 ISSUED BY M. W. MCKINNEY, Vice President, Joplin, MO DATE EFFECTIVE OCTOBER 25, 1993

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION			P.S.C. Mo. No.	4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec.	2	<u>2nd</u> Revised Sheet No. Canceling P.S.C. Mo. No.	<u>          22           </u>
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of canceling this tariff.	Sec.	_2_	C C	22
-	ES AND			

- 1. Not more than fifteen (15) but at least five (5) days prior to discontinuance of water service, notices of Water Company's intent to discontinue shall be conspicuously posted in public areas of the building; provided, however, that these notices shall not be required if the Water Company is not aware that the structure is a single metered multi-unit building. The notices shall include the date on or after which discontinuance may occur and shall state that water service is proposed to be discontinued for non-payment of a bill for sewer service. The notice shall state the name and address of the sewer customer that is delinquent and the name and telephone number of a person with the Sewer Provider who can discuss the situation.
- 3.4 Discontinuance Procedure.
  - a. If all the pertinent conditions above have been satisfied, at least twenty-four (24) hours preceding discontinuance, Sewer Provider shall make reasonable efforts to contact the customer to advise of the pending action and what steps must be taken to avoid discontinuance.
  - b. Immediately preceding the discontinuance of service, the employee of Water Company designated to perform the function and an employee of the Sewer Provider shall make a reasonable effort to contact the customer or a responsible person on the premises and identify themselves and announce the purpose of their presence. After service is discontinued, the Water Company employee shall leave a notice upon the premises in a manner conspicuous to the customer that service has been discontinued and the address and telephone number of the Water Company where the customer may arrange to have service restored.
- 3.5 Bankruptcy or Court Order. If either party to this agreement receives notice that the customer at the premises scheduled for discontinuance of water service has invoked the protection of the federal bankruptcy laws, such party shall immediately notify the other party by telephone and follow-up such telephone notification with written notification. Water Company is entitled to cease its discontinuance efforts under this agreement if it has notice that the customer has filed for bankruptcy and therefore the stay provisions of the bankruptcy laws would be violated if Water Company continued with collection efforts on behalf of the Sewer Provider. Water Company shall also be entitled to cease the discontinuance efforts. Water Company shall also be entitled to cease discontinuance efforts. Water Company shall be under no obligation to the Sewer Provider to resume discontinuance efforts until the stay or other orders blocking discontinuance have been lifted.
- 3.6 Where Water Bill Subsequently Becomes Delinquent.
  - a. In situations where the Sewer Provider's request for discontinuance arrives at Water Company and the water bill at the premises is not delinquent, but subsequently becomes delinquent, Water Company shall ensure that its discontinuance procedures required by its tariff approved by the Commission are followed in conjunction with the procedures under this agreement. Water Company may delay discontinuance of the water service for non-payment of a delinquent water bill to coincide with the scheduled discontinuance of water service for non-payment of the delinquent sewer bill. In no event, however, shall discontinuance take place less than thirty (30) days after notice by first class mail is sent by the Sewer Provider pursuant to section 3.1.F. hereof. +
  - b. In such situations, Water Company shall not be entitled to bill the Sewer Provider for Water Company's lost revenue after the date of discontinuance, unless otherwise provided in section 5.2. +

## 4. RESTORATION PROCEDURE

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



STATE OF MISSOURI, PUBLIC SERVICE COMMISSION	P.S.C. Mo. No4
THE EMPIRE DISTRICT ELECTRIC COMPANY	
For <u>AURORA, MARIONVILLE, VERONA</u>	Sec. <u>2</u> 1st Revised Sheet No. <u>22</u> Canceling P.S.C. Mo. No. <u>4</u>
No supplement to this tariff will be issued except for the purpose of canceling this tariff.	Sec. <u>2</u> Original Sheet No. <u>22</u> Which was issued <u>09-15-93</u>
	ES AND LATIONS

