

THE EMPIRE DISTRICT ELECTRIC COMPANY d.b.a. LIBERTY

P.S.C. Mo. No. 6 Sec. 3 2nd Revised Sheet No. 5

Canceling P.S.C. Mo. No. 6 Sec. 3 1st Revised Sheet No. 5

For ALL TERRITORY

CREDIT ACTION FEES
SCHEDULE CA

AVAILABILITY:

This schedule is available to any customer requiring the special services listed below.

RATE:

Customer advance for temporary service line (per Rules and Regulations, Chapter III, Section B1d)	\$ 25.00
Charge for insufficient funds check or return of electronic payment (per Rules and Regulations, Chapter V, A13)	\$ 20.00
Customer charge for trip to premises to collect non-payment fee (per Rules and Regulations, Chapter V, F8)	\$ 15.00
Reconnection fee-Remote Connection/Disconnection(per Rules and Regulations, Chapter V, F11) During normal business hours	\$ 10.00
Reconnection fee-Onsite Connection/Disconnection (per Rules and Regulations, Chapter V, F11) During normal business hours	\$ 30.00
Outside normal business hours	\$ 50.00
Charge for meter reading (per Rules and Regulations, Chapter V, Section A3) During normal business hours	\$ 5.00
Outside normal business hours	\$ 10.00
Opt-out Charges (Per Rules and Regulations, Chapter II, Section H) Non-Standard - One-time setup charge – per meter	\$ 125.00
Monthly Non-Standard Meter Charge – per meter	\$ 15.00

Effective January 1, 2003, interest rate paid upon return of a deposit, on a Billing Period basis, compounded on a Billing Period basis (per Rules and Regulations, Chapter V, C5b), shall be equal to the prime rate published in the Wall Street Journal as being in effect on the last business day of December of the prior year, plus 1%.

Effective July 1, 2026, the Company may assess 5% interest on unpaid amounts resulting from failure to report usage or inaccurate reporting for opt-out customers who opt to self-read.

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P.S.C. Mo. No. 6 Sec. 5 1st Revised Sheet No. 1

Canceling P.S.C. Mo. No. 6 Sec. 5 Original Sheet No. 1

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RULES AND
REGULATIONS

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 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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"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;

"NEC" 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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- 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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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: