RULES AND
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CHAPTER I

DEFINITION OF TERMS USED IN THESE RULES AND REGULATIONS

"Apartment House" means 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" means any person or legal entity making application to the Company to receive utility service;

"Bill" means a written demand including if agreed to by the customer and the utility an electronic demand for payment for utility service and the taxes and franchise fees related to it.

"Billing Period" 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. Pursuant to the variances granted in Case No. EE-2026-0065 on September 24, 2026, from Commission Rules 20 CSR 4240-13.015(1)(C) and 13.020(1) and (6), bills issued in connection with the establishment, modification, or realignment of collective or joint billing arrangements may result in a billing period shorter or longer than twenty-six (26) to thirty-five (35) days in the following scenarios:

a. the addition/removal of an account to/from an existing collective or joint summary bill;
b. the creation of a new collective or joint summary bill;
c. when a landlord requests service be put in (or taken out of) their name on a “child” account;
d. when a landlord sets up a new owner allocation/default on new properties, but the locations are currently in the names of tenants, these will need to be aligned to the landlord parent account;
e. when a long or short bill, issued pursuant to a variance, must be corrected and reversed; and
f. Liberty offers a landlord revert or default option that automatically puts service in the landlord’s name when a tenant moves out. If service was not in the landlord’s name at the time of conversion/alignment activities, that account may not be aligned. Liberty will monitor and align these accounts once the default transfers back into the landlord’s name. This includes the scenario where a tenant moves in before a landlord alignment is complete, which may result in a tenant receiving two short/long bills.

"Central Service Pole" means a pole furnished, installed and owned by the Company upon a farm Customer's premises. The Company's service lines and the Company's meter measuring service to the Customer are attached to the central service pole. The Customer's service entrance also attaches to the central service pole and connects to the Company's service drop through the meter;

"Code" means the National Electric Code (NEC), as published and revised by the National Fire Protection Association, and which, with municipal regulations, governs all electric installations and wiring by the Customer; and/or the National Electrical Safety Code (NESC), as published and revised by the Institute of Electrical and Electronics Engineers, Inc. which governs all wiring by the Company;

“Collective Account” means multi-address accounts with single “parent” customer; multiple “child” invoices grouped into single invoice (e.g. landlords, commercial chains, multi-home customer).

"Class of Service" is considered to cover, respectively, only one phase, voltage, nature of utilization or Customer classification. By nature of utilization is meant: Lighting (and miscellaneous appliance load), power, combined lighting and power, controlled water heating, etc. Customer classifications include: Residential, Commercial, Industrial, Public Street and Highway Lighting, Municipal or Governmental, Wholesale for Resale, etc. However, a single class of service may include more than one particular phase or voltage where rendered in combination by means of a single service connection and meter;

"Company" means The Empire District Electric Company;

"Complaint" means an informal or formal complaint under 4 CSR 240-2.070.

"Contract Year" means, unless otherwise designated, 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;

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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;

“Corrected Bill” means any bill issued for a previously rendered bill;

“Credit Score” means a score, grade, or value that is derived by using data from a nationally known commercial credit source that uses data from a credit history model developed for the purpose of grading or ranking credit report data;

"Customer" 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 for utility service 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 date 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.;

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"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;

“Final Bill” means a bill rendered for services through the final date of service;

“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;

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"Heat-related Utility Service" means any electric service that is necessary to the proper function and operation of a Customer's heating equipment;

"House" means 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 residential occupancy;

“Initial Bill” means the first bill rendered by a utility for a customer’s service;

"Indirect Costs of Construction" means the costs of supervision, engineering, insurance, pensions, payroll taxes, tools, accounting administrative expenses, and miscellaneous materials expenses as allocated using ratios, determined from historical experience, applied to labor dollars or materials issued for an individual job to obtain indirect costs of construction;

“”In Dispute” means any matter regarding a charge or service which is the subject of an unresolved inquiry;

"Inquiries" means information requests from Customers regarding any billing or service rendered or to be rendered by Company;

“Joint Billing Customer” means a single address, multi-service accounts (e.g., both water and electric services) grouped into single invoice.

"Late Payment Charge" means an assessment on an unpaid balance in accordance with Company's rate schedule on file with the Commission and in addition to the delinquent charge;

"Low Income Home Energy Assistance Program (LIHEAP)" means the federal LIHEAP administered by the Missouri Family Support Division under section 660.110, RSMo;

“Low Income Registered Elderly or Disabled Customer” means a Customer registered under the provisions of LIHEAP (see Low Income Home Energy Assistance Program in this definition section) whose household income is less than 150% of the federal poverty guidelines who has a signed affidavit of income on file (subject to periodic audit) with the Company;

“Medical Designation” (Special Needs Customer) means a Customer’s household where at least one (1) member of the household has filed annually with the Company a Company approved form signed by a healthcare provider attesting that such Customer’s household must have electric utility service provided in the home to maintain life or health;

"Month," as used in rate schedules, regulations and contracts, means, unless otherwise designated, a period of time equal to approximately one-twelfth of a year, usually identified by the calendar month in which a majority of the period of time falls;

"Mobile Home Park" means an area specifically developed to offer accommodations to occupants of either tenant-owned or Customer-owned residential mobile homes;

"NEC" means the National Electric Code as published and revised by the National Fire Protection Association which, with municipal regulations, governs all electric installations and wiring by the Customer;

"NESC" means the National Electric Safety Code as published and revised by the Institute of Electrical and Electronics Engineers, Inc. which governs all wiring by the Company;

“Payment” means cash, draft of good and sufficient funds or electronic transfer, offered by the Customer as compensation for services or products, as accepted by the Company for same;

“Payment Agreement” means a payment plan entered into by a customer and the Company;

"Permanent Structure" means any structure used for residential or commercial purposes that has a permanent foundation, water service, and sanitary sewer or septic service. Structures otherwise referred to as mobile homes shall also be classified as permanent structures when they meet these requirements;

"Person" means an individual, association, corporation, partnership, receiver, firm, trustee, or governmental agency;

"Point of Delivery" means the point where Company's overhead service drop or underground service lateral connects to Customer's service entrance conductors, unless otherwise provided by mutual agreement between Company and the Customer;

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"Preferred Payment Date Plan" or (Flexible Due Date) means a Commission approved plan offered at the Company's option in which the delinquent date for the charges stated on a bill shall occur on or near the same day during each billing period as selected by the Customer and as defined in Chapter V, Section A.7.b.;

"Premises" means the structure where service is rendered by Company;

"Rate schedule" means a schedule of rates, services, and rules approved by the Commission;

“Registered Elderly or Disabled (EASE) Customer” means a Customer’s household where at least one (1) member of the household has filed with the Company a Company approved form showing the person is sixty (60) years or older, or is disabled to the extent that s/he has filed with the Company a written medical statement submitted by a healthcare provider, renewable annually following annual registration, attesting that such Customer’s household must have electric utility service provided in the home to maintain life or health, or has a formal award letter issued from the federal government of disability benefits;

"Rendition of a Bill" means the date a bill is mailed, electronic delivered or hand delivered by the Company to a Customer;

"Residential Service" means the provision of or use of a utility service for domestic purposes;

"Service" means the maintaining by the Company, at the point of delivery, of electricity, at the standard available voltage, in the form and under the provisions specified in the rate schedule and/or the service contract and in these Rules and Regulations, available for the Customer's use;

"Service Drop" means the overhead service conductors between Company's pole or other aerial support to and including the connectors to service entrance conductors at the point of delivery to the Customer's premises;

"Service Entrance" means Customer-owned wire and enclosures connecting the Customer's service equipment to the Company's service drop or service lateral. This includes the Customer's service entrance conductors, the meter socket, the main disconnect where mounted separately, and the conduit or cable run on the exterior of the building or other support;

"Service Lateral" means the underground service conductors between the Company's secondary pedestal or transformer, including any risers at a pole or other structure, and the point of delivery;

“Service Point” means the point of delivery.

"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;

“Special Needs” means a designation on the account that may be considered during power restoration or interruption of service. This is not considered a “Medical Extension”;

"Subdivision" means 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" or "Termination" means a cessation of utility service requested by a Customer;

"Utility" means an electric, gas or water corporation as those terms are defined in section 386.020, RSMo;

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"Utility Charges" means the rates for electric service and other charges authorized by the Commission ;

All references in these rules to the singular of a matter shall include the plural and any references to the masculine gender shall include the feminine.

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CHAPTER II
GENERAL CONDITIONS

A. APPLICATION FOR SERVICE

1. Service Application:
The form of application for non-residential service shall be determined by the Company and may be oral or may be made upon the Company's standard written application forms, signed by the applicant or applicant's authorized agent. Residential applications may be by oral agreement to an implied contract that is ratified when Company provides service and Customer accepts and uses service and thereby incurs an obligation to pay for the service from which Customer has benefited. A written application may be required from a residential Customer for reasons of fraudulent or unauthorized usage or unacceptable credit performance.

2. Application in Name of Customer:
Each service application must be made in the true name of Customer. Proof of identification may be required by Company.

3. Application by Location and Class of Service:
A separate service application must be made for each location and each class of service.

4. How Application for Service Should be Made:
Customer must contact Company and give sufficient information to establish identity, credit, class of service, time service is needed, and mailing address of person(s) responsible for bill payment.

   a. Service Established to Premises:
   Residential or Small Commercial: Where service is already established at the desired location, Customer shall make application for service within three (3) days after date of initial use of service. If a Residential or Small Commercial Customer transfers from one location to another location, the Customer shall notify the Company of date for final meter reading at location being vacated, and date for initial meter reading at location being occupied, and request that service contract, deposit, unpaid charges, Customer information and credit history be transferred from old to new address. If a discontinuance order is pending because of delinquent charges owed by the Customer for service at the premise being vacated, Company may require payment of or a settlement agreement on the delinquent charges before extending service to the Customer at a new location.

   b. Service not established to premises - Residential or Small Commercial:
   Applicant's desiring to receive service to a new location should consult with a representative of the Company as to available service, NEC requirements, location of Customer's service entrance, Company facilities necessary for the class of service desired, etc. Company representatives shall be competent to render advice to all Customer classifications and to assist in obtaining the proper service without unnecessary delay or expense due to improper selection of equipment, installation or wiring.

   c. Large Commercial or Industrial:
   Whether or not service is established to the desired location, applicants in these categories should consult with a representative of the Company to determine availability and/or adequacy of service for the proposed location and commercial/industrial operation.

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B. REFUSAL OF SERVICE

When the Company refuses to provide service to an applicant, it shall inform the applicant in writing, and shall maintain a record of the written notice.