- 1. Not more than fifteen (15) but at least five (5) days prior to discontinuance of water service, notices of Water Company's intent to discontinue shall be conspicuously posted in public areas of the building; provided, however, that these notices shall not be required if the Water Company is not aware that the structure is a single metered multi-unit building. The notices shall include the date on or after which discontinuance may occur and shall state that water service is proposed to be discontinued for non-payment of a bill for sewer service. The notice shall state the name and address of the sewer customer that is delinquent and the name and telephone number of a person with the Sewer Provider who can discuss the situation.
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  - b. Immediately preceding the discontinuance of service, the employee of Water Company designated to perform the function and an employee of the Sewer Provider shall make a reasonable effort to contact the customer or a responsible person on the premises and identify themselves and announce the purpose of their presence. After service is discontinued, the Water Company employee shall leave a notice upon the premises in a manner conspicuous to the customer that service has been discontinued and the address and telephone number of the Water Company where the customer may arrange to have service restored.
- 3.5 Bankruptcy or Court Order. If either party to this agreement receives notice that the customer at the premises scheduled for discontinuance of water service has invoked the protection of the federal bankruptcy laws, such party shall immediately notify the other party by telephone and follow-up such telephone notification with written notification. Water Company is entitled to cease its discontinuance efforts under this agreement if it has notice that the customer has filed for bankruptcy and therefore the stay provisions of the bankruptcy laws would be violated if Water Company continued with collection efforts on behalf of the Sewer Provider. Water Company shall also be entitled to cease the discontinuance procedure in compliance with an order of the Commission or a court of competent jurisdiction to cease discontinuance efforts. Water Company shall be under no obligation to the Sewer Provider to resume discontinuance efforts until the stay or other orders blocking discontinuance have been lifted.
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CANCELLED November 23, 2012 Missouri Public Service Commission WR-2012-0300; YW-2013-0204

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION		P.S.C. Mo. No.	4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec2	Original Sheet No. Cancelling P.S.C. Mo. No.	22
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of cancelling this tariff.	Sec	Revised Sheet No. Which was issued	Vro
F	RULES AND REGULATIONS		

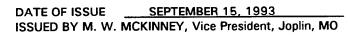
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  - b. Immediately preceding the discontinuance of service, the employee of Water Company designated to perform the function and an employee of the Sewer Provider shall make a reasonable effort to contact the customer or a responsible person on the premises and identify themselves and announce the purpose of their presence. After service is discontinued, the Water Company employee shall leave a notice upon the premises in a manner conspicuous to the customer that service has been discontinued and the address and telephone number of the Water Company where the customer may arrange to have service restored.
- 3.5 Bankruptcy or Court Order. If either party to this agreement receives notice that the customer at the premises scheduled for discontinuance of water service has invoked the protection of the federal bankruptcy laws, such party shall immediately notify the other party by telephone and follow-up such telephone notification with written notification. Water Company is entitled to cease its discontinuance efforts under this agreement if it has notice that the customer has filed for bankruptcy and therefore the stay provisions of the bankruptcy laws would be violated if Water Company continued with collection efforts on behalf of the Sewer Provider. Water Company shall also be entitled to cease the discontinuance procedure in compliance with an order of the Commission or a court of competent jurisdiction to cease discontinuance efforts. Water Company shall be under no obligation to the Sewer Provider to resume discontinuance efforts until the stay or other orders blocking discontinuance have been lifted.
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  - a. In situations where the Sewer Provider's request for discontinuance arrives at Water Company and the water bill at the premises is not delinquent, but subsequently becomes delinquent, Water Company shall ensure that its discontinuance procedures required by its tariff approved by the Commission are followed in conjunction with the procedures under this agreement. Water Company may delay discontinuance of the water service for non-payment of a delinquent water bill to coincide with the scheduled discontinuance of water service for nonpayment of the delinquent sewer bill. In no event, however, shall discontinuance take place less than thirty (30) days after notice by certified mail is sent by the Sewer Provider pursuant to section 3.1.G. hereof.
  - b. In such situations, Water Company shall not be entitled to bill the Sewer Provider for Water Company's lost revenue after the date of discontinuance, as otherwise provided in section 5.2.

# 4. RESTORATION PROCEDURE

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DATE EFFECTIVE OCTOBER 25, 1993

Public Service Commence OBER 25, 1993

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION			P.S.C. Mo. No.	4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec.	2	<u>2nd</u> Revised Sheet No. Canceling P.S.C. Mo. No.	23
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of canceling this tariff.	Sec.	_2_	<u>1st</u> Revised Sheet No. Which was issued	<u>23</u> 11-21-05
	ES AND ILATIONS			

4.2 Service may also be restored to the premises without consideration of the delinquent sewer charges if Water Company receives a bona fide application for service from a new customer who meets all of the Water Company's requirements for initiation of service to a premises.

## 5. RELATIONSHIP BETWEEN CITY AND WATER COMPANY

- 5.1 The Sewer Provider and the Water Company shall establish a mutually agreeable procedure and schedule for the processing of requests for discontinuance by the Sewer Provider, so as not to unduly interfere with or restrict the normal operations of the Water Company of providing service to its customers. Water Company reserves the right to reschedule procedures under this agreement if they conflict with or prevent the Water Company from providing safe and adequate service to its customers.
- 5.2 Since Water Company will forego revenue it would otherwise receive from water customers by complying with the terms of this agreement, and incur costs for notices and discontinuance it would not otherwise incur. Sewer Provider shall pay Water Company according to the following schedule. Water Company shall issue a bill to Sewer Provider for each month in which the events occur and Sewer Provider shall pay the amount billed within thirty (30) days of the date of the bill.
  - a. Schedule of Fees:

