

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the Matter of the Application for Variances	)	
by The Empire District Electric Company and	)	
The Empire District Gas Company to Allow	)	Case No. _____
for Electronic Billing for Water, Electric,	)	
and Gas Services.	)	

**APPLICATION FOR VARIANCES**

COMES NOW The Empire District Gas Company ("Empire Gas") and The Empire District Electric Company ("Empire Electric") (collectively, the "Applicants"), by and through counsel, and, pursuant to Commission Rules 4 CSR 240-2.060 and 4 CSR 240-13.065, file this Application for Variances. In this regard, the Applicants respectfully state as follows to the Missouri Public Service Commission ("Commission"):

1. Empire Electric and Empire Gas each seek a variance from Commission Rules 4 CSR 240-13.015(1)(B) and 4 CSR 240-13.015(1)(T), so that Empire Gas and Empire Electric may offer programs under which customers may receive and pay their gas, electric, and/or water bills electronically. These programs will provide greater choice for billing and payment for customers of the Applicants.

2. Empire Gas is a corporation organized and existing under the laws of the State of Kansas, with its principal office located at 602 Joplin Street, Joplin, Missouri, 64802. Empire Gas is a "gas corporation" and a "public utility" as those terms are defined in RSMo. §386.020, and, as such, is subject to the jurisdiction of the Commission as provided by law. Empire Gas provides natural gas service in the Missouri counties of Cooper, Henry, Johnson, Lafayette, Morgan, Pettis, Platte, Ray Saline, Vernon, Chariton, Grundy, Howard, Linn, Atchison, Holt, Nodaway, Andrew and Livingston.

3. Empire Gas was authorized to provide natural gas service pursuant to authority granted by the Commission in Case No. GO-2006-0205, by Order issued on April 18, 2006. Included in such authority was a certificate of convenience and necessity to provide natural gas service in specified service areas in Missouri. A certified copy of Empire Gas' Certificate of Authority to do business as a foreign corporation evidencing Empire Gas' authority to conduct business in Missouri was submitted in Case No. GO-2006-0205 and is incorporated herein by this reference. Empire Gas has no pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court within the past three years that involve customer service or rates. Empire Gas has no annual report or assessment fees that are overdue.

4. Empire Electric is a Kansas corporation with its principal office and place of business at 602 Joplin Street, Joplin, Missouri, 64802. Empire Electric is qualified to conduct business and is conducting business in Kansas as well as in the states of Missouri, Arkansas and Oklahoma. Empire Electric is engaged, generally, in the business of generating, purchasing, transmitting, distributing and selling electric energy in portions of said states. Empire Electric also provides water service to approximately 4,500 customers in three towns in southwest Missouri. Empire Electric's Missouri operations are subject to the jurisdiction of the Commission as provided by law.

5. A certified copy of Empire Electric's Restated Articles of Incorporation, as amended, as filed in Case No. EF-94-39, is incorporated herein by reference in accordance with Commission rule 4 CSR 240-2.060(1)(G). A certificate from the Missouri Secretary of State that Empire, a foreign corporation, is authorized to do business in Missouri was filed with the Commission in Case No. EM-2000-369 and is incorporated by reference in accordance with Commission rule 4 CSR 240-2.060(1)(G). This information is current and correct. Empire Electric has no pending actions or final unsatisfied judgments or decisions against it from any

state or federal agency or court that involve customer service or rates other than the following pending action related to the provision of electric service: Karen J. Brooks, et al. v. The Empire District Electric Company, Jasper County Case No. 11AO-CC00385. Empire Electric's annual report and assessment fees are not overdue.

6. Communications, notices, orders and decisions respecting this application and proceeding should be addressed to the undersigned counsel and to:

Kelly Walters  
Vice President and Chief Operating Officer - Electric  
The Empire District Electric Company  
602 South Joplin Avenue  
P.O. Box 127  
Joplin, Missouri 64802  
417-625-6188

7. Applicants believe that there are utility customers interested in having the option of receiving and paying their utility bills electronically. For customers comfortable with this billing and payment method, it offers convenience for the customer.

8. Similar programs have been approved by the Commission and are currently operating for other utilities, including Laclede Gas Company, Kansas City Power & Light Co., and Missouri Gas Energy.

9. Commission Rule 4 CSR 240-13.015(1)(B) defines "Bill" as a "written demand for payment . . ." To the extent that an electronic bill is deemed to not be a "written demand," Empire Electric and Empire Gas seek a variance to confirm that an electronic bill is a "bill" within the meaning of the Commission's rules.