1. Reasons for Refusal of Service:

The Company may refuse to provide service to an applicant for service for one or more of the following reasons:

a. Failure to pay a delinquent account for the same class of service previously rendered by the Company or the Company's regulated affiliate to the applicant. The Company shall not be required to provide electric service if, at the time of application, there is an unpaid delinquent account, not in dispute, for service previously rendered by the Company at the same premises to the applicant's spouse, family member, or any other current occupant; or for service previously rendered by the Company at a different location to the applicant's spouse, family member, or any other occupant, if applicant also received substantial benefit from the previous electric service. The Company shall have the burden of proof to show that the applicant received substantial benefit and use of the service, or that the applicant is the legal guarantor, provided that such burden shall not apply if the applicant refuses to cooperate in providing or obtaining information the applicant has or should have regarding the applicant's residence history. The Company must have evidence under the terms of 4CSR 240-13.035 (2)(B)(1-4).This provision cannot be avoided by applicant's use of an alias or by substituting an application for service in the name of some other member of the household or any other person acting for or on behalf of the applicant as a device to escape payment of the applicant's unpaid obligation.

b. Failure to comply with the terms and conditions of a settlement agreement or Commission Order entered with respect to service previously rendered by the Company to the applicant.

c. Failure to permit inspection, maintenance, replacement, or meter reading of utility equipment. If the applicant does not provide access to the Company for such purposes, the Company shall provide notice to the applicant regarding its need for inspection, maintenance, replacement, or meter reading of utility equipment and shall maintain an accurate record of the notice provided.

d. Failure to post a deposit when applicable under the terms of 4 CSR 240-13.030.

e. Misrepresentation of identity or facts for the purpose of obtaining the service or failure to provide proper identification upon request by the Company.

f. As provided by State or Federal law.

g. Documented violation of the rules and regulations of the Company.

h. The Company may temporarily refuse service if the Company, due to inadequate facilities, cannot provide the requested service. The Company may refuse to provide service under this rule until adequate facilities can reasonably be made available by the Company and/or the applicant as appropriate.

i. Violation of any other rules of the Company's Commission approved tariff, which adversely affects the safety of the customer or other persons, or the integrity of the Company's system.

j. Hazards associated with the requested installation or equipment of the applicant.

k. If the structure(s) is inappropriately located on Company rights of way or easements.

l. Unauthorized use, interference, or diversion of the utility's service by the applicant, or by a previous owner or occupant who remains an occupant.

2. Reasons Insufficient to Refuse Service:

The Company shall not refuse to provide service to an applicant for service for any of the following reasons:

a. Failure of a previous occupant of the premises to pay a delinquent account unless previous occupant continues to reside with new applicant.

b. Failure to pay the bill of another customer, unless the applicant who is seeking service received substantial benefit and use of the service to that customer, or unless the applicant is the legal guarantor for a delinquent bill.

c. Failure to pay for non-utility merchandise or non-utility services purchased from or paid through the Company.

d. Failure to pay a bill correcting a previous underbilling due to misapplication of rate schedules, provided the applicant enters a settlement agreement pursuant to these rules.

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3. Written Notification of Refusal to Provide Service:
When the Company refuses to provide service to an applicant for service, the Company shall inform the applicant in writing. The notice shall include one of the following:
a. Written notice by first class mail sent to the applicant; or
b. Written notice delivered in hand to the applicant; or
c. At least 2 phone call attempts reasonably calculated to reach the applicant.

The notice or information provided shall contain the following information;
a. The name and address of the applicant and the address where service is being requested
b. How the applicant may comply with the requirements to have service connected.
c. A phone number the applicant may call from the service location without incurring toll charges and the address of the Company prominently displayed where the applicant may make an inquiry.
d. The phone number of the Public Service Commission.
e. A statement in Spanish either –
1. Advising the applicant that if they do not read English, to ask someone who does to translate the notice for them; or
2. Advising the applicant to call the Company for assistance if the Company provides phone assistance in Spanish.

4. Notwithstanding any other provision of this rule, a utility may refuse to commence service temporarily for reasons of maintenance, health, safety, or a state of emergency until the reason for such refusal has been resolved.

C. SERVICE CONTRACT

1. Service Contract:
A service application, written or oral, when accepted by the Company, becomes a service contract between the Customer and the Company, whereby the Customer will pay the Company for any service taken by the Customer thereunder. The Company will not maintain service to the Customer without a written or oral service contract that is ratified by performance. The Customer may not assign any rights thereunder without written consent of the Company. These Rules and Regulations are, by reference, made a part of such service contract.

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2. Period of Contract:
Unless otherwise specified, all service contracts shall be made effective for a period of one (1) year. When justified by exceptional service requirements, the Company may require a longer contract period plus a contract for a contribution in aid of construction by the Customer.

3. Contract Self-Contained:
No promises, representations or agreements of anyone shall be binding upon the Company unless the same shall be incorporated in the service contract and/or these rules and regulations and tariff sheets.

4. Mobile Home Parks:
Before service facilities will be installed, the mobile home 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 all expenses, including direct and indirect costs of construction, for 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.

D. SERVICE POLICY

1. One Service to a Building:
Except for certain special conditions, the NEC requires that there be only one service drop or lateral to a building for each class of service furnished. Where more than one Customer occupies the same building, more than one service entrance may be installed, provided all such service entrances are connected to and supplied from one service drop or lateral. The Company shall not be responsible for adequacy, repair, or maintenance of the service entrances extending between the service drop or lateral to such building and the location of the Company's meter(s) or Customer's service equipment. Furthermore, the Company shall not be responsible for the adequacy, repair, or maintenance of any meter socket, service equipment, or any combination thereof.

2. Number of Meters:
Only one meter shall be installed for each class of service to each Customer at each location, and each meter shall be billed separately under the appropriate rate schedule of the Company. However, the Company shall have the right to install more than one meter when Customer and Company mutually agree that such an installation is desirable for reasons of economics and/or convenience.

Master metering will not be installed on residential, commercial multiple-occupancy units or mobile home parks.

Exceptions where separate metering will not be required include:

a. Transient multiple-occupancy buildings, such as hotels, motels, hospitals, nursing homes, etc.
b. Transient mobile home parks which set aside at least 80% of their space for travel trailers.
c. Commercial unit space subject to alteration with change in tenants as evidenced by temporary versus permanent type wall construction separating the commercial unit space.
d. That portion of electricity used in central space heating, central hot water heating, central ventilating, and central air conditioning systems.
e. Buildings or mobile home parks where alternative renewable energy resources are utilized in connection with central space heating, central hot water heating, central ventilating, and central air conditioning systems.

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3. Service in Multiple-Occupancy Buildings:
Where service is rendered by the Company to individual Customers located in a structure designed for multiple-occupancy, such as an office or professional building, apartment building, etc., the Company shall not be responsible for adequacy of electrical circuits or facilities not owned by the Company extending between the Company's service conductors to such building and the location of Company's meter for such Customer's service.

4. Notice by Customer of Change in Conditions:
The Customer shall give immediate written notice to the Company of any change in the amount of his/her load or nature of his/her service such as would alter the amount of Company facilities necessary to provide the Customer's service. In the event the Customer shall fail to so notify the Company, the Customer shall be held responsible for any damage to Company's meter and distribution transformer used in Customer's service caused by any such increase in Customer's load.

5. Continuity of Service:
The Company will exercise reasonable diligence and care in providing a regular and uninterrupted supply of service to Customer. Whenever the Company finds it necessary, in order to repair or improve its system facilities, the Company shall have the right to temporarily suspend service to Customer. It is understood and agreed that hazards to continuity of service are recognized by the Customer before utilizing service. The Company will not be liable for any interruption, fluctuation, shortage or insufficiency of supply of service, or for any loss or damage occasioned thereby, if same is caused by strike, riot, civil commotion, hostile attack, storm, fire, accident, breakdown, unexpected or prolonged increase in usage of electricity, act of God, legal process, governmental interference, or any cause beyond its control.

The Company shall issue instructions to its employees to the extent practical covering procedures to be followed in the event of an emergency in order to prevent or mitigate the interruption, fluctuation, shortage or insufficiency of supply of service as much as reasonably possible. If, because of such emergency, it appears reasonably necessary to do so, the Company may interrupt, curtail or suspend electric service to all or some of its Customers, and the selection by the Company of the Customers to whom service is interrupted, curtailed or suspended shall not result in liability of the Company to any such Customer if such action is taken by the Company in a good faith effort to prevent the impairment of service or reduce the number of persons affected thereby.

6. Mobile Home Park:
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. 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.

If, however, the service is provided through an underground distribution system, the company will install, own and maintain meter pedestals for a fee 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 or the breaker terminals at the meter pedestal.

E. ACCESS FOR SERVICE

1. Right of Way:
Before service is connected, the Customer shall, when requested by the Company, at his/her expense, make or procure conveyance to Company of necessary easements for proper location upon premises owned or occupied by Customer of Company's lines and facilities employed in serving the Customer; and shall give or secure permission for necessary tree trimming by Company upon such premises.

2. Access to Customer's Premises:
Authorized employees of the Company shall have access to the premises of the Customer during all seasonal daylight hours at all reasonable times to read Company's meters measuring service to Customer, to test the Customer's metering or to inspect the Customer's equipment or connections, or anytime necessary to repair, replace or remove Company property and in case of emergency

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F. TYPE OF SERVICE AND RATE SCHEDULE

1. Choice of Rate Schedule:
A representative of the Company will assist the Customer, at any time, in his/her selection of the proper applicable rate schedule for utility service received by the Customer. In the event any other applicable rate schedule of the Company shall become more advantageous for the Customer's service, s/he may select the other applicable rate schedule, except that, having selected one applicable rate schedule, the Customer may not choose another rate schedule within less than twelve (12) months. The Company shall not, at any time, be required to make any retroactive adjustment to bills for Customer's service if it shall develop that the rate schedule applying to the Customer's service is less advantageous to the Customer than another rate schedule, except as determined in individual cases by proper regulatory authority.

   Any "qualifying facility" as defined in 4 CSR 240-20.060(1)(G) shall be provided, upon request, stand-by-power at the otherwise applicable standard rates which would apply if the Company provided energy at the customer's full service requirements.

2. Supplementary or Emergency Service:
The Company's service shall not, at any instant, be used by the Customer in multiple with any other source of electricity, without the express written consent of the Company, and shall not be maintained for use in event of breakdown of an alternative source of electricity or of power, except by written agreement between the Company and the Customer.

3. Resale of Service:
Except where specifically provided by applicable rate schedule or special contract, no Customer shall resell, redistribute or submeter, either directly or indirectly, to any person any service supplied to the Customer by the Company.

4. Mobile Home Parks:

   a. Service will be rendered under the Company's filed rate schedule applicable to the area and class of service at each location.

   b. 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, and may provide such other facilities as hard surface pads for each home, 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.

   c. Bills will be rendered to the park owner or operator for service to mobile homes in parks not conforming to the Company's requirements for permanency classification 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 schedule. 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.

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d. In permanent type parks, the park owner or operator may apply for service in the park's name for certain mobile home sites classified and used as "transient locations." The park owner or operator can be the only applicant, and payment of the bills for utility service rendered is the responsibility of the owner or operator. Resale of electric service is prohibited.

e. 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 rate schedules.

G. TERMINATION OF SERVICE

Written or verbal notice of termination must be given by the Customer at an office or call center of the Company. Customer will be responsible for payment for all service used by him/her as determined by final readings of meters on the termination date requested by the Customer. Customer shall not, by such notice, be relieved of any accrued obligations under service contract and applicable rate schedules. In the event that a customer fails to notify the Company, their service responsibility will end when a new customer takes service.

