

BEFORE THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS

In the Matter of the Application of The Empire District )  
Electric Company for Approval of Temporary Waivers )  
of Certain of Empire's Tariffs and for Approval of a )  
Process to Implement Temporary Waivers of Certain ) Docket No. 20-EPDE- 448 -MIS  
Other Rules and Regulations, Billing Standards, General )  
Terms and Conditions and to Allow Operating Changes )  
to Address the COVID-19 Pandemic )

**APPLICATION**

The Empire District Electric Company (Liberty-Empire or Applicant) submits the following application pursuant to K.S.A. 66-101, 66-101g, 77-526 and K.A.R. 82-1-202, K.A.R. 82-11-6, and other applicable statutes and regulations. Applicant is requesting approval of (1) a process to implement waivers of certain Kansas Corporation Commission (Commission) orders and rules and regulations, billing standards, and Liberty-Empire's general terms and conditions for service as set forth in this Application to allow it to make operating changes on a temporary basis in order to address the Coronavirus Disease 2019 (COVID-19) pandemic, (2) temporary waivers of certain of Empire's tariffs relating to fees, charges and other payments and (3) of a tariff providing for a bill credit to any customer that uses a credit card or debit card to pay the customer's electric bill on-line. In support of its Application, Liberty-Empire states as follows:

**I. INTRODUCTION**

1. Applicant is an electric public utility operating in the state of Kansas pursuant to certificates of convenience and necessity issued by the Commission. Applicant's principal place of business is located at: 602 S. Joplin Ave., Joplin, Missouri 64801. Applicant serves approximately 10,000 customers located in southeast Kansas.

2. The names, addresses and phone numbers of the persons authorized to receive notices and communications with respect to this Application on behalf of Liberty-Empire are as follows:

Sheri Richard  
Director of Rates and Regulatory Affairs  
Liberty Utilities (Central Region)  
602 S. Joplin Ave., P.O. Box 127  
Joplin, Missouri 64802-0127  
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Ottawa, Kansas 66067  
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3. On March 16, 2020, the Commission issued an Emergency Order in Docket No. 20-GIMX-393-MIS (Emergency Order), in which it made the following finding of fact:

1. On March 11, 2020, the World Health Organization (WHO) declared the COVID-19 virus a pandemic. On March 12, 2020, Governor Kelly, issued an emergency declaration for the State of Kansas in response to the COVID-19, authorizing the use of state resources and personnel to assist with response and recovery operations in affected counties. On March 13, 2020, President Trump declared the COVID-19 pandemic a national emergency. As a result of the actions by the WHO, Governor Kelly, and the President of the United States, the Commission exercises its emergency powers under K.S.A. 77-536 (b) to prevent or avoid the

immediate danger to the public health, safety or welfare, and directs all public utilities under the Commission's authority to suspend the practice of disconnecting service for non-payment while customers and communities are experiencing potential hardship from the COVID-19 virus.

4. On April 14, 2020, the Commission issued an order continuing the suspension of disconnects through May 15, 2020, because the threat of the COVID-19 pandemic remains.

5. In light of the COVID-19 pandemic, Liberty-Empire has reviewed its polices, tariffs and the Commission's rules and regulations and has determined it is prudent to request approval of a process where it can implement waivers of certain Commission orders, billing standards, rules and regulations, and Liberty-Empire's general terms and conditions for service to allow it to make operating changes on a temporary basis in order to address the COVID-19 pandemic. Liberty-Empire is also requesting a temporary waiver of certain fees, charges and other payments. Liberty-Empire has met with the Commission's Staff to discuss its request for said temporary waivers and a process that could be approved by the Commission in this docket that would allow Liberty-Empire to implement temporary waivers if needed without having to file a separate application each time to request the temporary waivers.

## **II. LIBERTY-EMPIRE'S CRISIS PREPAREDNESS**

6. Liberty-Empire established a cross-functional task force to closely monitor current conditions and determining actions, in consultation with external experts that Liberty-Empire may need to take based on the spread of COVID-19 and CDC guidelines. The task force meets daily to provide regular updates and discuss developments and conditions within the various service areas.

