

SERVICES YOU COUNT ON

David W. Gibson  
Vice President - Regulatory and General Services

November 1, 2002

Secretary to the Commission  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102

**FILED<sup>3</sup>**  
NOV 07 2002  
Missouri Public  
Service Commission

**RECEIVED**  
NOV 04 2002  
UTILITY OPERATIONS  
DIVISION

RE: Empire District Electric Company  
Small Company Rate Increase Request  
Mo. PSC Working No. QW 2002 0007 (Water)

Dear Mr. Secretary:

I am enclosing for filing with the Commission an original and three copies of revised tariff sheets that include rate and language changes reflected in an agreement between the Empire District Electric Company (Company) and the Commission Staff (Staff) on the above subject. The Company initiated the subject rate increase request on May 15, 2002, under the Commission's small company rate increase procedure, and the request was assigned the above-referenced work number.

Additionally, consistent with the Commission's small company rate increase procedure, I am enclosing an Agreement Regarding Disposition of Small Company Rate Increase Request (Agreement). This Agreement reflects a "settlement" between the Company and the Staff regarding all matters related to the Company's water service rate increase request.

The Agreement calls for, and the revised tariff sheet contains, customer rates intended to produce an increase of \$357,951 (an approximate 33.6 % increase) in the Company's annual operating revenues for its water operations. The Agreement also calls for the Commission approval of revised depreciation rates.

The following are also contained in the Agreement:

The implementation of a Late Payment Charge; the implementation of a Bad Check Charge of \$20 per bad check; the implementation of a Door Collection Charge of \$15, to avoid disconnection; the implementation of an Emergency Call Out Charge of \$15 to shut off service where the emergency exists entirely on the customer owed facilities; the increase in the Reconnection Charge from \$3.00 to \$30.00; the implementation of a Temporary Turn-off Charge for the customer's convenience of \$25; and, the modification of interest to be paid on customer deposits.

This Agreement is between the Company and the Staff; therefore, the enclosed tariff sheets bear an effective date that is greater than 45 days from the issue date. The Office of the Public Counsel requests that a second customer notice be accomplished because of the magnitude of these increases.

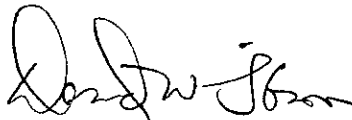
It is my understanding that the Staff will be providing additional information about the Company's

November 1, 2002  
Page 2

rate increase request and the related Staff audit and investigation, for filing in the case papers following the creation of a formal docket.

Please contact me at your convenience if you need anything further.

Sincerely,

A handwritten signature in black ink, appearing to read "David W. Gibson". The signature is fluid and cursive, with the first name "David" and last name "Gibson" clearly distinguishable.

David W. Gibson  
Vice President – Regulatory and General Services

Enclosures

C: Wendell R. Hubbs - PSC Staff  
Office of the Public Counsel - Ruth O'Neill

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION  
THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 4

Sec. A 15 Revised Sheet No. 1  
Cancelling P.S.C. Mo. No. 4

For AURORA, MARIONVILLE, VERONA

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

Sec. A Original Sheet No. 1  
Which was issued 7-24-78

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Water Service, Schedule WA 1

Other Service Charges, Schedule OSC + 3

Section 2

Rules and Regulations

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

DATE EFFECTIVE 12/23/02

## THE EMPIRE DISTRICT ELECTRIC COMPANY

Sec. 1 6th Revised Sheet No. 1  
Cancelling P.S.C. Mo. No. 4For AURORA, MARIONVILLE, VERONA

No supplement to this tariff will be issued except

Sec. 1 5th Revised Sheet No. 1  
Which was issued 02-13-94

For the purpose of cancelling this tariff.

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 + .....	\$ 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:

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.

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

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

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DATE EFFECTIVE 12/23/02

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. Mo. No. 4

THE EMPIRE DISTRICT ELECTRIC COMPANY

Sec. 1 1st Revised Sheet No. 2  
Cancelling P.S.C. Mo. No. 4

For AURORA, MARIONVILLE, VERONA

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

Sec. 1 Original Sheet No. 2  
Which was issued 2-13-94

WATER SERVICE  
SCHEDULE WA +

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.