Service through any meter being billed to a mobile home park owner or operator will be terminated at his/her request after proper notice to the occupant. In such cases a reconnection charge will be billed to the park owner or operator upon restoration of service.

H. NON-STANDARD METERING SERVICE (OPT-OUT)

(1) Any individual Residential Customer whose premise is metered with a Company standard meter with wireless communications (Standard Meter) may request to have metering service utilizing a Company Non-Standard digital meter without wireless communications (Non-Standard Meter) in accordance with 20 CSR 4240-10.035. Non-Standard Metering Service is available only for individual Residential Customers who take service under RATE PLAN SCHEDULE NS-RG (non-time-of-use).

(2) In order to begin receiving Non-Standard Metering service under this Rule H, the Customer must complete the following requirements:

(a) The Customer must sign and return to the Company the Residential Non-Standard Metering Service Acknowledgment Form (Acknowledgement Form) accepting all fees, requirements, and limitations of this Rule H. The Acknowledgement Form can be obtained from the Company website or by contacting the Company Customer Care Center and requesting a hard copy be mailed to their premise(s).

(b) The Customer must pay a required, and non-refundable, Non-Standard Meter Initial Setup Charge per Non-Standard Meter as shown on the Credit Action Fees Schedule CA.

(c) The Customer must pay a monthly recurring Non-Standard Meter Charge per Non-Standard Meter in addition to their applicable residential rates for electric service as shown on the Credit Action Fees Schedule CA.

(3) Once the Company has received the signed Acknowledgement Form from the Customer and payment of the Non-Standard Meter Initial Setup Charge has been processed by the Company, the Company will, within 20 business days, furnish, and install, a Non-Standard Meter to be used for billing purposes and service under this Rule H. The Non-Standard Meter Charge will then be added to the customer's monthly bill.

(4)All Company rules shall apply under this Rule H. For meter placement practices, please see Chapter III Service Specifications, sheet 17f. This service is not eligible for customers who have a net-metering arrangement or customers who have selected a rate that requires interval billing.

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(5) Any customer who has requested service under this Rule H may, at any time, terminate this Non-Standard Metering Service and request that the Company install a Standard Meter on their premise(s); at which point the monthly Non-Standard Meter Charge will no longer be applicable. There is no subsequent charge for a Customer to request a Standard Meter be installed on their premise(s) that previously opted for service under this Rule H.

(6) Residential Customers choosing to receive Non-Standard Metering and meeting the requirements detailed in Rule H(2) may request to self-read their meter. The Company will provide simple written instructions to these Customers explaining how to read and report energy usage by email, through the Company web page, or by phone to Customer Service. All Customer provided readings must comply with the requirements of 20 CSR 4240-13.020.

(a) The Residential Customer shall accurately read and timely report the energy usage monthly. If the Customer fails to provide the meter-reading on time, the Company shall estimate the Customer's energy usage for that month.

(b) At least once a year, the Company shall obtain an actual meter reading of the Customer's energy usage in order to verify the accuracy of readings reported in this manner.

(c) If the Customer does not read and report their meter for two (2) consecutive months or any three (3) months in a rolling twelve-month period, the Company may resume monthly readings of the meter.

(d) In the event a customer moves out of the premise(s), the Company will perform a final read and replace the Non-Standard meter with a Standard Meter on the premise(s).

(e) The Company may assess 5% interest on unpaid amounts resulting from failure to report usage or inaccurate reporting.

Applicable Charges are listed on the Credit Action Fees Schedule CA.

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CHAPTER III

SERVICE SPECIFICATIONS

A. GENERAL

1. Condition of Customer's Facilities:
The Company shall have the right to disconnect service to any installation which violates local, municipal, NEC, or NESC regulations or that is deemed by the Company to be detrimental or hazardous to the Customer, the public, service to other customers, or Company's facilities.

2. Equipment Furnished:
The Company will furnish and install the Company's service drop and the meter. The Company may furnish a meter socket for a fee but will not install the meter socket unless it is to be mounted on Company equipment. All other equipment will be furnished by the customer and installed by the customer's electrician according to Company specifications. Specifications and division of responsibility with respect to installation of electrical service and the service entrance equipment are available to the customer and/or the customer's representative upon request at any Company office or Company website.

3. Customer Cost on Extension:
Empire will furnish Customer copy of charges prior to construction.

B. ELECTRIC DISTRIBUTION POLICY

1. Distribution Extensions:

a. Residential Customers not in a subdivision:
The Company will provide, at no cost, single-phase overhead electric service from its distribution system to serve any and all prospective customers occupying permanent residences who apply for such service, provided, however, that: I.) the customer shall pay the cost, including indirect costs of construction, of the extension in excess of one thousand (1,000) feet from the Company's existing distribution facilities as a contribution in aid of construction; II.) in the event that more than three hundred (300) feet of the extension is other than along and/or parallel to a public road, the customer shall pay the cost, including indirect costs of construction, of the extension in excess of three hundred (300) feet which is not along and/or parallel to a public road as a contribution in aid of construction.

For a period of five (5) years the Company will refund the customer for each new customer added to the extension a pro rata amount of the original cost of the extension, based on the ratio of 1,000 feet to the original length of the extension in excess of 1,000 feet.

A copy of the Company's estimate of the cost of construction, including direct and indirect costs, shall be furnished to the customer upon request prior to construction.

The Company will not be required to obligate funds to secure private right-of-way for the purpose of making extension of distribution pole lines or other facilities to premises of prospective customers.

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B. ELECTRIC DISTRIBUTION POLICY, (Continued)

b. Residential Subdivisions:
When application is received from a developer for an extension of electric service to a subdivision in an area not served by existing facilities, the Company shall prepare a detailed estimate of the cost to install a distribution system to the subdivision, including services, transformers, and indirect costs of construction. A copy of the Company's estimate of the cost of construction, including direct and indirect costs, shall be furnished to the developer upon request prior to construction. The developer will make full payment of these estimated charges in advance of any construction by the company. When construction is completed, if the actual costs of the extension are less than the estimated costs, the portion of the developer contribution above the actual costs will be refunded to the customer. If actual costs are higher than the estimated costs the developer will not be required to pay more than the estimate.

For each new permanent residential customer added during sixty (60) months following the completion of the extension, the Company will refund to the developer an amount equal to the Construction Allowance. The Construction allowance is described in the following paragraph. Refund totals will not exceed the original contribution by the developer. The developer may make arrangements to offset a portion of the cost of an underground system by providing certain related materials and performing certain work such as trenching, conduit installation and back-filling. However, any work performed by the developer shall be done in accordance with Company requirements and specifications and shall be coordinated with the Company representative.

As a Construction Allowance for residential subdivisions, the Company will calculate at the beginning of each calendar year the value of 225 feet of overhead single phase primary conductor, one (1) forty foot wood pole and necessary fixtures, one (1) down guy and anchor, one (1) fifteen (15) KVA transformer, transformer ground rod, one hundred (100) feet of overhead service conductor and related connectors, and one (1) two hundred (200) amp meter.

The developer will obrain or grant any easements or rights-of-way required by the Company and will have them indicated on the subdivision plot and filed with the proper authorities for dedication.

c. Multi-Family
The Company will provide overhead or underground residential service to apartments and other multi-family dwellings provided that the estimated revenue from one (1) year of electric service equals or exceeds the estimated direct and indirect cost of construction for the extension. A copy of the Company’s estimate of the cost of construction, including direct and indirect costs shall be furnished to the developer upon request prior to construction.

When construction is completed, if the actual costs of the extension are less than the estimated costs, the portion of the developer contribution above the actual costs will be refunded to the customer. If actual costs are higher than the estimated costs the developer will not be required to pay more than the estimate.

d. Mobile Home Parks:
Distribution systems will be provided for mobile home parks when the Company is satisfied that the park will be permanent and where the developer guarantees to protect the investment of the Company in event the park closes or is not utilized sufficiently for revenues to cover the direct and indirect costs of construction.

When application is received from a developer for an extension of electric service to a mobile home park in an area not served by existing facilities, the Company shall prepare a detailed least cost estimate to install a distribution system to the mobile home park, including services, transformers, and indirect costs of construction. A copy of the Company's estimate of the cost of construction, including direct and indirect costs, shall be furnished to the developer upon request prior to construction.

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B. ELECTRIC DISTRIBUTION POLICY, (Continued)

The developer will make full payment of the estimated charges, in excess of one years estimated revenue for the project, in advance of any construction by the Company. When construction is completed, if the actual costs of the extension are less than the estimated costs, the portion of the customer contribution above the actual costs will be refunded to the customer. If actual costs are higher than the estimated costs the customer will not be required to pay more than the estimate.

Upon request, the Company shall install underground services to each mobile home site from an overhead distribution system in accordance with the terms and provisions of Section B.2.c of the Company's filed Rules and Regulations for electric service. A meter pedestal will be located at each mobile home location. The meter pedestal will be furnished, installed, owned and maintained by the Company for a fee.

e Non-residential Customers:
The Company will provide overhead or underground distribution facilities to serve an individual non-residential customer at no cost to the customer provided the estimated revenue from three (3) years of electric service equals or exceeds the estimated direct and indirect costs of construction. The Company shall require contributions in aid of construction for the portion of the investment in the total extension of the service to the customer that cannot be supported with the estimated revenues.

If the Company is unable to project estimated revenues, the customer shall be required to pay the entire cost of construction. All contributions in aid of construction may be required before construction is commenced.

When construction is completed, if the actual costs of the extension are less than the estimated costs, the portion of the customer contribution above the actual costs shall be refunded to the customer. If actual costs are higher than estimated costs, the customer shall not be required to pay more than the estimate. At the end of three (3) years, the portion of the construction cost justified by the actual revenue shall be refunded to the customer. Refund totals shall not exceed the original contribution by the customer.

The Company will not be required to obligate funds to secure private right-of-way for the purpose of making extension of distribution pole lines or other facilities to premises of prospective customers.

2. Distribution Services:
The Company's standard construction will be overhead. However, where feasible from engineering, operational, and economic considerations, new electric service to residential and commercial customers may be installed underground. Installation of facilities shall be made in accordance with the following provisions

a. Temporary Distribution and Service Lines:

The Company shall not be required to provide service to temporary locations, such as for mobile homes, construction sites, etc., even though the line facilities are already in place, unless such customer advances the sum stated in Schedule CA, Credit Action Fees, as a construction payment for the cost of installation and removal of the meter, service, and other necessary facilities. The title to such property shall be and remain in the Company. Should the customer utilize electric service at this location for a period of twelve consecutive months from the date of initial service, the above payment, plus interest as designated by State Law or Commission order, will be refunded to the customer by the Company.

The Company shall not be required to provide electric service to temporary customers at locations that require the extension of the Company's lines unless the full cost of erection and removal, including indirect costs of construction, of the extension be contributed by the customer.

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B. ELECTRIC DISTRIBUTION POLICY, (Continued)

b. Service Conditions:
Customer's service entrance shall be installed where it can be conveniently reached from Company's service drop without undue interference from trees, buildings and adjoining property. The Customer should consult with the Company for assistance on developing a plan to eliminate the clearance violation so that the solution meets Code.