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

b. Lost Revenues:

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

- 5.3 Indemnification. Since Water Company may be subject to damage claims from the Sewer Provider's sewer customers for Water Company's actions or inactions pursuant to this agreement, the Sewer Provider shall indemnify and save Water Company harmless from any and all claims, expenses and costs based upon or arising out of Water Company's actions or inactions related to this Agreement, including negligent acts or omissions by the Water Company or its employees related to the disconnection or reconnection procedures. The phrase "claims, expenses and costs" shall be construed broadly and shall include, by way of example, costs of defense, damages, penalties, remediation costs, investigation costs, attorneys fees, costs of settlement, and miscellaneous expenses. The Sewer Provider shall maintain adequate insurance coverage to fund this indemnification requirement.
- 5.4 Disputes. If a dispute arises between the Sewer Provider and Water Company regarding any of the provisions or operation of this agreement, the parties shall attempt promptly and in good faith to resolve such dispute through negotiations between representatives who have authority to settle the controversy. Either party may give notice to the other of the existence of a dispute. Within twenty (20) days of the delivery of such notice, the parties shall meet at a mutually acceptable time and place, and thereafter as often as they deem necessary, to exchange information and attempt to resolve the dispute, until the parties conclude that the dispute cannot be resolved by negotiation.

CANCELLED	allei
August 8, 2020	
Missouri Public	
Service Commissio	n
WM-2020-0156; YW-202	1-0008

FILED Missouri Public Service Commission WR-2012-0300; YW-2013-0204

DATE EFFECTIVE

November 23, 2012

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION		<b>P.S</b> .	C. Mo. No.	4
THE EMPIRE DISTRICT ELECTRIC COMPANY				
	Sec.	 <u>1st</u> Revised		23
For AURORA, MARIONVILLE, VERONA		Canceling P.S.	C. MO. NO.	4
No supplement to this tariff will be issued except for the purpose of canceling this tariff.	Sec.	 Original Which was i	Sheet No. issued	<u>23</u> 09-15-93
	ES AND LATIONS		<u></u>	

4.2 Service may also be restored to the premises without consideration of the delinquent sewer charges if Water Company receives a bona fide application for service from a new customer who meets all of the Water Company's requirements for initiation of service to a premises.

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

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- 5.4 Disputes. If a dispute arises between the Sewer Provider and Water Company regarding any of the provisions or operation of this agreement, the parties shall attempt promptly and in good faith to resolve such dispute through negotiations between representatives who have authority to settle the controversy. Either party may give notice to the CANCELLED other of the existence of a dispute. Within twenty (20) days of the delivery of such notice, the parties shall meet at a November 23, 20 mutually acceptable time and place, and thereafter as often as they deem necessary, to exchange information and Missouri Publicattempt to resolve the dispute, until the parties conclude that the dispute cannot be resolved by negotiation. WR-2012-0300; YW-2013-0204

DATE EFFECTIVE \_\_\_\_January 5, 2006

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION	V	P.S.C. Mo. No4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec. <u>2</u>	Cancelling P.S.C. Mo. No
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of cancelling this tariff.	Sec	Revised SheerG. EIVED Which was issued
	RULES AND REGULATIONS	SEP 1 3 1993
		MISSOURI

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  - a. Schedule of Fees:

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During normal working hours of Water Company: For each discontinuance completed For each restoration after discontinuance	
After normal working hours of Water Company: For each restoration after discontinuance	\$ 58.00

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DATE OF ISSUE **SEPTEMBER 15, 1993** ISSUED BY M. W. MCKINNEY, Vice President, Joplin, MO

DATE EFFECTIVE OCTOBER 25/1559UP1 PUDIC Service Coronastic

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION			P.S.C. Mo. No.	4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec.	2	<u>2nd</u> Revised Sheet No. Canceling P.S.C. Mo. No.	
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of canceling this tariff.	Sec.	2	<u></u>	<u>24</u> 11-21-05
-	ES AND JLATIONS			

- 5.5 Negotiations. Negotiations extending for a period of sixty (60) days after the first such meeting shall be deemed to be at an impasse, unless otherwise agreed by the parties. If negotiations are deemed to be at an impasse, the parties agree to submit the matter to the Commission for arbitration pursuant to 386.230 RSMo. Nothing in this section shall prevent either party from terminating this agreement as otherwise provided in this agreement.
- 5.6 Termination. This agreement may be terminated by either of the parties hereto upon the delivery of thirty (30) days written notice to the other at the other's principal place of business. Termination shall not relieve any party of any amounts which accrued or became due prior to termination, or relieve the Sewer Provider of the obligation to indemnify the Water Company under section 5.3 for any event which occurred prior to termination.