10. Commission Rule 4 CSR 240-13.015(1)(T) defines "Rendition of a bill" as "the mailing or hand delivery of a bill by a utility to a customer." Rule 4 CSR 240-13.020, which covers billing and payment standards, then focuses on actions triggered by a utility's rendition or rendering of a bill. The obligation on the utility to "render" a bill could be construed as requiring

mailing through the U.S. Mail (or hand delivery), rather than an alternative. Empire Electric and Empire Gas seek a variance from Rule 4 CSR 240-13.015(1)(R) to provide that “Rendition of a bill “ includes the electronic posting of a bill as an alternative.

11. Good cause exists for the Commission to grant the requested variances.

12. All customers who qualify for the electronic billing and payment programs would have a choice between receiving their electric/gas/water bills via electronic mail and receiving them by paper mail. Customers may easily return to the paper bill program, if that is desired at a later date.

13. Customers could benefit from savings resulting from the elimination of paper checks, envelopes, and postage stamps.

14. Concurrently with the filing of this Application for Variances, Empire Electric (for its water service and for its electric service) and Empire Gas have filed the following tariff sheets in order to implement or revise their electronic billing programs:

P.S.C. Mo. No. 4 Sec. 2 1<sup>st</sup> Revised Sheet No. 2, Canceling P.S.C. Mo. No. 3 Sec. 2 Original Sheet No. 2 (Water)

P.S.C. Mo. No. 4 Sec. 2 1<sup>st</sup> Revised Sheet No. 3, Canceling P.S.C. Mo. No. 3 Sec. 2 Original Sheet No. 3 (Water)

P.S.C. Mo. No. 5 Sec. 5 7<sup>th</sup> Revised Sheet No. 2, Canceling P.S.C. Mo. No. 5, Sec. 5 6<sup>th</sup> Revised Sheet No. 2 (Electric)

P.S.C. MO. No. 2 1<sup>st</sup> Revised Sheet No. R-3, Canceling P.S.C. MO. No. 2 Original Sheet No. R-3 (Gas)

P.S.C. MO. No. 2 1<sup>st</sup> Revised Sheet No. R-4, Canceling P.S.C. MO. No. 2 Original Sheet No. R-4 (Gas)

The water tariff sheets are attached hereto as Appendix A. The gas tariff sheets are attached hereto as Appendix B. The electric tariff sheet is attached hereto as Appendix C.

15. Each of these tariff sheets carries a proposed effective date of May 17, 2012 (30 days after filing). The water tariff sheets were assigned Tracking No. JW-2012-0605. The gas tariff sheets were assigned Tracking No. JG-2012-0604. The electric tariff sheet was assigned Tracking No. JE-2012-0603.

16. In accordance with Commission Rule 4 CSR 240-13.065(2), copies of this Application for Variances are being mailed by first class mail to the newspaper with the largest circulation in each county within Applicants' service areas affected by the variance, to the Office of the Public Counsel, and to counsel for any residential customer party in Applicants' most recent rate cases.

17. Applicants did not file a 60-day notice regarding this Application for Variances pursuant to Commission Rule 4 CSR 240-4.020, as Applicants do not believe that this proceeding on the Application for Variances, or the tariffs being filed contemporaneously herewith, are likely to be a contested case. Should the Commission conclude that this proceeding on the Application for Variances and/or the tariffs being filed contemporaneously herewith are subject to the 60-day notice filing requirement of 4 CSR 240-4.020, Empire Gas and Empire Electric request a waiver of the rule for good cause shown pursuant to 4 CSR 240-4.020(2)(B).

WHEREFORE, Empire Electric and Empire Gas each request an order from the Commission granting them variances from Commission Rules 4 CSR 240-13.015(1)(B) and 4 CSR 240-13.015(1)(T). Applicants further request that the Commission allow the subject tariff sheets to take effect by operation of law in 30 days after filing, and the Applicants request such other and further relief as is just and proper under the circumstances.

BRYDON, SWEARENGEN & ENGLAND P.C.

By:   
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ATTORNEYS FOR THE EMPIRE DISTRICT  
ELECTRIC COMPANY AND THE EMPIRE  
DISTRICT GAS COMPANY

**Certificate of Service**

I hereby certify that copies of the foregoing have been mailed, hand-delivered, or transmitted by facsimile or electronic mail on this 17<sup>th</sup> day of April, 2012, to the Office of the Public Counsel and the General Counsel for the Missouri Public Service Commission.



VERIFICATION

STATE OF MISSOURI     )  
                                      ) ss  
COUNTY OF JASPER     )

I, Bradley P. Beecher, state that I am employed by The Empire District Electric Company as President/CEO, that I have read the attached documents, that the statements contained therein are true and correct to the best of my information, knowledge and belief, and that I am authorized to make this statement on behalf of The Empire District Electric Company.