Customer shall not erect any structure or swimming pool under or over Company service lines or within Company easements without written approval from the Company.

Complete instructions, specifications, and construction requirements are available from the Company, or from the Company's web site.

In order to permit proper operation of Company's service lines and feeder lines serving the customer, the Company shall have the right, when and as necessary, to trim properly and keep trimmed any trees located upon the customer's premises which may interfere with service to customer or service to any other customer.

c. Underground Services to Residential Customers:
The Company will furnish and install cable sufficient to provide underground service runs to individual customers from the Company's underground primary distribution systems, up to 100 feet in length. Where a service exceeds 100 feet in length, the Company shall prepare a detailed estimate of the cost to install the entire underground run, including indirect costs. The customer will be required to pay the cost, including indirect costs of construction, of the underground service for that portion in excess of 100 feet. The customer may make arrangements to pay a portion of the excess cost of the underground service by providing certain related materials and performing certain work such as trenching, conduit installation and back-filling. However, any work performed by the customer shall be done in accordance with Company requirements and specifications and shall be coordinated with the Company representative. After installation, the Company shall own and maintain the underground service.

Where the Company's existing distribution system is installed underground, only underground service conductors to individual customers will be installed. Where the Company's existing facilities are overhead, the service will be overhead unless the customer agrees to pay the estimated difference between the cost of underground and overhead service.

Customers having existing overhead service conductors from the Company's overhead distribution system may have underground service provided they compensate the Company for the unused life and removal costs less salvage value of the existing overhead service conductors in addition to meeting the requirements listed above.

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B. ELECTRIC DISTRIBUTION POLICY, (Continued)

d. Underground Service to Authorized Public Street Lighting:
Any authorized street lighting lines installed in a subdivision with underground distribution will be installed underground. When public street lighting lines are installed underground, the estimated direct and indirect costs of construction to install the facilities shall be charged to the appropriate governing agency. The governing agency may make arrangements to pay a portion of the cost of the underground system by providing certain related materials and performing certain work such as trenching, conduit installation and back-filling. However, any work performed by the governing agency shall be done in accordance with Company requirements and specifications and shall be coordinated with the Company representative.

Arrangements for public street lighting, however, are made between the customer and the governing agency in the area, such as a duly incorporated city, town, village, etc., which has the right to authorize public street lighting in the subdivision. This agency will then contract with the Company for public street lighting service.

If the street lighting lines are required to be installed underground where adequate overhead distribution already exists, then a charge of the estimated direct and indirect costs of construction for underground service to the street lighting, plus compensation for any unused life and the removal costs of any overhead distribution requiring removal, shall be charged to the appropriate governing agency. The governing agency may make arrangements to pay a portion of the cost of the underground system by providing certain related materials and performing certain work such as trenching, conduit installation and back-filling. However, any work performed by the governing agency shall be done in accordance with Company requirements and specifications and shall be coordinated with the Company representative.

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B. ELECTRIC DISTRIBUTION POLICY, (Continued)

3. In those situations where the Company determines that, due to economic or safety concerns it would be in the Company's interest to install underground facilities, such facilities may be installed without additional cost to the customer. When it appears that underground construction may be in the Company's economic interest, the Company shall prepare a detailed estimate of the cost to install an overhead system, including indirect costs of construction. The Company shall also perform a detailed estimate to determine the cost to install an underground system of the same scope as the overhead system, including indirect costs of construction.

4. Requested Relocation of Company Facilities:

   A cost estimate of the relocation will be performed including removal, installation and indirect cost of construction. In those situations where the Company determines that due to reliability, economic, or safety concerns it would be in the best interest of the Company to relocate the facilities, there could be no additional charge for the re-location. Any estimated expense not determined to be in the best interest of the Company would be the responsibility of the entity making the request.

5. Unregulated competition:

   Where the Company competes for business with unregulated competition, the Company may waive all or part of any charges associated with extensions of service and/or construction deposits, provided for in the Empire Distribution Policy, Chapter III B, Empire District Electric Company Rules and Regulations, and any additional non-rate schedule charges, required in order to effectively compete with offers made to developers and/or customers by unregulated competition after notifying the Missouri Public Service Commission and receiving an Order granting the waiver for good cause shown.

C. METERING

1. Meters:
   Meters necessary to measure the power and energy purchased and delivered hereunder will be installed, owned and maintained by the Company at its expense. Tests of the accuracy of the metering equipment will be made by the Company according to approved modern practices. No adjustment in charges for service hereunder will be made unless an average error of more than two (2) percent, plus or minus, in the accuracy of such metering is found. Should an error in excess of an average of 2% be found, proper adjustment for the full amount of such error will be made as stated in Chapter V, Section B.1. The Company shall have such meters promptly adjusted as close as practical to 100% or exchanged in the case of meter failure. Upon the request of the Customer, a representative of the Customer may witness such tests. The Customer will have the right to request that a special meter test be made at any time. If the test made at the customer's request discloses that the meter tested is within an average error of not more than 2% and the meter has been tested in the last 12 months, the Customer will bear the full expense of such test. The expense of all other tests will be borne by the Company.

   The readings of the Company's meter measuring service to customer (subject to determination of accuracy of the meter, as provided above) will be taken as prima facie evidence of the customer's use of service.

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2. Meter Installation:

In general, self-contained meters will be used on installations supplied at 120 volts to ground, and requiring 200 amperes and less for polyphase service, and for installations requiring 320 ampere single phase service or less. Self-contained meters will be placed in the service entrance ahead of the main disconnect. Current transformers in conjunction with the meter will be used where the installation requires: 1) more than 200 amperes, 120/208 volts with polyphase service, 2) 277/480 volts with polyphase service, or 3) more than 320 amperes with single phase service. The current transformers, likewise, shall be placed in the service entrance ahead of the main disconnect, and shall be enclosed in a metal cabinet (with indoor metering or underground service) or mounted on a metal frame (with outdoor metering). Outdoor frames will be supplied by the Company and installed by the Customer's electrician. The metal cabinets will be provided by the customer and installed by the Customer's electrician. For the outdoor frames, the current transformers will be provided by the Company and installed by the Customer's electrician. For the metal cabinets, the current transformers will be provided and installed by the Company.

Meters which require both current and potential transformers, commonly called instrument transformers, will be used on installations supplied at voltages in excess of 277 volts to ground. It is necessary that the customer consult with a representative of the Company concerning location and mounting of the instrument transformers and meter before proceeding with plans for the service entrance. On indoor locations of this type, a disconnecting switch must be connected ahead of Company's metering equipment.

Meters shall be placed in a location which is readily accessible to the Company's inspectors and meter readers without inconvenience to the customer or Company's personnel. For self-contained meters, normally this will be on the exterior of an outer wall of customer's house or other building, on a central service pole, or other outdoor support. An exception would be in business or factory districts where the buildings extend out to the alleys or thoroughfares, thus exposing the meter to damage by trucks or other traffic. In these cases, an interior location accessible to Company personnel shall be provided. In any case, the meter support must be located in an environment free from excessive vibration, dust, corrosive gases, and magnetic interference or any other harmful conditions.

Self-contained polyphase meters will, in general, be socket type and will be installed outdoors.

Meter mountings must be arranged so that the center of the meter is not more than six (6) feet or less than four (4) feet above ground or floor level. A level unobstructed work space of seventy-five (75) inches in height and eighteen (18) inches on either side of the metering equipment or enclosure, and four (4) feet in front of the meter cover face is required to allow for accessing the metering equipment

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It is the Company's regular practice to seal its meters and enclosures of metering equipment. Only Company employees or agents are authorized to remove any such seal. When a seal is repeatedly missing or broken, Company shall have the right to initiate a meter-tampering investigation and when tampering is documented may bill the Customer for resealing or special locking devices necessary to secure the meter and/or meter enclosure.

D. POWER SUPPLY

In all cases and at all locations, supply specifications shall be approved by the Company.

1. Voltages:
The following nominal voltages are available for supply to Customers, depending upon size, application and location on the Company's distribution system: Other voltages may be available in certain areas but will require consultation with a Company representative.

Standard Secondary Voltages:

120/240 volts single phase
120/208 volts three phase grounded wye
120/240 volts three phase four wire delta
277/480 volts grounded wye

Standard Primary Voltage:

7,200/12,470 volts three phase grounded wye
14,400/25,000 volts three phase grounded wye

Capacity:
The Customer must contact the Company to verify the available power supply capacity at any particular location on Company's electrical system.

Phase:
Standard phasing for residential or rural areas shall be single phase. Customers or applicants for service in such areas should arrange to utilize single phase service. When three phase is requested in residential or rural areas, feasibility of extending three phase facilities shall be determined by Company, considering such factors as prospective annual revenue, location, topography, Customer load characteristics, etc.

Frequency:
The standard frequency in all locations shall be 60 hertz.

2. Fluctuating Loads:
Any single phase equipment rated over 20 kW or any three phase equipment rated over 45 kW must be approved by Company. Three phase fluctuating loads drawing a peak instantaneous demand in excess of 15 kVA and cycling at a rate of once every five minutes or less shall be reported to the Company so the effects of the Customer's load on the Customer's and/or adjacent Customers' electrical service quality can be determined.

For any poly-phase services, the Customer is responsible for protecting motors and other equipment from damage in case of a single phasing condition on the Company's distribution and/or transmission systems.

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3. Motors:

   a. Supply to Motors:
   All single phase motors over 6.5 h.p. and all three phase motors over 15 h.p. must be approved in writing by Company. If an adjustable speed drive or DC drive is used, the Customer shall notify Company so that characteristics particular to solid state motor controlling can be taken into account in all studies.

4. Electric Welders:
   Any electric welder rated over 5 KVA must be approved in writing by Company.

5. Load Balance:
   Customer's wiring shall have a sufficient number of branch circuits and be so connected as to allow load on each phase or side of the supply neutral to be as nearly balanced as possible, thus minimizing unbalance or neutral current.

6. Grounding:
   Customer's wiring installation shall be effectively grounded as required by the NEC, NESC and local code or building authority. In particular, this includes grounding of the service entrance neutral conductor, metallic metering enclosures, the meter socket, metallic service entrance enclosures, main disconnect, and metallic service entrance conduit.

7. Application for Electrical Supply With Special Considerations:
   In cases or locations where the Customer's or applicant's equipment installation and usage applications do not meet the requirements stated above in Section D, the Customer shall contact the Company to request a feasibility study of the Customer's proposed requirements. If problems are found to exist with the application as proposed, Company shall suggest mitigative measures. When applying for special consideration, the Customer shall supply all data relevant to his/her electrical power needs which shall include but not be limited to the following:

8. Equipment Nameplate Information:
   - Voltage
   - Frequency
   - Efficiency
   - Power Factor
   - NEMA equipment data (specifically locked rotor current code for motors)

   Type of equipment
   Location of equipment
   Equipment operation schedules (i.e., how many times started per hour, etc.)
   Adjacent and/or auxiliary equipment types and schedules
   Equipment test data (if available)

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E. OTHER

1. Antennas:
Radio or television receiving or transmitting antennas shall not be attached to Company's poles, nor be installed in a manner that violates current NESC regulations. Any person(s) installing such antennas shall comply with OSHA standards, any applicable Missouri statutes ,and local ordinances while performing installation of such structures.

