

THE EMPIRE DISTRICT ELECTRIC COMPANY

SCHEDULE MHP

(Name of Issuing Utility)

Replacing Schedule MHP Sheet 1

ALL TERRITORY

which was filed 10-24-91

(Territory to which schedule is applicable)

ELECTRIC SERVICE TO MOBILE HOME PARKS  
SCHEDULE MHP

Sheet 1 of 2 Sheets

APPLICABILITY:

Subject to the following conditions and the signing of the Company's Mobile Home Park Electric Service Agreement by the mobile home park owner or operator, the Company will supply electric service to points of delivery on the premises of a Mobile Home Park for operation of an area prepared and developed specifically to offer accommodations to occupants of either tenant-owned or customer-owned residential mobile homes.

Before service facilities are installed, the park owner or operator must furnish a final plat of the park to scale, showing lots by number or address, location of drives, utility easements, other utility services and the location of the agreed upon distribution system. Such plat will be signed by the park owner or operator and the expense of any relocation of facilities after the initial installation of the electric distribution system resulting from a change in plans will be the responsibility of the park owner or operator.

GENERAL CONDITIONS:

1. The Company will install, own and maintain an overhead distribution system to serve all mobile home sites and common use facilities within the park, in accordance with the Company's Rules and Regulations relating to service and extensions, provided the park owner or operator has furnished satisfactory easements along a mutually agreed upon route for the distribution system within the park. The park owner or operator will, in accordance with the Company's specifications, furnish, own, and install a metering pole with entry facilities at each mobile home site. The point of delivery shall be where the Company's service conductors attach to the Customer's entry conductors on the metering pole.
2. Upon request, the Company will install underground services to each mobile home site from an overhead distribution system in accordance with the terms and provisions of the Company's filed Rules and Regulations for Electric Service. A combination meter pedestal and power outlet box will be located at each mobile home location. The combination pedestal as well as the necessary meter will be furnished, owned and maintained by the Company. The mobile home park owner or operator will be expected to furnish the trenching and backfilling for underground services. In addition, the park owner or operator will be responsible for payment of \$45.00 per home location as payment for the cost difference between the combination meter pedestal and a normal underground meter pedestal without a power supply box.
3. Complete underground distribution systems may be installed when the park owner or operator contracts for such facilities in accordance with the general provisions of the Company's Rules and Regulations for Residential Underground Distribution.

BILLING AND RATES:

1. Service will be rendered under the Company's filed Rate Schedule applicable to the area and class of service at each location.
2. When the park conforms to the Company's requirements for permanency, the Company may accept applications for service directly from occupants of Mobile Home Park spaces. To qualify as a permanent type park, the park owner or operator must provide water and sanitary sewer to each lot, hard surface pads for each home and surfaced roads and driveways throughout the area of development.

When the occupant's service application is approved, the Company will render service and bill directly the occupant of the mobile home until the account is closed by the occupant. Effective on that date and with the same meter reading, the account will be opened in the name of the park owner or operator, and bills rendered thereunder will be the responsibility of the park owner or operator until a new occupant has contracted for service on the meter.

Commission File Number \_\_\_\_\_

Issued September 8 1994  
Month Day Year

FILED \_\_\_\_\_

Effective September 12 1994  
Month Day Year

THE STATE CORPORATION COMMISSION OF KANSAS

By \_\_\_\_\_ Vice President  
Signature of Officer Title

By \_\_\_\_\_ Secretary

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Sheet 2 of 2 Sheets

3. Bills will be rendered to the park owner or operator for service to mobile homes in parks not conforming to the Company's requirements so far as permanency described above. Payment of the bills will be the responsibility of the park owner or operator. The exact amount of the bill applicable to any particular mobile home site may be collected by the park owner or operator from the home occupant, but in no case shall the occupant be charged an amount different from that billed to the park owner or operator on the Company's applicable rate. In such cases, the park owner or operator must post for the occupant's use the applicable rate schedule under which the bill is rendered.
4. In permanent type parks, the park owner or operator may apply for service in the park's name to certain mobile home sites as "transient locations." The park owner or operator can be the only applicant and the payment of bills is the responsibility of the owner or operator. Resale of electric service is prohibited.
5. Service through any meter being billed to the park owner or operator will be discontinued at his request. In such cases, a reconnection charge of \$3.00 will be billed to the park owner or operator upon restoration of service.
6. In order that the proper rate schedule may be applied to each service location, the park owner or operator will assume responsibility for advising the Company of mobile home movement or equipment changes that affect the eligibility of the meter for special service rates.

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THE EMPIRE DISTRICT ELECTRIC COMPANY  
(Name of Issuing Utility)

**SCHEDULE** MHP SERVICE AGREEMENT

ALL TERRITORY

Replacing Schedule ORIGINAL Sheet 2

(Territory to which schedule is applicable)

which was filed 10-24-91

**MOBILE HOME PARK  
ELECTRIC AGREEMENT**

Sheet 1 of 2 Sheets

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, between THE EMPIRE DISTRICT ELECTRIC COMPANY, hereinafter referred to as "Company", and \_\_\_\_\_, hereinafter referred to as "Customer".