Bradley P. Beecher

Subscribed and sworn to before me this 17<sup>th</sup> day of April, 2012.



JANET L. HUNLEY  
My Commission Expires  
September 20, 2015  
Jasper County  
Commission #11243846

Janet L. Hunley  
Notary Public

My Commission Expires: Sept 20, 2015

VERIFICATION

STATE OF MISSOURI     )  
                                      ) ss  
COUNTY OF JASPER     )

I, Bradley P. Beecher, state that I am employed by The Empire District Gas Company as President/CEO, that I have read the attached documents, that the statements contained therein are true and correct to the best of my information, knowledge and belief, and that I am authorized to make this statement on behalf of The Empire District Gas Company.

Bradley P. Beecher

Subscribed and sworn to before me this 17<sup>th</sup> day of April, 2012.



JANET L. HUNLEY  
My Commission Expires  
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## STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. Mo. No. 4

THE EMPIRE DISTRICT ELECTRIC COMPANY

Sec. 2 1st Revised Sheet No. 2  
Cancelling P.S.C. Mo. No. 4For AURORA, MARIONVILLE, VERONANo supplement to this tariff will be issued except  
for the purpose of cancelling this tariff.Sec. 2 Original Sheet No. 2  
Which was issued 07/11/78RULES 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.

**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.

**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.

**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.

DATE OF ISSUE April 17, 2012  
Month Day YearDATE EFFECTIVE May 17, 2012  
Month Day Year

Allen ISSUED BY Kelly Walters, Vice President, Joplin, MO

## STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. Mo. No. 4

THE EMPIRE DISTRICT ELECTRIC COMPANY

Sec. 2 1st Revised Sheet No. 3  
Cancelling P.S.C. Mo. No. 3For AURORA, MARIONVILLE, VERONANo supplement to this tariff will be issued except  
for the purpose of cancelling this tariff.Sec. 2 Original Sheet No. 3  
Which was issued 07/11/78RULES AND  
REGULATIONS

## 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.

## 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.

## 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 Section 86.020 RSMO (1969).

## 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  
Month Day YearDATE EFFECTIVE May 17, 2012  
Month Day Year

ISSUED BY Kelly Walters, Vice President, Joplin, MO

## STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 2 1st Revised Sheet No. R-3  
 Canceling P.S.C. MO. No. 2 Original Sheet No. R-3

THE EMPIRE DISTRICT GAS COMPANY  
 JOPLIN, MO 64802

FOR: All Communities and Rural Areas Receiving  
 Natural Gas Service

RULES AND REGULATIONS  
 GAS

## 1. DEFINITIONS

- A. Bill means a written or electronic demand for payment for service and the taxes and franchise fees related to it.
- B. Billing period means a normal usage period of not less than twenty-six (26) nor more than thirty-five (35) days for a monthly billed customer except for initial, corrected or final bills.
- C. Commission means the Missouri Public Service Commission.
- D. Company means The Empire District Gas Company.
- E. Complaint means an informal or formal complaint under Commission Rule 4 CSR 240-2.070 and Section 6.08 of these Rules.
- F. Customer means a person or legal entity responsible for payment for service except one denoted as a guarantor.
- G. Cycle billing means a system which results in the rendition of bills to various customers on different days of a month.
- H. Delinquent charge means a charge remaining unpaid at least twenty-one (21) days from the rendition of the bill by Company.
- I. Delinquent date means the date stated on a bill, which shall be at least twenty-one (21) days from the rendition of the bill, after which Company may assess an approved late payment charge in accordance with Company's tariff on file with the Commission.
- J. Deposit means money paid in advance to Company for the purpose of securing payment of delinquent charges which might accrue to the customer who made the advance.
- K. Discontinuance of service or discontinuance means a cessation of service not requested by a customer.
- L. Due date means the date stated on a bill when the charge is considered due and payable.
- M. Electronic Bill (ebill) means a bill delivered to an electronic address selected by the customer that can be viewed on a computer screen
- N. Estimated bill means a charge for utility service which is not based on an actual reading of the meter or other registering device by an authorized Company representative.