2. House Moving:
Whenever a house, derrick, building or other obstruction is to be moved over a route traversed or crossed by the Company's overhead wires or guys, advance notification must be given at the Company's Call Center and arrangements made for the proper handling of any wires or guys which must be raised or moved. In no case shall anyone except the Company's employees attempt to cut, raise, lift or move any of the Company's wires, guys, poles or other facilities. The Customer shall pay in advance of the moving date by cash, cashiers check or money order for the direct and indirect costs of construction for any adjustments made to our facilities as required under Missouri statutes 229.230 through 229.290

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CHAPTER IV

EMERGENCY ENERGY CONSERVATION PLAN

A. GENERAL

The purpose of this plan is to define actions that will be taken when an emergency energy event occurs or is likely to occur as determined by the Southwest Power Pool ("SPP") as the Reliability Coordinator ("RC"). The following actions are intended to maintain compliance with the emergency procedures defined in the Emergency Energy Conservation Plan ("Plan") protocols section below and to continue services which are essential to the health and well-being of the Company's Customers.

B. PLAN PROTOCOLS

1. a. Compliance Procedures: To the best of its ability and dependent on the circumstances at the time of a given event, the Company, at its discretion, will strive to ensure circuits and/or critical loads essential to health, safety, and general welfare of the communities which are affected by the present system conditions, are exempted. Essential services and critical loads include but are not limited to hospital services, communications related to public safety or energy generation, potable water supply, natural gas facilities used for the production or transportation of natural gas, major medical centers, and government activities essential to national or civil defense.

   b. Additional Action: If interruption of circuits that do not serve critical loads is insufficient to address the emergency, the Company shall have the discretion to interrupt circuits that serve critical loads to the extent necessary to address the emergency.

   c. Additional Emergencies: In the event the Company determines that an emergency affecting its system, that has not been declared by the Reliability Coordinator, exists or is imminent and, in its role as the Local Balancing Authority, the Company will take such actions as deemed necessary and practical in the judgment of its system operations personnel to address such an emergency. The notice requirements of the Plan shall apply to such Company actions the same as if an event had been declared by the Reliability Coordinator.

2. Current Grid Conditions & Communication: The Company will utilize SPP's Advisory and Energy Emergency Alert systems as an indicator of severity of the impact of the emergency and as an alert for emergency preparedness. The Company will follow the direction of the Reliability Coordinator to continue the Emergency Energy Conservation Plan.

C. CUSTOMER NOTIFICATIONS

In the event the Emergency Energy Conservation Plan is implemented, Liberty will notify customers promptly through releases to local media outlets, and as deemed appropriate by the Company, Liberty communication platforms including its website and social media pages. To the extent practical, the Company will contact its large commercial and industrial customers through telephone or written communication to advise them that the Emergency Energy Conservation Plan has been implemented by the company.

D. LIABILITY OF THE COMPANY

Disruptions in service consistent with this Emergency Energy Conservation Plan shall not be considered inconsistent with the Company's rules regarding the supplying of energy and the customer taking of service.

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CHAPTER V

BILLING PRACTICES

This chapter applies to all residential utility service provided by Company and subject to the jurisdiction of the Public Service Commission under the laws of the State of Missouri. This chapter also applies to non-residential utility service unless an exception to the residential standards is noted.

Company will not discriminate against any Customer or prospective Customer for exercising any right granted by this chapter.

The rules set forth in this chapter governing the Company's relations with its Customers and prospective Customers shall be an integral part of the Company's rate schedules.

A. BILLING AND PAYMENT STANDARDS 4 CSR 240-13.020

1. Company shall normally render a bill for each billing period to every Customer in accordance with its rate schedule. Failure of a Customer to receive a bill shall not relieve that Customer of the obligation for payment thereof.

2. Each billing statement rendered by the Company shall be computed on the actual usage during the billing period except as follows:

   a. Company may render a bill based on estimated usage --

      (1) When extreme weather conditions, emergencies, labor agreements, or work stoppages prevent actual meter readings.
      (2) When the Company is unable to obtain a meter reading for reasons beyond the utility's reasonable control, including an inability to access the customer's premises as necessary. If the Company is unable to obtain an actual correct meter reading for these reasons, where necessary it shall undertake reasonable alternatives to obtain a customer reading of the meter, for example mailing or leaving postpaid, preaddressed postcards upon which the customer may note the reading unless the customer requests otherwise;
      (3) When the Company does not obtain an accurate or correct meter reading due to equipment or mechanical failure, when the Company could not reasonably detect such failure given variability in usage at that customer location;
      (4) When the Company is unable to accurately obtain a meter reading due to human or billing system error, including a remote meter reading device's failure to transmit a reliable reading

   b. Company shall not render a bill based on estimated usage for more than three (3) consecutive billing periods except under conditions described in subsection 2.a of this rule.

   c. Under no circumstances shall Company render a bill based on estimated usage:

      (1) Unless the estimating procedures employed by the Company and any substantive changes to those procedures have been approved by the Commission; and
      (2) As a Customer's initial or final bill for service unless conditions beyond the control of the Company prevent an actual meter reading;

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d. When Company renders an estimated bill in accordance with these rules, it shall:
   (1) Maintain accurate records of the reasons therefor and the effort made to secure an actual reading; and
   (2) Clearly and conspicuously note on the bill that it is based on estimated usage; and
   (3) Use customer-supplied readings, whenever viable (i.e., in line with prior usage or seasonal usage), to determine usage.

e. In the event of an undercharge, the Company shall offer the customer the option to pay the adjusted bill over a period at least double the period covered by the adjusted bill.

f. In estimating readings, the Company will use the following procedure:
   (1) Determine the customer's Actual Metered Usage for the same month of the preceding year, if available. Otherwise, determine the Actual Metered Usage for the month closest to that month.
   (2) Determine the customer's Base Usage as the usage that is the lowest actual monthly usage in the prior thirty-six months with outliers removed.
   (3) Determine the customer's Weather Sensitive Usage as the difference between Actual Metered Usage and Base Usage.
   (4) Determine the customer's Weather Multiplier by dividing Weather Sensitive Usage by the Degree Days corresponding to the customer's Actual Metered Usage. In the event there are no degree days corresponding to the customer's Actual Metered Usage the base will be used as the estimate.
   (5) Determine the customer's Estimated Usage as the customer's Base Usage plus the product of customer's Weather Multiplier and the current month's Degree Days (Current Degree Days).
   (6) For lighting accounts, the estimate will be based on the prior year's usage per day for the same month of the year multiplied by the number of days to be estimated for the current month.
   (7) For accounts with a limited history, the estimate will be based on a prior month's use per day multiplied by days in current billing cycle.

3. If Company is unable to obtain an actual meter reading for three (3) consecutive billing periods, Company shall advise the Customer by phone, first-class mail or personal delivery that the bills being rendered are estimated, that the estimation may not reflect the actual usage, and that the Customer may read and report electric usage to the Company on a regular basis. The procedure by which such reading and reporting may be initiated shall be explained. Company shall attempt to secure an actual reading from Customers reporting their own usage at least annually. These attempts shall include personal contact with the Customer to advise the Customer of the regular meter reading day. Company shall offer appointments for meter readings on Saturday or prior to 9:00 p.m. on weekdays. The charges for this special reading during normal business hours and outside normal business hours are shown on Schedule CA, Credit Action Fees. Discontinuance of the service of a Customer who is reading and reporting usage on a regular basis because of Company's inability to secure an actual meter reading shall not be required.

4. If a Customer fails to report usage to the Company, the Company shall obtain a meter reading at least annually. The Company shall notify the Customer that if usage is not reported regularly by the Customer and if the Customer fails, after written request, to grant access to the meter, then service may be discontinued pursuant to Section F (4 CSR 240-13.050).

5. Notwithstanding section A2 of this rule, the Company may bill its Customers in accordance with equal payment billing programs at the election of the Customer, provided the equal payment billing program has been previously approved by the Commission.

6. Company may bill its Customers on a cyclical basis if each individual Customer receives each billing on or about the same day of each billing period. Except as provided below, if Company changes a meter reading route or schedule which results in a change of nine (9) days or more to the billing cycle, notice shall be given to the affected Customer at least fifteen (15) days prior to the date the Customer receives a bill based on the new cycle. When a change occurs in connection with the establishment, modification, or realignment of collective or joint billing arrangements, advance notice shall not be required pursuant to the variance granted in Case No. EE-2026-0065 on September 24, 2026.

7. A monthly-billed residential Customer shall have at least twenty-one (21) days from the rendition of the bill to pay the utility charges. If the delinquent date falls upon a Sunday, legal holiday, or any other day when the offices of the Company regularly used for the payment of Customer bills are not open to the general public, the delinquent date shall be extended through the next business day. The date of payment for remittance by mail is the date on which Company receives the remittance. Company shall not base an assessment of a deposit or late payment charge, or a discontinuance of service, on a payment that was made to a payment agent on or before the delinquent date.

   a. Non-residential Customers shall have the number of days specified in the applicable rate schedule from the rendition of each bill to pay the utility charges.

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b. A Customer who has specified a preferred payment date shall have a maximum of thirty-five (35) days from the normal billing cycle date to pay the utility charges. No deposits or late payment charges will be assessed as a result of Customer's participation in a preferred payment date plan.

8. Company shall not assess a late payment charge upon Customer's utility charge by reason of the Customer's failure to pay any balance due and owing prior to the delinquent date unless the late payment charge has been approved by the Commission as a part of the Company's rate schedules.

9. Every bill for utility service shall clearly state:

   a. The beginning and ending meter readings of the billing period and the dates of these readings;

   b. The date when the bill will be considered delinquent;

   c. Any previous balance which states the balance due for utility charges separate from charges for services not subject to Commission jurisdiction;

   d. The amount due for the most recent billing period for electric or water usage stated separately from the amount due for the same period for a deposit and the amount due for the same period for service not subject to Commission jurisdiction;

   e. The amount due for other authorized charges;

   f. The total amount due;

   g. The telephone number the Customer may call from the Customer's service location without incurring toll charges and the address of the Company where the Customer may initiate an inquiry or complaint regarding the bill as rendered or the service provided. Charges for measured local service are not toll charges for purposes of this rule; and

   h. License, occupation, gross receipts, franchise and sales taxes.

10. Company shall render a separate billing for services provided at each address unless otherwise requested by the Customer and agreed to by Company.

11. Company may include charges for special services together with utility charges on the same bill if the charges for special services are designated clearly and separately from utility charges. If partial payment is made, Company shall first credit all payments to the balance outstanding for electric or water charges before crediting deposit unless otherwise specified by the customer.

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12. During the billing period prior to any rate scheduled seasonal rate change, Company shall notify each affected Customer, on the bill or on a notice accompanying the bill, of the direction of the upcoming seasonal rate change and the months during which the forthcoming seasonal rate will be in effect.

13. Customer shall be charged a fee shown on Schedule CA, Credit Action Fees, for each bad check or any type of electronic payment rendered to Company as payment of a bill.

