

The following
Tariff
Original Sheet Nos. 1-22
is
Appendix 3

EMPIRE DISTRICT INDUSTRIES, INC.

This Tariff, filed with the Missouri Public Service Commission, contains the rates, terms and conditions applicable to the provision of competitive interexchange intrastate telecommunications services and competitive dedicated, not-switched local exchange private line telecommunications services in the State of Missouri by Empire District Industries, Inc..

This Tariff is on file with the Missouri Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business, 602 Joplin Street, Joplin, Missouri.

Issued: July 30, 2002

Effective: September 13, 2002

Issued by: R.F. Gatz, President
Empire District Industries, Inc.
602 Joplin
Joplin, Missouri 64801

CHECK LIST

The Title Page and sheets 1 through 22, inclusive, of this Tariff are effective as of the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1.	Original		
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* Indicates new or revised sheet with this filing

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CONCURRING CARRIERS

NONE

CONNECTING CARRIERS

NONE

OTHER PARTICIPATING CARRIERS

NONE

1. EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated

below:

- "C" to signify a changed rule or regulation *
- "D" to signify a discontinued rate or regulation
- "I" to signify increased regulation
- "M" to signify a matter relocated without change
- "N" to signify a new rate or regulation
- "R" to signify reduced regulation
- "S" to signify reissued material
- "T" to signify a change in text, but no change in rate or regulation
- "Z" to signify a correction

2. APPLICATION OF TARIFF

The service rates and regulations set forth in this Tariff are generally applicable to the provision of interexchange intrastate telecommunications services and dedicated, nonswitched local exchange private line telecommunications services by Empire District Industries, Inc.. The Company may from time to time, and in particular circumstances, provide discounts or promotional offerings or otherwise waive or modify

• *When used in reference to a rate, the symbol "C" indicates a change in the method of applying a rate which will result in either an increase or a decrease for certain customers.

these general rates and regulations for potential customers, in conformance with this Tariff and the rules, regulations, and orders of the Constitution.

3. DEFINITIONS

As used in this Tariff, the following terms shall have the following meanings unless the context otherwise require:

- A. Bit - The smallest amount of information in the binary system of notation.
- B. Cable Facilities - A coaxial and or fiber optic cable network with associated repeater amplifiers and coupling devices which provides the path for transmission of signals to or from the Customer's or User's Premises.
- C. Customer - The person, firm, corporation or other legal entity which contracts with the Company to receive telecommunications services from the Company.
- D. Circuit - A communications path of specific bandwidth or transmission speed between two or more points of termination.
- E. Facilities - All Company-owned or operated equipment and Cable Facilities used to provide telecommunications services.
- F. Individual Case Basis - A service arrangement in which the regulations, rates, and charges are developed on the specific circumstances of the case.

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- G. Premises - A building or structure on property not separated by a public right-of-way. The property may be divided by a private right-of-way or easement, such as a railroad right-of-way.
- H. Private Line Service - An unswitched full-time transmission service utilizing the Facilities to connect two or more designated Customer or User locations.
- I. Terminating Facilities - All equipment placed in a structure that converts the transmitted signal to a requested service type, connects the structure to the Company's network and provides a point of interface/connection to which the Customer can connect its equipment. This equipment may include electronic equipment, cable, wiring, connecting panels and blocks.
- J. User - A person, firm, or corporation designated as a user of common carrier services furnished to the Customer. A User must be specifically named in the Customer's application for services.

4. PROVISION OF SERVICE

The company shall provide service to Customers which enter into a written contract with the Company specifying the services to be provided by the Company, the rates to be charged, and other terms and conditions of service. Certain general terms and conditions applicable to the provision of service by the Company are set forth in this Tariff. Contract terms not specifically governed by the Tariff will be individually

negotiated with each prospective Customer. The Company will not provide services to any Customer until a contract has been executed.

5. OBLIGATIONS OF CUSTOMER

A. Conditions for Use: Service may be used for the transmission of information of the Customer provided that:

1. The Customer has entered into a written contract with the Company;
2. The Customer shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and
3. The Customer, upon request, shall furnish such information and access to its location(s) and/or User's location(s) as may be required to permit the Company to design and maintain the Facilities to provide service and to assure that the service arrangement is in accordance with the provisions of this Tariff and the contract entered into between the Customer and the Company.

B. General Obligations:

1. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Customer or User with

- the interface equipment provided and/or sanctioned by the Company.
2. Damage to, or destruction of, Facilities caused by the negligence or willful act of the Customer or User of their agents.
 3. Reimbursing the Company for any loss caused by the theft of Facilities installed on the Customer's or User's premises.
 4. The provision of the power, wiring, and outlets required to operate the Facilities installed on the Customer's or User's Premises.
 5. The provision, installation and maintenance of sealed conduit with explosive-proof fittings between equipment furnished by the Company in explosive atmosphere and points outside the hazardous area where connection may be made with the Facilities. The Customer may be required to install and maintain the Company's equipment within the hazardous area if, in the opinion of the Company, injury or damage to its employees or property might result from installation or maintenance by the Company.