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

DATE EFFECTIVE 12/23/02

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION  
THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 4

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 \_\_\_\_\_

OTHER SERVICE CHARGES  
SCHEDULE OSC

**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.

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

DATE EFFECTIVE 12/23/02

For AURORA, MARIONVILLE, VERONANo supplement to this tariff will be issued except  
for the purpose of cancelling this tariff.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.
  - (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.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION  
THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 4

Sec. 2 2nd Revised Sheet No. 16  
Cancelling P.S.C. Mo. No. 4

For AURORA, MARIONVILLE, VERONA

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

Sec. 2 1st Revised Sheet No. 16  
Which was issued 9-15-93

**RULES AND  
REGULATIONS**

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 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.

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

DATE EFFECTIVE 12/23/02



**Agreement Regarding Disposition of  
Small Company Rate Increase Request**

**Empire District Electric Company – Water Service**

**MO PSC Work ID No. QW-2002-0007**

**Background**

Empire District Electric Company ("Company") initiated the small company rate increase request ("Request") for water service that is the subject of the above-referenced Missouri Public Service Commission ("Commission") "file" by submitting a letter to the Secretary of the Commission. The Company submitted its Request under the provisions of Commission Rule 4 CSR 240-2.200, Small Company Rate Increase Procedure ("Small Company Procedure"). The date that the Company's Request was received at the Commission's offices was May 15, 2002.

In its Request, the Company represented that it was asking for Commission approval of customer rates intended to generate an increase of \$361,117 in its total annual water service operating revenues. The Company provides water service to approximately 4,602 customers, in and around the communities of Aurora, Marionville and Verona, Missouri.

Upon review and acceptance of the Company's Request, personnel in the Commission's Data Center scanned the Request into the Commission's electronic filing and information system and Work ID No. QW-2002-0007 was assigned to the Request. The Request was then forwarded to the Commission's Water & Sewer Department for processing under the Small Company Procedure.

Pursuant to the provisions of the Small Company Procedure and related internal operating procedures, the Staff of the Commission ("Staff") initiated an audit of the Company's books and records, a review of certain of the Company's general business practices, an inspection of the Company's facilities and a review of the Company's operation of its facilities. (Hereafter, these activities will be collectively referred to as the Staff's "investigation" of the Company's Request.)

Upon completion of its investigation of the Company's Request, the Staff provided the Company and the Office of the Public Counsel ("OPC") various information regarding the results of the investigation, as well as its initial recommendations for resolution of the Company's Request.

#### **Resolution of the Company's Rate Increase Request**

Pursuant to negotiations held subsequent to the Company's and the OPC's receipt of the above-referenced information regarding the Staff's investigation of the Company's Request, the Staff and the Company hereby state the following agreements.

- (1) That for the purpose of implementing the agreements set out herein, the Company will file tariff revisions with the Commission containing the rates, charges and language set out in the example tariff sheets attached hereto as Attachment A. Additionally, the Company will submit the original signed version of this document with its tariff filing.
- (2) That the ratemaking income statement attached hereto as Attachment B reflects the Company's annualized revenues generated by its current customer rates, the Staff determined level of increase needed by the Company for its total annualized cost of providing service is \$379,383, which is greater than the current revenues plus the annualized agreed-upon water service operating revenue increase of \$357,951.

- (3) That the rates set out in the attached example tariff sheets are designed to generate revenues sufficient to recover an increase of \$357,951 in the Company's annualized water service revenues, and that the provisions of the attached example tariff sheets also properly reflect all other agreements set out herein, where necessary.
- (4) That the rates included in the attached example tariff sheets are just and reasonable.
- (5) That the depreciation rates set out on Attachment C hereto should be the prescribed water plant depreciation rates for the Company, as these were the depreciation rates used by the Staff in its revenue requirement analysis.
- (6) That the implementation of a Late Payment Charge consistent with charges for billed electric service is reasonable.
- (7) That the implementation of a Bad Check Charge of \$20 per bad check is reasonable.
- (8) That the implementation of a Door Collection Charge of \$15, to avoid service disconnection, is reasonable.
- (9) That the implementation of an Emergency Call Out Charge of \$15, to shut-off service where the emergency exists entirely on the customer-owned facilities, is reasonable.
- (10) That an increase in the Reconnection Charge, after the Company has discontinued service, from \$3 to \$30 is reasonable.
- (11) That a change in the interest rate paid on customer deposits from six percent per annum compounded annually to one percent above the prime lending rate as published in the Wall Street Journal is reasonable.
- (12) That the implementation of a Temporary Turn-off Charge, for the customer's convenience, of \$25 is reasonable.
- (13) That the above agreements satisfactorily resolve all issues identified by the Staff and the Company regarding the Company's Request, except as otherwise specifically stated herein.