B. BILLING ADJUSTMENTS 4 CSR 240-13.025

For all billing errors, Company will determine from all related and available information the probable period during which such condition existed and shall make billing adjustments for the estimated period involved as follows:

a. In the event of an overcharge, an adjustment shall be made for the entire period that the overcharge can be shown to have existed, not to exceed sixty (60) consecutive monthly billing periods calculated from the date of discovery, inquiry or actual notification to the Company, whichever comes first.

b. In the event of an undercharge to a residential Customer, an adjustment shall be made for the entire period that the undercharge can be shown to have existed, not to exceed twelve (12) monthly billing periods calculated from the date of discovery, inquiry or actual notification of the Company, whichever comes first. The Company shall offer the Customer the option to pay the adjusted bill over a period at least double the period covered by the adjusted bill.

c. In the event of an undercharge to a non-residential Customer, an adjustment shall be made for the entire period that the undercharge can be shown to have existed, not to exceed sixty (60) consecutive monthly billing periods, calculated from the date of discovery, inquiry or actual notification of the Company, whichever comes first.

d. No billing adjustment will be made where the full amount of the adjustment is less than one dollar ($1.00).

e. Where, upon test, an error in measurement is found to be within the limits prescribed by Commission rules, no billing adjustment will be made.

f. When evidence of tampering, diversion, unauthorized use or misrepresentation of the use of service by a Customer of any class is found, Company will calculate the billing adjustment period in accordance with the applicable statute of limitations for the prosecution of such claim after determining the probable period during which such condition existed from all related and available information. Company may also recover the cost of damages to the meter and costs associated with investigating the tampering or diversion, such as man-hours, truck hours and cost of documenting with photographs.

g. Interest shall not be payable on undercharges or overcharges to Customers of any class under this section.

C. DEPOSITS AND GUARANTEE OF PAYMENT 4 CSR 240-13.030

1. Company may require a deposit or other guarantee as a condition of new residential service if:

a. The Applicant has outstanding with the Company, or a utility providing the same type of service, an unpaid, past due bill which accrued within the last five (5) years and at the time of the request for service remains unpaid and not in dispute. The Company may refuse to provide service to an applicant until both the unpaid bill outstanding with the Company and the required deposit are paid in full.

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b. The Applicant had more than five (5) late payments within the last twelve (12) consecutive months of service for the same class of service provided by the Company at the same or any other location.

c. The Applicant, has in an unauthorized manner, interfered with or diverted the service of the Company or another utility providing service to the Customer's premise within the last five (5) years.

d. If the Applicant has insufficient credit history to determine a credit score, then the Applicant shall be deemed to have established an acceptable credit rating if they meet any of the following criteria:

(1) Owns or is purchasing a home; or
(2) Is and has been regularly employed on a full-time basis for at least one year; or
(3) Has an adequate regular source of income; or
(4) Can provide adequate credit references from a commercial credit source.

2. The non-residential Applicant shall provide at least the following credit information: The Company has the right to request additional information if there are questions about what has been provided. Non-residential customers may be required to provide a security deposit, surety bond, or irrevocable letter of credit as a condition of service.

a. References from previous utility.
b. Banking references.
c. Financial statements.
d. Reports from commercial credit sources.

3. Company may require a deposit or guarantee as a condition of continued or re-establishing service if:

a. The service of the Customer has been discontinued by Company for nonpayment of a delinquent account not in dispute; or

b. In an unauthorized manner, the Customer interfered with or diverted the service of Company situated on or about or delivered to the Customer's premises; or

c. A residential Customer has failed to pay an undisputed bill on or before the delinquent date for five (5) billing periods out of twelve (12) consecutive monthly billing periods; The Company may not require a deposit from a customer if such customer has consistently made a payment for each month during the twelve (12) consecutive months, provided that each payment is made by the delinquent date; and each payment made is at least seventy five dollars ($75), or twenty five percent (25%) of the total outstanding balance, provided that the outstanding balance is three hundred dollars ($300) or less, or to any customer making payments under a payment plan previously arranged with the Company; or

d. A non-residential Customer has failed to pay an undisputed bill on or before the delinquent date for two out of six (6) consecutive monthly billing periods; and

e. Prior to requiring a Customer to post a deposit under this subsection, Company has sent the Customer a written notice explaining Company's right to require a deposit or has included such explanation with the written discontinuance notice.

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4. Customers required to make a deposit may pay in installments unless Company can show likelihood that the customer does not intend to pay for the service. Deposits assessed to residential customers under the provisions of section 3a (discontinued for non payment) or section 3c (excessive late payments) of this rule during the months of November, December and January may be paid, if the customer is unable to pay the entire deposit, by installments over a six (6) month period.

5. A deposit shall be subject to the following terms:

   a. It shall not exceed two (2) times the highest bill for utility charges actually incurred or estimated (such estimate may include usage previous to the customer at that premise) to be incurred by the Customer during the most proximate twelve (12) month period at the service premises, or, in the case of a new Residential Customer who is assessed a deposit under subsection 1.d. (unable to establish an acceptable credit rating), two (2) times the average of the estimated monthly bill for a yearly period for utility charges at the requested service premises;

   b. It shall bear interest at a rate specified in Schedule CA, Credit Action Fees, approved by the Commission, which shall be credited to the service account of the Customer on a billing period basis (when each bill is issued) or paid upon the return of the deposit, whichever occurs first,pursuant to the variance granted in Case No. EE-2026-0065. Interest shall not accrue on any deposit after the date on which a reasonable effort has been made to return it to the Customer. Records shall be kept of efforts to return a deposit. This rule shall not preclude the Company from crediting interest upon each service account during one (1) billing cycle annually;

   c. Upon discontinuance or termination of service, other than for a change of service address, it shall be credited, with accrued interest, to the utility charges stated on the final bill and the balance, if any, shall be returned to the Customer within twenty-one (21) days of the rendition of the final bill;

   d Upon satisfactory payment of all undisputed utility charges during the last twelve (12) billing months, it shall be promptly refunded or credited, with accrued interest, against charges stated on subsequent bills. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent, provided it is not in dispute. Payment of a disputed charge shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute. Company may withhold refund of a deposit pending the resolution of a dispute with respect to charges secured by the deposit;

   e. Deposits from non-residential Customers may be retained by the Company as a guarantee of payment of final bills;

   f. Company shall maintain records which show the name of each Customer who has posted a deposit, the current address of the Customer, the date and amount of deposit, the date and amount of interest paid, and information to determine the earliest possible refund date;

   g. Each Customer posting a deposit shall receive, in writing, at the time of tender of deposit or with the first bill, a receipt as evidence of deposit, unless 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:

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(1) Name of Customer;
(2) Date of payment;
(3) Amount of payment;
(4) Identifiable name, signature and title of the Company employee receiving payment; and
(5) Statement of the terms and conditions governing the payment, retention and return of deposits;

h. The Company shall not deprive a customer of a deposit return within five (5) years following the date that the customer is due for a deposit return, even though the customer may be unable to provide the original receipt; provided that the customer can produce adequate identification.

i. No deposit or guarantee or additional deposit or guarantee shall be required by Company because of race, sex, creed, national origin, marital status, age, number of dependents, source of income, disability or geographical area of residence; and

j. Company shall provide means by which a residential Customer required to make a deposit may pay the deposit in installments unless;
1. Applicant or Customer has in an unauthorized manner, interfered with, or diverted the same type of service within the last five years; or
2. The Applicant or Customer has in an unauthorized manner interfered with, diverted, or used the service of the Company situated on or about or delivered to the premises; or
3. A likelihood that the Applicant or Customer does not intend to pay for the service.

6. In lieu of a deposit, Company may accept a written guarantee. The limit of the guarantee shall not exceed the amount of a cash deposit.

7. A guarantor shall be released upon satisfactory payment of all undisputed utility charges during the last twelve (12) billing months. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute.

D. INQUIRIES 4 CSR 240-13.040

1. Company shall adopt procedures which will ensure the prompt and thorough receipt, investigation and where possible, resolution of inquiries. Company shall submit the procedures to the Commission and Company shall notify the Commission and the Public Counsel of any substantive changes in these procedures prior to implementation.

2. Company shall establish personnel procedures which, at a minimum ensure that:

a. Qualified personnel shall be available and prepared at all times during normal business hours to receive and respond to all Customer inquiries, service requests and complaints. Company shall make necessary arrangements to ensure that Customers unable to communicate in the English language receive assistance;

b. Qualified personnel responsible for and authorized to enter into written agreements on behalf of Company shall be available at all times during normal business hours to respond to Customer inquiries and complaints;

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c. Qualified personnel shall be available at all times to receive and initiate response to Customer contacts regarding any discontinuance of service or emergency condition occurring within Company's service area; and

d. Names, addresses and telephone numbers of personnel designated and authorized to receive and respond to the requests and directives of the Commission regarding Customer inquiries, service requests and complaints shall be provided to the Commission.

3. Company shall prepare in written form, information which in layman's terms summarizes the rights and responsibilities of Company and its Customers in accordance with this chapter. The form shall be submitted to the Consumer Services department of the Missouri Public Service Commission, and to the Office of the Public Counsel. This written information shall be displayed prominently, and shall be available at all Company offices open to the general public, and shall be mailed or otherwise delivered to each residential Customer of Company if requested by such Customer. The information shall be delivered or mailed to each new Customer of Company upon the commencement of service and shall be available at all times upon request. The written information shall indicate conspicuously that it is being provided in accordance with the rules of the Commission and shall contain information concerning, but not limited to:

a. Billing and estimated billing procedures;

b. Methods for Customer verification of billing accuracy;

c. Customer payment requirements and procedures;

d. Deposit and guarantee requirements;

e. Conditions of termination, discontinuance and reconnection of service;

f. Procedures for handling inquiries;

g. Explanation of meter reading procedures which would enable a Customer to read his/her own meter;

h. A procedure whereby a Customer may avoid discontinuance of service during a period of absence;

i. Complaint procedures under Chapter V. Section I. (4 CSR 240-2.070)

j. The telephone number and address of the Customer services office of the Missouri Public Service Commission, the Commission's 800 telephone number, and the statement that the Company is regulated by the Missouri Public Service Commission. (PO Box 360, Governor Office Building, Jefferson City, MO 65102; 800-392-4211)

k The address and telephone number of the Office of Public Counsel (PO Box 7800, Governor Office Building, Jefferson City, MO 65102; 314-751-4857)

l. An Explanation of the fuel adjustment clause

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4. At all of its public business offices, Company shall make available for public inspection a copy of 4 CSR 240-13 (The Public Service Commission's residential billing practices rules) and Company's rate schedules. At these offices, conspicuous signs shall be posted which indicate that this information is available for public inspection.

5. Company shall maintain records on its Customers for at least two (2) years which contain information concerning:

   a. The payment performance of each of its Customer for each billing period;

   b. The number and general description of complaints registered with Company;

   c. The number of settlement agreements made by Company;

   d. The actual number of discontinuances of service due to each of the following categories:

      (1) The Customer's failure to keep a settlement agreement or Cold Weather Rule payment agreement.
      (2) The Customer's failure to make any other required utility payment,
      (3) Unauthorized interference, diversion or use of utility service; and
      (4) All other reasons combined.

   e. Actual number of reconnections; and

   f. Refund of deposits.