7. Because Liberty-Empire's top priority is the health and safety of its employees, its customers and its communities, a comprehensive plan has been enacted in response to the COVID-19 pandemic. The plan presented to employees describes specific details on how to avoid or at least slow

the spread of the virus. The plan covers the importance of washing hands, not shaking hands, and social distancing. It also includes the cessation of all non-essential travel and the conducting of meetings electronically.

8. Guidelines were developed to support frontline employees on how to mitigate business and health risks-such as the required use of nitrile gloves by Customer Service Representatives when handling cash and increased cleaning processes for high traffic areas. Employees providing essential safety, security, and reliability services were also provided guidance and risk-mitigation support. Additionally, information technology infrastructure was enhanced to ensure adequate bandwidth and support is available to allow the increased offsite workload. The supply chain team continues to monitor and assess the impact of COVID-19 on critical materials.

9. In addition, Business Continuity Plans were established and refined for all departments (finance, engineering, operations, regulatory, etc.) ensuring that critical services can continue to be provided in the event of widespread illness.

### **III. APPROVAL OF A PROCESS TO IMPLEMENT TEMPORARY WAIVERS OF COMMISSION'S BILLING STANDARDS, REGULATIONS AND ORDERS**

10. Attached to this Application as **Exhibit A** is a list of the Commission's billing standards and Liberty-Empire's General Terms and Conditions in which Liberty-Empire may need to seek a temporary waiver if the Company determines it may not be able to meet said standards and general terms and conditions of service due to the COVID-19 pandemic. Liberty-Empire is requesting the Commission approve a process that can be used by Liberty-Empire to implement temporary waivers of said billing standards and general terms and conditions so that it would not be required to file a separate application each time temporary waivers are required. The process would be as follows:

- (a) Upon determining temporary waivers of the billing standards and general terms

and conditions (as set forth in **Exhibit A** to this Application) are necessary, Liberty-Empire would provide written notification to the Staff and Commission (filed in this docket) that Liberty-Empire is implementing temporary waivers. The notification shall state the reason for the waivers, (i.e., manpower shortage due to COVID-19; too dangerous of a situation due to COVID-19; government mandates prevent compliance, etc.).

(b) Upon determining the circumstances giving rise to the need for the temporary waivers have been resolved and that the temporary waivers are no longer necessary, Liberty-Empire shall provide written notification to the Staff and Commission (filed in this docket) that the temporary waivers are no longer necessary.

(c) Liberty-Empire shall maintain records documenting the support for the temporary waivers in the event the Staff requests review of said records.

11. Customers will continue to receive efficient and sufficient service from the utility during the period in which the temporary waivers are in place. Liberty-Empire will continue to respond to all emergency situations in a reasonable and prudent manner. At all times during the duration of this pandemic, Liberty-Empire will do its best to maintain its current business practices as it relates to said billing standards and general terms and conditions of service as set forth in **Exhibit A**, but believes that it is necessary to request this process in the event temporary waivers are required.

12. Liberty-Empire requests that the process described herein remain in effect through December 31, 2020, provided that Liberty-Empire be allowed to request, by filing a motion in this docket prior to November 30, 2020, requesting that the process be extended for the 2021 calendar year. Liberty-Empire also requests permission to seek any revision to the process by filing a motion in this docket.

**IV. APPROVAL OF TEMPORARY WAIVERS OF CERTAIN TARIFF FEES, CHARGES AND OTHER PAYMENTS**

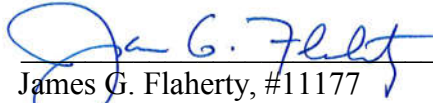
13. To the extent required, and to help mitigate the financial hardships experienced by Liberty-Empire's customers during the COVID-19 pandemic, attached to this Application as **Exhibit B** is a list of tariff fees, charges and other payments that Liberty-Empire is seeking a temporary waiver on through the end of 2020 to assist customers as it relates to the COVID-19 pandemic.

14. Liberty-Empire also seeks approval of a temporary tariff, which will allow the utility to provide a bill credit to any customer that uses a credit or debit card to pay the customer's electric bill online. The credit would be equal to the amount directly charged to the customer by the third party payment processing company and paid by the customer.

15. The proposed tariff sheets are attached hereto as **Exhibit C**, and provide for the credit to be available for sixty days following the effective date of the approval of the tariff.