DATE OF ISSUE: April 17, 2012  
 ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: May 17, 2012

**STATE OF MISSOURI, PUBLIC SERVICE COMMISSION**

P.S.C. MO. No. 2 1st Revised Sheet No. R-4  
Canceling P.S.C. MO. No. 2 Original Sheet No. R-4

**THE EMPIRE DISTRICT GAS COMPANY**  
**JOPLIN, MO 64802**

FOR: All Communities and Rural Areas Receiving  
Natural Gas Service

**RULES AND REGULATIONS**  
**GAS**

**1. DEFINITIONS (Continued)**

- O. Extension agreement means a verbal agreement between Company and the customer extending payment for fifteen (15) days or less.
- P. Guarantee means a written promise from a third party to assume liability up to a specified amount for delinquent charges which might accrue to a particular customer.
- Q. In dispute means any matter regarding a charge or service, which is the subject of an unresolved inquiry.
- R. Late payment charge means an assessment on a delinquent charge in accordance with Company's tariff on file with the Commission and in addition to the delinquent charge.
- S. Normal business hours means the hours of 8:00 a.m. to 5:00 p.m. Central Standard Time Monday through Friday, except Company observed holidays.
- T. Purchased gas adjustment clause means the adjustment procedure approved by the Commission to recognize variations in the cost of purchased gas.
- U. Rendition of a bill means the mailing, electronic delivery or hand delivery of a bill by Company to a customer.
- V. Residential service means the provision of or use of a utility service for domestic purposes.
- W. Settlement agreement means an agreement between a customer and Company which resolves any matter in dispute between the parties or provides for the payment of undisputed charges over a period longer than the customer's normal billing period.
- X. Tariff means a schedule of rates, services and rules approved by the Commission.
- Y. Termination of service or termination means a cessation of service requested by a customer.
- Z. Utility means a gas corporation as those terms are defined in Section 386.020, RSMo.
- AA. Utility charges means the rates for utility service and other charges authorized by the Commission as an integral part of utility service.

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DATE OF ISSUE: April 17, 2012  
ISSUED BY: Kelly S. Walters, Vice President

EFFECTIVE DATE: May 17, 2012

## THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 5 7th Revised Sheet No. 2Canceling P.S.C. Mo. No. 5 Sec. 5 6th Revised Sheet No. 2For ALL TERRITORY

<p style="text-align: center;">RULES AND REGULATIONS</p>
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"Credit Action Fee" means a fee or charge in accordance with a Company rate schedule approved by the Commission for credit type actions such as a discontinuance trip charge, reconnection charge, returned check charge, and other payment instruments, meter tampering charge, meter testing charge, or deposit interest rate;

"Customer" means a person, or legal entity responsible for payment for service(s) supplied by the Company, except one denoted as a guarantor;

"Cycle Billing" means a system which results in the rendition of bills to various Customers on different days of a month;

"Delinquent Charge" means a charge remaining unpaid by a residential Customer at least twenty-one (21) days (or the number of days specified in the applicable rate schedule for a non-residential Customer) from the rendition of the bill by the Company, or a charge remaining unpaid after the preferred payment date selected by a residential Customer;

"Delinquent Date" means the date stated on a bill, which shall be at least twenty-one (21) days for a monthly billed residential Customer (or the number of days specified in the applicable rate schedule for a non-residential Customer) from the rendition of the bill; or which shall be the preferred payment date selected by the Customer, after which Company may assess a late payment charge in accordance with a company rate schedule on file with the Commission;

"Deposit" means a money advance to Company for the purpose of securing payment of delinquent charges which might accrue to the Customer who made the advance;

"Discontinuance of Service" or "Discontinuance" means cessation of service not requested by a Customer;

"Distribution facilities" means terminal poles, manholes, feeder lines, service lines, switch gear, pole-mounted, pad-mounted or submersible transformers, and pedestals or poles utilized to provide electric service;

"Electronic Bill (ebill)" means a bill delivered to an electronic address selected by the customer that can be viewed on a computer screen.

"Empire's Action to Support the Elderly" (EASE) is a designation on the account that may include waiving the late penalties or deposits, and third-party notification of delinquencies. This is not considered a "Medical Extension";

"Energy Crisis Intervention Program (ECIP)" means the federal ECIP administered by the Missouri Division of Family Services under section 660.100, RSMo;

"Estimated Bill" means a charge for utility service which is not based on an actual reading by an authorized utility representative of the meter or other registering device or a Customer supplied read in accordance with Chapter V, Section A.3.;

"Extension Agreement" means a verbal payment agreement between Company and the Customer extending time for payment for fifteen (15) days or less;

"Feeder Line" means that portion of a single-phase or multi-phase circuit extending from the substation, terminal pole or manhole at or near the perimeter of the subdivision into and throughout the subdivision and used to provide service within the subdivision and from which the submersible or pad mounted transformers are energized, and also including that portion of the secondary circuit extending from a transformer to pedestals, excluding service lines as herein defined, and power lines as designated by the Company;

"Guarantee" means a written promise from a Company approved third party to assume liability up to a specified amount for delinquent charges which might accrue to a particular Customer;