E. DISPUTES 4 CSR 240-13.045

1. A Customer shall advise Company that all or part of a charge is in dispute by written notice, in person or by a telephone message directed to Company during normal business hours. A dispute must be registered with Company at least twenty-four (24) hours prior to the date of proposed discontinuance for a Customer to avoid discontinuance of service as provided by these rules.

2. When a Customer advises Company that all or part of a charge is in dispute, Company shall record the date, time and place the contact is made; investigate the contact promptly and thoroughly, and attempt to resolve the dispute in a manner satisfactory to both parties.

3. Failure of a Customer to participate with Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the Customer's right to continuance of service and Company, not less than five (5) days after provision of the notification required by section 9 (right to make informal complaint), may proceed to discontinue service unless the Customer files an informal complaint with the Commission within the five (5)-day period.

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4. Customers presenting frivolous disputes shall have no right to continued service. Company, before proceeding to discontinue the service of a Customer presenting a dispute it deems frivolous, shall advise the Consumer Services Department of the Commission of the circumstances. The Consumer Services Department shall attempt to contact the Customer by telephone and ascertain the basis of the dispute. If telephone contact cannot be made, the Consumer Services Department shall send the Customer a notice by first-class mail stating that service may be discontinued by Company unless the Customer contacts the Consumer Services Department within twenty-four (24) hours. If it appears to the Consumer Services Department that the dispute is frivolous or if contact with the Customer cannot be made within seventy-two (72) hours following Company's report, Company shall be advised that it may proceed to discontinue service. If it appears that the dispute is not frivolous, service shall not be discontinued until ten (10) days after the notice required by Chapter V Section F.5. (4 CSR 240-13.050(5)) has been sent to the Customer by the Company. The Customer shall retain the right to make an informal complaint to the Commission.

5. If a Customer disputes a charge, s/he shall pay to Company an amount equal to that part of the charge not in dispute. The amount not in dispute shall be mutually determined by the parties. The parties shall consider the Customer's prior consumption history, weather variations, the nature of the dispute and any other pertinent factors in determining the amount not in dispute.

6. If the parties are unable to mutually determine the amount not in dispute, the Customer shall pay to Company, at Company's option, an amount not to exceed fifty percent (50%) of the charge in dispute or an amount based on usage during a like period under similar conditions which shall represent the amount not in dispute.

7. Failure of the Customer to pay to Company the amount not in dispute within four (4) working days from the date that the dispute is registered or by the delinquent date of the disputed bill, whichever is later, shall constitute a waiver of the Customer's right to continuance of service and Company may then proceed to discontinue service as provided in this rule.

8. If the dispute is ultimately resolved in favor of the Customer in whole or in part, any excess moneys paid by the Customer shall be refunded promptly.

9. If Company does not resolve the dispute to the satisfaction of the Customer, the Company representative shall notify the Customer that each party has a right to make an informal complaint to the Commission; and of the address and telephone number where the Customer may file an informal complaint with the Commission. If a Customer files an informal complaint with the Commission prior to advising the Company that all or a portion of a charge is in dispute, the Commission shall notify the Customer of the payment required by sections E.5. or E.6.

10. The Company is not required to comply with these rules prior to the discontinuance of service where the dispute registered with the Company involves the same customer, the same facts, and the same question regarding the validity of a charge as those involved in a prior informal or formal complaint filed by the customer and resolved in favor of the Company.

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F. DISCONTINUANCE OF SERVICE 4 CSR 240-13.050

1. Service may be discontinued for any of the following reasons:

   a. Nonpayment of an undisputed delinquent charge;

   b. Failure to post a required deposit or guarantee;

   c. Unauthorized interference, tampering, diversion or use of the utility service situated or delivered on or about the Customer's premises;

   d. Failure to comply with terms of a settlement agreement;

   e. Refusal after reasonable notice to permit inspection, maintenance, replacement or meter reading of Company equipment. If Company has a reasonable belief that health or safety is at risk, notice at the time inspection is attempted is reasonable;

   f. Misrepresentation of identity or facts for the purpose of obtaining utility service; or

   g. Violation of any other rules of Company approved by the Commission which adversely affects the safety of the Customer or other persons or the integrity of Company's system; or

   h. As provided by local, state or federal law.

2. None of the following shall constitute sufficient cause for Company to discontinue service:

   a. The failure of a Customer to pay for merchandise, appliances or services not subject to Commission jurisdiction as an integral part of the utility service provided by Company;

   b. The failure of the Customer to pay for service received at a separate metering point, residence or premises. In the event of discontinuance or termination of service at a separate metering point, residence or premises in accordance with these rules, Company may transfer and bill any unpaid balance to any other service account of the Customer and may discontinue service after twenty-one days for residential Customers (or after number of days specified in applicable rate schedule for non-residential Customers) after rendition of the combined bill, for nonpayment, in accordance with this rule;

   c. The failure of the Customer to pay for a different class of service received at the same or different premises. The placing of more than one (1) meter at the same premises for the purpose of billing the usage of specific devices under optional rate schedules or provisions is not construed as a different class of service for the purpose of this rule; or

   d. The failure to pay the bill of another Customer, unless the Customer whose service is sought to be discontinued received substantial benefit and use of the service;

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e. The failure of a previous owner or occupant of the premises to pay an unpaid or delinquent bill except where the previous occupant remains an occupant or user; or

f. The failure to pay a bill correcting a previous underbilling, whenever the Customer claims an inability to pay the corrected amount, unless Company has offered the Customer a payment arrangement equal to the period of underbilling.

3. On the date specified on the notice of discontinuance or within (30) thirty days after that, and subject to the requirements of these rules, Company may discontinue service to a Customer between the hours of 8:00 a.m. and 4:00 p.m. Service shall not be discontinued on a day when Company personnel are not available to reconnect the Customer's service, or on a day immediately preceding such day. After the (30) thirty day effective period of the notice, all notice procedures required by this rule shall again be followed before the Company may disconnect service.

4. The notice of discontinuance shall contain the following information:

a. The name and address of the Customer and the address, if different, where service is rendered;

b. A statement of the reason for the proposed discontinuance of service and the cost for reconnection;

c. The date on or after which service will be discontinued unless appropriate action is taken;

d. How a Customer may avoid the discontinuance;

e. The possibility of a settlement agreement if the claim is for a charge not in dispute and Customer is unable to pay the charge in full at one (1) time; and

f. A telephone number the Customer may call from the service location without incurring toll charges and the address of the Company prominently displayed where the Customer may make an inquiry. Charges for measured service are not toll charges for purposes of this rule.

5. Company shall not discontinue service pursuant to section F.1 unless written notice by first-class mail is sent to the Customer at least ten (10) days prior to the date of the proposed discontinuance. Service of notice by mail is complete upon mailing. As an alternative, Company may deliver a written notice in hand to the Customer at least ninety-six (96) hours prior to discontinuance. Company shall maintain an accurate record of the date of mailing or delivery.

A notice of discontinuance of service shall not be issued as to that portion of a bill which is determined to be an amount in dispute pursuant to sections E.5. or 6. (4 CSR 240-13.045(5) or (6)) that is currently the subject of a dispute pending with Company or complaint before the Commission, nor shall such a notice be issued as to any bill or portion of a bill which is the subject of a settlement agreement except after breach of a settlement agreement, unless Company inadvertently issues the notice, in which case Company shall take necessary steps to withdraw or cancel this notice.

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6. Notice to multi-dwelling unit buildings and/or non-Customer occupants shall be provided as follows:

   a. At least ten (10) days prior to discontinuance of service for nonpayment of a bill or deposit at a multi-dwelling unit residential building at which usage is measured by a single meter, notices of Company's intent to discontinue shall be conspicuously posted in public areas of the building; provided, however, that these notices shall not be required if Company is not aware that the structure is a single-metered multi-dwelling unit residential building. The notices shall include the date on or after which discontinuance may occur and advise of tenant rights pursuant to section 441.650 RSMo. Company shall not be required to provide notice in individual situations where safety of employees is a consideration.

   b. At least ten (10) days prior to discontinuance of service for nonpayment of a bill or deposit at a multi-dwelling unit residential building where each unit is individually metered and for which a single Customer is responsible for payment for service to all units in the building or at a residence in which the occupant using utility service is not Company's Customer, Company shall give the occupant(s) written notice of Company's intent to discontinue service; provided, however, that this notice shall not be required unless one (1) occupant has advised Company or Company is otherwise aware that s/he is not the Customer, and

   c. 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 may apply in his/her name for service of the same character presently received through that meter.

   d. In the case of a multi-dwelling unit residential building where each unit is individually metered and the Company seeks to discontinue service for any lawful reason to at least one (1) but not all of the units in the building, and access to a meter that is subject to discontinuance is restricted, such as where the meter is located within the building, the Company may send written notice to the owner/landlord of the building or the owner/landlord's agent (owner) requesting the owner to make arrangements with the Company to provide access to such meter(s). If within ten (10) days of receipt of the notice, the owner fails to make reasonable arrangements to provide the Company access to such meter(s) within thirty (30) days of the date of the notice, or if the owner fails to keep such arrangements, the Company shall have the right to gain access to its meter(s) for the purpose of discontinuing utility services the owner's expense. Such expense may include, but shall not be limited to costs to pursue court-ordered access to the building, such as legal fees, court costs, sheriff's law enforcement fees, security costs, and locksmith charges. The Company's right to collect the costs for entry to its meter will not be permitted if the Company fails to meet the obligation to keep the access arrangements agreed upon between the owner and the Company. Notice by the Company under this section shall inform owner (a) of the Company's need to gain access to its meter(s) to discontinue utility service to one (1) or more tenants in the building, and (b) of the owner's liability in the event that owner fails to make or keep access arrangements. The notice shall state the Company's normal business hours. The Company shall render one (1) or more statements to the owner for any amounts due to the Company under this section. Any such statement shall be payable by the delinquent date stated thereon, and shall be subject to late payment charges at the same rate provided in the Company's tariff pertaining to general residential service.

7. At least twenty-four (24) hours preceding a discontinuance, Company shall make reasonable efforts to contact the Customer to advise him/her of the proposed discontinuance and what steps must be taken to avoid it. Reasonable efforts shall include either a written notice following the notice pursuant to section F.4, a door hanger or at least two (2) telephone call attempts reasonably calculated to reach the Customer.

8. Immediately preceding the discontinuance of service, the employee of the Company designated to perform such function, except where the safety of the employee is endangered, shall make a reasonable effort to contact and identify him/herself to the Customer or responsible person then upon the premises and shall announce the purpose of his/her presence. When service is discontinued, the employee shall leave a notice upon the premises in a manner conspicuous to the Customer that service has been discontinued and the address and telephone number of Company where the Customer may arrange to have service restored.

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9. Except as provided by the Critical Needs Program (Sheet No. 28) and notwithstanding any provision of this rule, Company shall postpone a discontinuance for a time not in excess of twenty-one (21) days if the discontinuance will aggravate an existing medical emergency of the Customer, a member of his/her family or other permanent resident of the premises where service is rendered. Any person who alleges an emergency, if requested, shall provide Company with reasonable evidence of the necessity.