# 6. MISCELLANEOUS PROVISIONS

- 6.1 This agreement shall not be construed to in any way limit the rights of the Sewer Provider to collect delinquent sewer bills in any other lawful fashion including, but not limited to, suits at law for damages, suits in equity relating to the sewer service, or physical disconnection of sewer service.
- 6.2 Water Company shall not be required to post notices or proceed with discontinuance under this agreement in situations where the safety of its employees is a consideration.
- 6.3 This agreement constitutes the entire agreement between the Water Company and the Sewer Provider with respect to the subject matter hereof and supersedes any other agreements, undertakings, understandings and discussions. This agreement may be amended or modified only by written instrument executed by both the Sewer Provider and the Water Company, except that the amounts for charges specified in this agreement shall be changed automatically if the Commission allows changes in said amounts in the tariff.
- 6.4 This agreement shall be construed and interpreted in accordance with the laws of Missouri.

Sewer Provider of \_\_THE EMPIRE DISTRICT ELECTRIC COMPANY

By	:	By:
	Authorized Signature	
	der authority granted by dinance No	
Att	est:	Attest:
	Secretary	Secretary
C.	<b>'</b> ,	greement between Company and a Sewer Provider or sewer district, the npany's other rules and regulations.

CANCELLED August 8, 2020 Missouri Public Service Commission WM-2020-0156; YW-2021-0008

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION			P.S	.C. Mo. No.	4
THE EMPIRE DISTRICT ELECTRIC COMPANY	_				
	Sec.		<u>1st</u> Revised	Sheet No.	24
ForAURORA, MARIONVILLE, VERONA			Canceling P.S	.C. Mo. No.	4
No supplement to this tariff will be issued except	Sec.	2	Original	Sheet No.	24
for the purpose of canceling this tariff.			Which was	issued	09-15-93
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By:

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

Sewer Provider of \_THE EMPIRE DISTRICT ELECTRIC COMPANY

By:

Authorized Signature

Under authority granted by Ordinance No.

Attest:

Attest:

Secretary

Secretary

C. Exclusivity of Procedure

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

CANCELLED November 23, 2012 Missouri Public Service Commission WR-2012-0300; YW-2013-0204

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION	N	P.S.C. Mo. No4
THE EMPIRE DISTRICT ELECTRIC COMPANY	Sec.	2 Original Sheet No. 24 Cancelling P.S.C. Mo. No.
For <u>AURORA, MARIONVILLE, VERONA</u> No supplement to this tariff will be issued except for the purpose of cancelling this tariff.	Sec.	Cancelling P.S.C. Mo. No. RECEIVED Revised Sheet No. Which was issued SFP 1 3 1993
	RULES AND REGULATIONS	MISSOURI
		Public Service Commission

negotiation. Negotiations extending for a period of sixty (60) days after the first such meeting shall be deemed to be at an impasse, unless otherwise agreed by the parties. If negotiations are deemed to be at an impasse, the parties agree to submit the matter to the Commission for arbitration pursuant to 386.230 RSMo. Nothing in this section shall prevent either party from terminating this agreement as otherwise provided in this agreement.

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

#### 6. MISCELLANEOUS PROVISIONS

- 6.1 This agreement shall not be construed to in any way limit the rights of the Sewer Provider to collect delinquent sewer bills in any other lawful fashion including, but not limited to, suits at law for damages, suits in equity relating to the sewer service, or physical disconnection of sewer service.
- 6.2 Water Company shall not be required to post notices or proceed with discontinuance under this agreement in situations where the safety of its employees is a consideration.
- 6.3 This agreement constitutes the entire agreement between the Water Company and the Sewer Provider with respect to the subject matter hereof and supersedes any other agreements, undertakings, understandings and discussions. This agreement may be amended or modified only by written instrument executed by both the Sewer Provider and the Water Company, except that the amounts for charges specified in this agreement shall be changed automatically if the Commission allows changes in said amounts in the tariff.
- 6.4 This agreement shall be construed and interpreted in accordance with the laws of Missouri.

Sewer Provider of	THE EMPIRE DISTRICT ELECTRIC COMPANY
By: Authorized Signature	Βγ:
Under authority granted by Ordinance No.	
Attest:	Attest:
Secretary	Secretary
<ul> <li>C. Exclusivity of Procedure</li> <li>1. In situations covered by the terms of the agreagement shall govern over the terms of Cor</li> </ul>	eement between Company and a Sewer Provide or sewer distric npany's other rules and regulations. OCT 251993
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DATE OF ISSUESEPTEMBER 15, 1993 ISSUED BY M. W. MCKINNEY, Vice President, Joplin,	DATE EFFECTIVE OCTOBER 25, 1993