6. Obtaining permission for the Company's agents or employees to enter the Premises of the Customer or User at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of service, removing the Facilities.
 7. Making the Company's service components and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, and providing for reasonable access to those facilities and equipment.
 8. All actions or omissions of a person, firm or corporation appointed by the Customer as its agent. Any limitations of agent's authority shall not be binding on the Company.
 9. Any breach of the terms and conditions contained in this Tariff or in the contract between the Customer and the Company governing service.
- C. Payment of Rates and Charges: The Customer is responsible for payment of all rates and charges as specified in this Tariff and/or the contract with the Company to the Customer or User. The Company will submit invoices to the Customer by the first of each month, which are due and payable upon receipt at the Customer's general office or at such other places as may be designated by the Customer. Invoices not paid within thirty (30) days are subject to late

charges and interest with interest compounded monthly 1.5% per month, or such other amount otherwise allowed by law. In addition, failure to pay any past or currently due amounts may result in termination of service as described in Section 13 of this Tariff. Any billing errors shall be adjusted to the known date of error or for a period of one year, whichever is shorter.

6. OBLIGATIONS OF THE COMPANY

- A. Undertakings: The undertaking of the Company is to furnish service as ordered and specified by the Customer, and as limited by the terms and conditions of this Tariff and the contract entered into between the Customer and the Company. This offering is subject to the availability of Facilities. The Company undertakes to maintain and repair any equipment which it furnished to the Customer, unless otherwise specified in the contract entered into between the Customer and the Company. The Customer or User may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without the prior written consent of the Company.
- B. Limitations: The Company shall not be responsible for installation, operation or maintenance of any Terminating Facilities or communications systems purchased or connected to service by a Customer, unless otherwise specified in the contract entered into between the Customer and the Company. Service is not represented as adapted to the use of any specific equipment or system. The Responsibility of the Company shall be limited to the furnishing of

service and maintenance and operation of such service .The furnishing of service will require certain physical arrangements of the Company and is therefore subject to the availability of such facilities.

C. Liability and Indemnification:

1. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages to a Customer or User as a result of any service provided by the Company or use of Facilities, or the acts, omissions or negligence of the Company's employees or agents.
2. The sole remedy for a Customer or User with respect to failure of the Company to maintain proper standards or maintenance and operation or failure to exercise reasonable supervision shall in no event exceed an amount equivalent to the credit for a service interruption specified in the contract between the Company and the Customer or User.

3. The Company does not guarantee or make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The Customer or User indemnifies and holds the Company harmless from any and all loss, claims, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or User or by any other party or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or User or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to maintain, removal, presence, condition, location or use of said equipment so provided.
4. The Company shall not be liable for any defacement of or damage to the Premises of a Customer or user resulting from the furnishing of Facilities or the attachment of the instruments, apparatus and associated wiring furnished by the Company on such Premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Company.

5. The Company shall be indemnified and saved harmless by the

Customer or User against:

- A. Claims for libel, slander and infringement or copyright arising from the material transmitted over the Facilities.
- B. Claims for infringement of patents arising from, combining with, or using in connection with, the Facilities and systems or apparatus of the Customer or User; and
- C. All other claims arising out of any act or omission of the Customer or User or their agents in connection with the Facilities, or information transmitted over the Facilities.

D. Provision of Facilities:

- 1. Company Upon agreement between the Company and the Customer, the will provide all Facilities necessary for service.
- 2. Provided the necessary Facilities are available, service will be furnished by the Company. Where Facilities are not available, terms for provision of service will be individually negotiated with the Customer.

7. SERVICE PERIOD

The period for which service will be provided by the company to the Customer or User shall be the period specified in the contract between the Customer and the Company.

8. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

The Company may, in response to a bona fide request from a Customer or User or potential customer or User, develop a bid for a special service arrangement not currently offered by the Company. An Individual Case Basis arrangement will be offered to the Customer for acceptance in writing. Such Individual Case Basis arrangements may specify, among other things, length of service, minimum volume of service required, and the rates and charges for the proposed service.

9. SPECIAL CONSTRUCTION

Provision of service may require special construction of Facilities and equipment by the Company. Special construction arrangements of Facilities may be undertaken by the Company at the request of the Customer or User and upon determination by the Company that such charge should apply in the particular instance.

- A. Survey and Design. Prior to engaging in any special construction, survey and design studies may be required. Should that be the case, the Company and the Customer may agree to arrange for the performance of those studies, the review and acceptance thereof by both the Company and the Customer, and the appropriate charges therefore. Failure to agree on the performance of such

studies, the acceptability thereof, or the charges therefor, shall constitute grounds for denial of the requested service by the Company.