### **Additional Matters**

This Disposition Agreement is only between the Staff and the Company, and the OPC has requested that the Company send a second customer notice to its customers. In compliance with the Small Company Procedure, the Company's second notice will reflect the terms of this Disposition Agreement, and will provide the Company's customers an opportunity to send comments to the OPC and the Staff within twenty (20) days after the date of that notice. In addition to this second customer notice, the Company acknowledges that the OPC also has the right to request that the Commission hold a local public hearing regarding the Company's Request and/or the provisions of this Disposition Agreement.

Other than the specific conditions agreed upon and expressly set out herein, the terms of this Disposition Agreement reflect compromises between the Staff and the Company, and neither party has agreed to any particular ratemaking principle in arriving at the amount of the annual operating revenue increase specified herein.

The Company acknowledges that it has consented to an extension of the "150-day" tariff filing date set forth in the Small Company Procedure.

The Company acknowledges that the Staff will be making an additional filing with the Commission regarding this matter. That filing will include the Staff's recommendation for approval of the subject tariff revisions, background information regarding the Company's Request and the Staff's investigation thereof, and certain Staff workpapers regarding the following items: (a) the ratemaking income statement referenced in item (2) above; (b) the agreed-upon design of the Company's customer rates; (c) a residential

customer billing comparison reflecting the agreed-upon changes in the Company's rates;  
(d) a general overview of the Company; and (e) an overview of the Company's customer service procedures and practices. Additionally, that filing will include information regarding the status of the Company's payment of its Commission assessments and the Company's filing of its Commission annual reports, as well as information regarding any other pending matters that the Company may have before the Commission.


**Effective Date and Signatures**

This Disposition Agreement shall be considered effective as of the date that it and the requisite tariff revisions are filed with the Commission.

Agreement Signed and Dated:

  
Dale W. Johansen  
Manager - Water & Sewer Department  
Missouri Public Service Commission Staff

11/07/02  
Date

  
David W. Gibson  
Vice President – Regulatory and General Services  
Empire District Electric Company – Water Service

10/30/02  
Date

**List of Attachments**

Attachment A	Example Tariff Sheets
Attachment B	Ratemaking Income Statement
Attachment C	Depreciation Rates

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION  
THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 4

Sec. A 15 Revised Sheet No. 1  
Cancelling P.S.C. Mo. No. 4

For AURORA, MARIONVILLE, VERONA

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

Sec. A Original Sheet No. 1  
Which was issued 7-24-78

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Section 1

Water Service, Schedule WA 1

Other Service Charges, Schedule OSC + 3

Section 2

Rules and Regulations

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION  
THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 4

Sec. 1 6th Revised Sheet No. 1  
Cancelling P.S.C. Mo. No. 4

For AURORA, MARIONVILLE, VERONA

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For the purpose of cancelling this tariff.

Sec. 1 5th Revised Sheet No. 1  
Which was issued 02-13-94

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 + .....	\$ 7.52
Meter 1" + .....	16.47
Meter 2" + .....	49.29
Meter 4" + .....	150.71
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TANK WATER:

Per 1,000 gallons or less + ..... \$ 10.67

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.

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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 OF ISSUE \_\_\_\_\_  
ISSUED BY D.W. Gibson, Vice President, Joplin, MO

DATE EFFECTIVE \_\_\_\_\_

ATTACHMENT A-2



STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. Mo. No. 4

THE EMPIRE DISTRICT ELECTRIC COMPANY

Sec. 1 1st Revised Sheet No. 2  
Cancelling P.S.C. Mo. No. 4

For AURORA, MARIONVILLE, VERONA

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Sec. 1 Original Sheet No. 2  
Which was issued 2-13-94

WATER SERVICE  
SCHEDULE WA +

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.