WITNESSETH: That the parties hereto, for and in consideration of the mutual agreements set forth, contract as follows:

1. Company shall supply, and Customer agrees to receive from Company, all of the electric power and energy requirements of a mobile home park located \_\_\_\_\_

upon the terms and conditions set forth in the Company's applicable filed tariffs and in the Company's Rules and Regulations, as now or hereafter filed with the state regulatory commission, which are incorporated herein by reference and made a part hereof.

2. Company agrees:

- a) To install and maintain such extensions to its existing electric distribution facilities as in its judgment are necessary and appropriate to supply Customer with the electric power and energy requirements of such park, provided Customer shall pay to Company that portion of the cost, if any, of such extension as prescribed by the Company's filed Rules and Regulations.
- b) To install the necessary metering equipment to measure the electric power and energy for the use of the Customer and occupants of the park and to render monthly a service bill for each meter installed at a service location.
- c) To deliver and sell electric power and energy in accordance with the Company's applicable filed tariffs for such service and its Rules and Regulations. Company shall render the bill directly to the occupant of each mobile home site for which it has accepted an individual application for service.

3. Customer agrees:

- a) To pay to Company that portion of the cost, if any, for service equipment facilities as prescribed in Schedule MHP, Electric Service to Mobile Home Parks, and in the Company's filed Rules and Regulations.
- b) To be responsible for the payment of all bills for service rendered through the meter at any service location for which Company has not accepted an application for service from an occupant of a mobile home.
- c) To be responsible for promptly advising the Company of the movement or anticipated movement of mobile home occupants or equipment changes that affect the eligibility of a meter for billing on a special service rate.
- d) To provide Company, without cost, suitable locations, utility easements and right-of-way on Customer's premises for Company's lines, service pedestals, and other equipment.
- e) To grant the Company the full free use and right of travel along and across all of the real estate owned by the Customer during construction and installation of the Company's facilities providing service to the Customer.

4. The point of delivery under this agreement shall be at each location where the Company's service conductors attach to the Customer's entry conductors on the metering pole when served overhead or where the mobile home service conductors attach to the service pedestal when served underground.

5. All facilities installed by the Company shall remain its property and it shall have the right to inspect at all times, repair, replace or remove the same.

6. In the event Customer violates or fails to perform any of the covenants, conditions, restrictions and agreement herein set forth, this agreement shall, at the option of the Company, be forfeited and terminated; provided further that nothing in this paragraph shall be deemed to prevent the Company from seeking any other legal remedy against the Customer for Customer's violation or failure to perform any of the covenants, conditions, restrictions and agreements herein set forth.

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ELECTRIC SERVICE AGREEMENT**

Sheet 2 of 2 Sheets

- 7. Subject to the provisions of paragraph 6 hereof, this contract shall continue for a period of \_\_\_\_\_ years from and after the date of execution hereof and thereafter shall be renewed from year to year until Company's service ceases to be utilized. After the initial \_\_\_\_\_ year period, or upon termination of this agreement by forfeiture, by expiration thereof, or for any other reason the Company may remove any or all of the facilities which it installs, owns and maintains, when the Company deems the facilities to be unnecessary for the delivery of power and energy to park. Facilities removed from the park as a result of incomplete development of the park shall be replaced by the Company at a later date in the event a new agreement is executed between the Company and the Customer.
  - 8. Company will use reasonable diligence to provide a regular and uninterrupted supply of power. Company and the Customer expressly agree that should the supply of power be interrupted by reason of failure or break-down of Company's power supply from any wholesale supplier, failure or break-down of Company's transmission facilities or substation equipment, accident, epidemics, riots, legal process, Government interference, restraint by court or public authority having jurisdiction, fires, strikes, floods, backwater caused by floods, storm, lightning, civil disturbance, acts of God, or the public enemy, or any other cause beyond the Company's control, Company shall not be liable to Customer for interruptions in service and supply of power and any damage resulting therefrom. Furthermore, Company and the Customer agree that if the operation of Company's power system serving the Customer is suspended, interrupted or interfered with for any cause beyond the control of the Company, including, but not limited to the aforesaid factors, Company need not deliver, and the Customer need not accept or pay a charge for service hereunder for such period of time and the extent of such suspension, interruption, or interference as makes it reasonably impracticable to deliver or use such service.
  - 9. Each party hereto shall indemnify and save harmless the other party from any and all sums, amounts, liabilities, damages, claims, costs of expenses, causes of action and actions of all persons whomsoever, including investigation, preparation, settlement and defense of any suits or actions to establish such liability, including any sums paid in settlement of any such claims or in satisfaction of any judgments rendered by courts of competent jurisdiction, for loss, damage, injury or death arising, occurring or resulting on its own side of the point of delivery set forth in this Agreement, unless same shall be the sole and proximate result of the sole negligence of the other party, its servants or employees.
  - 10. This contract is made subject to in all respects by proper regulatory bodies having jurisdiction over the subject matter hereof.
  - 11. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.
- IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

\_\_\_\_\_  
(Customer)

THE EMPIRE DISTRICT ELECTRIC COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_

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