10. Notwithstanding any other provision of this rule, Company may discontinue any service temporarily for reasons of maintenance, health, safety or a state of emergency.

11. Upon the Customer's request, Company shall restore service consistent with all other provisions of this chapter when the cause for discontinuance has been eliminated, applicable restoration charges have been 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, but no later than 7:00 p.m., and in any event, restoration shall be made not later than the next working day following the day requested by the Customer. Company shall charge the Customer a fee for restoration of service based on if the reconnect is done remotely or onsite as provided in Schedule CA, Credit Action Fees.

G. COLD WEATHER MAINTENANCE OF SERVICE: Provision of Residential Heat-Related Utility Service During Cold Weather 4 CSR 240-13.055

1. This rule protects the health and safety of residential Customers receiving heat-related utility service by placing restrictions on discontinuing and refusing to provide heat-related utility service from November 1 through March 31 due to delinquent accounts of those Customers.

2. This rule takes precedence over other rules on provision of heat-related utility service from November 1 through March 31 annually.

3. Notice Requirements. From November 1 through March 31, prior to discontinuance of service due to nonpayment, Company shall:

   a. Notify the Customer, at least ten (10) days prior to the date of the proposed discontinuance, by first class mail, and in the case of a registered elderly or disabled Customer the additional party listed on the Customer's registration form of Company's intent to discontinue Service. The contact with the registered individual shall include initially two (2) or more telephone call attempts with the mailing of the notice;

   b. Make further attempts to contact the Customer within ninety-six (96) hours preceding discontinuance of service either by a second written notice as in subsection 3.a., sent by first class mail; or a door hanger; or at least two (2) telephone call attempts to the Customer;

   c. Attempt to contact the Customer at the time of the discontinuance of service in the manner specified in Section F.8 (4 CSR 240-13.050(8))

   d. Make a personal contact on the premises with a registered elderly or disabled Customer or some member of the family above the age of fifteen (15) years, at the time of the discontinuance of service; and

   e. Ensure that all notices and contacts required in this subsection describe the terms for continuance of service under this rule, including the method of calculating the required payments, the availability of financial assistance from the Family Support Division and social service or charitable organizations that have notified Company that they provide that assistance, and the identity of those organizations.

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4. The Company will not make oral representation of service termination for nonpayment when termination would occur on a known “no-cut” day as governed by the temperature moratorium.

5. Weather Provisions: Discontinuance of electric service to all residential users, including all residential tenants of apartment buildings, for nonpayment of bills where electricity is used as the source of space heating or to control or operate the only space heating equipment at the residence is prohibited--

   a. On any day when the National Weather Service local forecast between 6:00 a.m. to 9:00 a.m. for the following twenty-four (24) hours predicts that the temperature will drop below thirty-two degrees Fahrenheit (32 F);

   b. On any day when Company personnel will not be available to reconnect utility service during the immediately succeeding day(s) (Period of Unavailability) and the National Weather Service local forecast between 6:00 a.m. to 9:00 a.m. predicts that the temperature during the Period of Unavailability will drop below thirty-two degrees Fahrenheit (32 F);

   c. From November 1 through March 31, for any registered low income elderly or low income disabled Customer (as defined in this rule), provided that such Customer has entered into a cold weather rule payment plan, made the initial payment required by section (10) of this rule and has made and continues to make payments during the effective period of this rule that are at a minimum of the lesser of fifty percent (50%) of 1) the actual bill for usage in that billing period or 2) the levelized payment amount agreed to in the cold weather rule payment plan. Such reductions in payment amounts may be recovered by adjusting the Customer’s subsequent levelized payment amounts for the months following March 31.

6. Discontinuance of Service: From November 1 through March 31, Company may not discontinue heat-related residential utility service due to nonpayment of a delinquent charge or bill provided:

   a. The Customer contacts Company and states his/her inability to pay in full;

   b. Company receives an initial payment and the Customer enters into a payment agreement, both of which are in compliance with section G.10. of this rule;

   c. The Customer complies with Company's requests for information regarding the Customer's monthly or annual income; and

   d. There is no other lawful reason for discontinuance of utility service.

7. Transfer of Service: Whenever a Customer, with a cold weather rule payment agreement, moves to another residence within the Company’s service area, the Company shall permit the Customer to receive service if the Customer pays in full the amounts that should have been paid pursuant to the agreement up to the date service is requested, as well as, amounts not included in a payment agreement that have become past due. No other change to the terms of service to the Customer by virtue of the change in the Customer’s residence with the exception of an upward or downward adjustment to payments necessary to reflect any changes in expected usage between the old and new residence shall be made.

8. Deposit Provisions: Company shall not assess a new deposit or bill deposits that were previously assessed during or after the period of this rule to those Customers who enter into a payment agreement and make timely payments in accordance with this rule.

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9. Reconnection Provisions: If the Company has discontinued heat-related utility service to a residential Customer due to nonpayment of a delinquent charge, from November 1 through March 31 Company shall reconnect service to that Customer without requiring a deposit provided--
   a. The Customer contacts Company, requests Company to reconnect service and states an inability to pay in full;

   b. The Company receives an initial payment and the Customer enters into a payment agreement, both of which are in compliance with section (10) of this rule;

   c. The Customer complies with the requests of Company for information regarding the Customer's monthly or annual income;

   d. None of the amount owed is an amount due as a result of tampering, diversion or unauthorized interference with or use of the Company's service, and the Customer has not engaged in such activity since last receiving service; and

   e. There is no other lawful reason for continued refusal to provide utility service.

10. Payment Agreement: The payment agreement for service under this Cold Weather rule shall comply with the following:

   a. A pledge of an amount equal to any payment required by this section by the agency which administers LIHEAP shall be deemed to be the payment required. Company shall confirm in writing the terms of any payment agreement under this rule, unless the extension granted the Customer does not exceed two (2) weeks.

   b. Payment Calculations:

      (1) Company shall first offer a twelve (12) month budget plan which is designed to cover the total of all preexisting arrears, current bills and Company's estimate of the ensuing bills.

      (2) If the Customer states an inability to pay the budget plan amount, Company and the Customer may upon mutual agreement enter into a payment agreement which allows payment of preexisting arrears over a reasonable period in excess of twelve (12) months. In determining a reasonable period of time, Company and the Customer shall consider the amount of the arrears, the time over which it developed, the reasons why it developed, the Customer's payment history and the Customer's ability to pay.

      (3) Company shall permit a Customer to enter into a payment agreement to cover the current bill plus arrearages in fewer than twelve (12) months if requested by the Customer.

      (4) Company may revise the required payment in accordance with its Average Payment Plan.

      (5) If a Customer defaults on a cold weather rule payment agreement but has not yet had service discontinued by the Company, the Company shall permit such Customer to be reinstated on the payment agreement if the Customer pays in full the amounts that should have been paid pursuant to the agreement up to the date service is requested, as well as, amounts not included in a payment agreement that have become past due.

   c. Initial Payments:

      (1) For a Customer who has not defaulted on a payment plan under the cold weather rule, the initial payment shall be no more than twelve percent (12%) of the twelve (12) month budget bill amount calculated in subsection (10)b. of this rule unless the Company and the Customer agree to a different amount.

      (2) For a Customer that has defaulted on a payment plan under the cold weather rule, the initial payment shall be an amount equal to eighty percent (80%) of the Customer's balance, unless the Company and the Customer agree to a different amount.

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11. If Company refuses to provide service pursuant to this rule and the reason for refusal of service involves unauthorized interference, diversion or use of the Company's service situated or delivered on or about the Customer's premises, Company shall maintain records concerning the refusal of service which at a minimum shall include: the name and address of the person denied reconnection, the names of all company personnel involved in any part of the determination that refusal of service was appropriate, the facts surrounding the reason for the refusal and any other relevant information.

H. SETTLEMENT AGREEMENTS AND EXTENSION AGREEMENTS 4 CSR 240-13.060

1. When Company and a Customer arrive at a mutually satisfactory settlement of any dispute or the Customer does not dispute liability to Company but claims inability to pay the delinquent charges in full, Company and the Customer may enter into asettlement agreement. A settlement agreement which extends beyond ninety (90) days shall be in writing and mailed or otherwise delivered to the Customer.

2. Every payment agreement resulting from the Customer's inability to pay the delinquent charges in full shall provide that service will not be discontinued if the Customer initially pays the amount of the delinquent charges specified in the agreement and agrees to pay a reasonable portion of the remaining delinquent charges in installments and each subsequent bill on or before the delinquent date each month until all delinquent charges are paid in full. For purposes of determining reasonableness, the parties will consider the following: The size of the delinquent balance; the Customer's ability to pay; the Customer's payment history; the time that the debt has been outstanding; the reasons why the debt has been outstanding; and any other relevant factors relating to the Customer's service. Such a payment agreement shall not exceed twelve (12) months duration, unless the customer and the Company agree to a longer period.

3. If a Customer fails to comply with the terms and conditions of a settlement agreement, Company may discontinue service after notifying the Customer in writing, by personal service or first-class mail in accordance with notice requirements in Section F (4 CSR 240-13.050). that the Customer is in default of the settlement agreement; the nature of the default; that unless full payment of all balances due is made, Company will discontinue service; and the date upon or after which service will be discontinued.

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I. COMMISSION COMPLAINT PROCEDURES 4 CSR 240-13.070
This rule sets forth the procedures to be followed prior to and in filing a complaint with the Commission.

1. Prior to filing an informal or formal complaint the Customer shall pursue remedies directly with Company as provided in this chapter. The Commission specifically reserves the right to waive this requirement when circumstances so require.

2. Any person aggrieved by a violation of any rules in this chapter or the Public Service Commission laws of Missouri relating to utilities may file an informal or formal complaint under 4 CSR 240-2.070.

3. If Company and a Customer fail to resolve a matter in dispute, Company shall advise the Customer of his/her right to file an informal complaint with the Commission under 4 CSR 240-2.070.

4. If the staff is unable to resolve the complaint to the satisfaction of the parties, the staff shall send a dated letter to that effect to the complainant and to Company.

   a. The letter shall advise the complainant that, if s/he desires, s/he may file a formal complaint in accordance with 4 CSR 240-2.070.

   b. If the complaint concerns a bill, the nonpayment of which could subject the complainant to discontinuance of service under the provisions of Section F (4 CSR 240-13.050), the staff's letter shall advise the complainant that if a formal complaint is not filed within thirty (30) days of the date of the letter, the complainant may become subject to discontinuance of service.

5. The Commission staff may treat an informal complaint involving the same question or issue based upon the same facts dealt with in a prior informal complaint already decided, and may advise the complainant that this informal complaint will not be reviewed.

6. Company shall not discontinue residential service relative to the matter in dispute during the pendency of an informal complaint and until at least thirty-one (31) days after the date of the letter issued pursuant to section I.4., and shall in no case discontinue this service without leaving a notice of discontinuance after the date of the letter issued pursuant to section I.4.

7. Failure of the Customer to pay the amount of a bill which is not in dispute, as determined pursuant to sections E.5 or E.6. (4 CSR 240-13.045(5) or (6)) of these rules, shall be grounds for dismissal of an informal or formal complaint.

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