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

DATE EFFECTIVE \_\_\_\_\_

ATTACHMENT A-3

THE EMPIRE DISTRICT ELECTRIC COMPANY

Sec. 1 Original Sheet No. 3  
Canceling P.S.C. Mo. No. \_\_\_\_\_For AURORA, MARIONVILLE, VERONANo supplement to this tariff will be issued except  
for the purpose of canceling this tariff.Sec. \_\_\_\_\_ Original Sheet No. \_\_\_\_\_  
Which was issued \_\_\_\_\_OTHER SERVICE CHARGES  
SCHEDULE OSC**AVAILABILITY:**

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**Late Payment Charge: \***

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**Door Collection Charge: \***

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**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.

Sec. 2 1st Revised Sheet No. 13  
Cancelling P.S.C. Mo. No. 4For AURORA, MARIONVILLE, VERONANo supplement to this tariff will be issued except  
for the purpose of cancelling this tariff.Sec.        Original Sheet No. 13  
Which was issued 7-11-78

<b>RULES AND REGULATIONS</b>
----------------------------------

- 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.
  - (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.

## THE EMPIRE DISTRICT ELECTRIC COMPANY

Sec. 2 2nd Revised Sheet No. 16Cancelling P.S.C. Mo. No. 4For AURORA, MARIONVILLE, VERONA

No supplement to this tariff will be issued except

for the purpose of cancelling this tariff.

Sec. 2 1st Revised Sheet No. 16Which was issued 9-15-93RULES AND  
REGULATIONS

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 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.

# Empire District Electric Company - Water Service

Small Company Rate Filing - Water Service

Tracking No. QW-2002-0007

Rate Making Income Statement - Water		
	As Adjusted	
Revenue	\$1,065,780	
Expenses		
Source of Supply Operations	2,679	
Source of Supply Maintenance	10,104	
Pumping Expense Operations	25,347	
Power Purchased for Pumping	90,362	
Maintenance of Pumping plant	15,160	
Water Treatment Expenses Operations	24,360	
Water Treatment Expenses Maintenance	0	
Trans & Dist Line Operations Expense	458	
Other T & D Line Oper Exp	37,589	
Maintenance of General Plant	265	
Maintenance of Structures	157	
Maint of Dist Reservoir & Standpipes	286	
Water Utility Supervision	52,527	
Convention & Seminars	378	
Safety Expense	932	
Maintenance of T & D Mains	177,831	
Maintenance of System Flushing	2,369	
Maintenance of Services	81,695	
Maintenance of Meters	731	
Mgmt & Administration	6,758	
Read Meters - Water	23,453	
Billing of Metered Accounts	21,280	
Customer Services Accounting	17,091	
Credit & Collections	78	
Uncollectible Accounts	6,000	
Supervision	10,057	
Injuries & Damages Reserve	3,406	
Pensions Water	0	
Health Care Water	59,742	
401 K Water	5,586	
Regulatory Commission Expense - Water	7,022	
Depreciation	210,780	
Return	446,482	
Inc Tax	113,444	
Def Tax	(9,246)	
Total Cost of Service	\$1,445,163	
Revenue Increase Needed	\$379,383	35.60%
Revenue Increase Requested	\$361,117	33.88%
Revenue Increase Per Rate Design	\$357,951	33.59%

**THE EMPIRE DISTRICT ELECTRIC COMPANY**  
**DEPRECIATION RATES**  
**(WATER)**  
**CASE NO. QW-2002-7**

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT</u>	<u>DEPRECIATION RATE %</u>	<u>AVERAGE SERVICE LIFE (YEARS)</u>
311	Structures & Improvements	2.5%	40
314	Wells & Springs	2.0%	50
325	Electric Pumping Equipment	10.0%	10
332	Water Treatment Equipment	2.9%	35
342	Distribution Reservoirs & Standpipes	2.5%	40
343	Transmission & Distribution Mains	2.0%	50
345	Services	2.5%	40
346	Meters - Bronze Chamber	2.9%	35
348	Hydrants	2.0%	50
391	Office Furniture & Equipment	0.0%	20
391.1	Office Computer Equipment	14.29%	7
393	Stores Equipment	0.0%	25
394	Tools, Shop, Garage Equipment	5.0%	20
395	Laboratory Equipment	0.0%	20
397	Communication Equipment	6.7%	15

Attachment C