- B. Charges for Special Construction. All recurring and non-recurring charges for special construction shall be set forth in the contract between the Company and the Customer, and shall be the responsibility of the Customer, regardless of the projected charges for the provision of service by the Company.

10. SERVICE OFFERINGS

The Company will provide point-to-point and point-to-multipoint, Private Line Services connecting a Customer's or User's locations to one another, or other service provider.

11. SERVICE RATES

The rates charged by the Company for the provision of its services to Customers or Users will be offered on an Individual Case Basis and will be structured to recover no less than the Company's costs of providing such services. The terms of specific Individual Case Basis contracts will be made available to the Commission upon request on a proprietary basis.

12. SPECIAL CHARGES

- A. **Out-of-Normal Work Hours:** The charges specified in this Section 12 do not contemplate work being performed by Company employees at a time when overtime wages apply, due to the request of the Customer, nor do they contemplate work once begun being interrupted by the Customer. If the Customer requests labor be performed at hours of the day or days of the week other than during normal working hours or days (8:00 a.m. to 4:30 p.m., Monday through Friday), or during holidays, or if the Customer interrupts work once begun, an additional charge may be imposed, equal to the actual higher costs incurred by the Company for overtime and materials.
- B. **Maintenance and Service Charge:** The Customer may be responsible for the cost incurred by the Company in connection with a maintenance and/or service visit to the Customer's or User's Premises when the difficulty or trouble results from the equipment or Facilities provided by the Customer or User, or when failure in the Company's equipment or Facilities is attributable to the Customer or User or their agents. Said cost shall be based upon the current labor rate and material costs of the Company in effect at the time of the visits.

13. SERVICE CANCELLATIONS

A. Discontinuance of Service by the Company: The Company, by such written notice to the Customer as specified in the contract between the Customer and the Company, may discontinue furnishing service without incurring any liability beyond that stated in the contract, upon:

1. Non-payment of any sum due to the Company by a Customer;
or
2. A breach of any of Customer's representations or warranties contained in the contract between the Customer and Company, or a violation by the Customer of any term or condition governing the furnishing of service as specified in this Tariff or in the contract for service between the Customer and the Company.

B. Cancellation of Service by the Customer Prior to End of Contract Period:
When the customer cancels the service prior to the end of the term of the contract, the Customer may be required to pay a cancellation charge in the amount specified in the contract between the Customer and the Company.

C. Cancellation of Application for Service: Where the prospective Customer cancels an application for service prior to the start of installation or special construction of Facilities by the Company, no charge shall be made to the prospective Customer. Where the installation of Facilities has been started prior to the cancellation, the prospective Customer shall pay a cancellation charge in the amount specified in the contract between the Customer and the Company. Installation or special construction of facilities for a Customer is considered to have started from the latest contract date or when the Company incurs any expense in connection therewith, whichever occurs earlier.

14. SERVICE INTERRUPTIONS

- A. General: The Company agrees to use its best efforts to assure continuous full time operation of the service. The customer is considered to have experienced a service interruption when the Circuit becomes unavailable for use or the quality of transmission is such that the Circuits effectively unusable.
- B. Service Restoration: The Company agrees to use its best efforts to respond to the Customer's reasonable request for maintenance in connection with the service as soon as reasonably possible. The Company shall have no obligation to perform maintenance which requires access to the Customer's or other premises or buildings when that access cannot be provided to the Company by the Customer. The Company agrees to use its best efforts to minimize the duration of any service interruption.

- C. Liability: The Company shall not be liable for any incidental, indirect or consequential damages as the result of any service interruption.
- D. Credits: The amount of credit for any service interruption, if any shall be specified in the contract between the Customer and the Company.

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15. WAIVER OF STATUTES AND MO PSC RULES

The following statutes and rules have been waived for purposes of offering telecommunications facilities and services as set forth herein:

STATUTES

Section 392.210.2	Uniform System of Accounts
Section 392.240(1)	Just and Reasonable Rates
Section 392.270	Property Valuation
Section 392.280	Depreciation Accounts
Section 392.290	Issuance of Securities
Section 392.300.2	Acquisition of Stock
Section 392.310	Issuance of Stock and Debt
Section 392.320	Stock Dividend Payment
Section 392.330	Issuance of Securities, Debts and Notes
Section 392.340	Reorganization

COMMISSION RULES

4 CSR 240-10.020	Depreciation Fund Income
4 CSR 240-30.010(2)(C)	Rate Schedules Should be Posted in Central Office
4 CSR 240-30.040	Uniform Systems of Accounts
4 CSR 240-32.030(4)(C)	File Exchange Boundary Maps with Commission
4 CSR 240-33.030	Inform Customers of Lowest Price Service