16. Nothing in this Application shall effect the provisions and mandates contained in the Commission's Emergency Order and any orders continuing said Emergency Order.

WHEREFORE, for the reasons set forth herein, Liberty-Empire respectfully asks that the Commission issue an order (1) approving the process outlined in this Application for use by Liberty-Empire to implement temporary waivers of the Commission's billing standards, orders and pipeline safety regulations, and Liberty-Empire's general terms and conditions of service as set forth in **Exhibits A**; (2) approval of the temporary waiver of the tariff fees, charges and payments identified in **Exhibit B** to this Application to this Application; and (3) approval of the tariff providing for a bill credit to any customer that uses a credit card or debit card to pay the customer's electric bill on-line as set forth in **Exhibit C**.



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Attorneys for The Empire District Electric Company

**VERIFICATION**

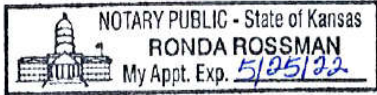
STATE OF KANSAS  
COUNTY OF FRANKLIN, ss:

James G. Flaherty, of lawful age, being first duly sworn on oath, states:

That he is the attorney for The Empire District Electric Company named in the foregoing Application and is duly authorized to make this affidavit; that he has read the foregoing and knows the contents thereof; and that the facts set forth therein are true and correct.

  
\_\_\_\_\_  
James G. Flaherty

SUBSCRIBED AND SWORN to before me this 4<sup>th</sup> day of May, 2020.



  
\_\_\_\_\_  
Notary Public

Appointment/Commission Expires:



## CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing was sent via electronic mail this 4<sup>th</sup> day of May, 2020, addressed to:

Terri Pemberton  
[t.pemberton@kcc.ks.gov](mailto:t.pemberton@kcc.ks.gov)

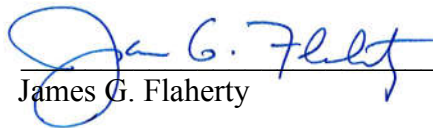
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James G. Flaherty

# EXHIBIT A

KCC Billing Standards and Liberty-Empire's General Terms and Conditions for Service

Tariff	Schedule	Index	Sheet	Page	Section	Tariff Language	Waiver Request	Service
Rules and Regulations								
Rules & Regulations	Section V	7		16 of 32	Standards of Discontinuance A.1.a-i	<p>The Company may discontinue or refuse service for any of the following reasons:</p> <p>a. When the customer requests it.</p> <p>b. When the service is abandoned.</p> <p>c. When a utility bill becomes delinquent as provided in Section IV A9a, after proper notice, as provided in Section V A5 below.</p> <p>d. When a dangerous condition exists on the customer's premises.</p> <p>e. When the customer fails to provide credit information, security deposit or guarantee, as set forth in Section III A1&amp;8, or has a previous undisputed and unpaid separate account for utility service with Company.</p> <p>f. When the customer misrepresents his or her identity for the purpose of obtaining utility service.</p> <p>g. When the customer refuses to grant Company personnel access, during normal working hours, to equipment installed upon the premises of the customer for the purpose of inspection, meter reading, maintenance or replacement.</p> <p>h. When the customer violates any rule of the Company which adversely affects the safety of the customer or other persons, or the integrity of the Company's delivery system.</p> <p>i. When the customer causes or permits unauthorized interference with, or diversion or use of (meter bypass), utility service situated or delivered on or about the customer's premises.</p>	If manpower is constrained by circumstances of the COVID 19 pandemic, the Company may not be able to disconnect service immediately except for those cases where a dangerous condition exists on the customer's property or the safety of the customer or others is adversely affected. Further, these disconnects may lead to a need to a future reconnect which promotes potential for contact with contaminants. Reconnection timeframes may exceed past business practice.	Disconnect
Rules & Regulations	Section V	7		16 of 32	Standards of Discontinuance A.3.b	<p>b. The Company employee who is to disconnect service is also authorized to accept payment of amounts due for utility charges and thereby either avert disconnection or provide for reconnection.</p>	Collecting payment at the door may not be safe for Company personnel under circumstances of the COVID 19 pandemic. Customers are provided with other options for payment prior to disconnection.	Knock and Collect
Rules & Regulations	Section V	7		17 of 32	Discontinuance in Special circumstances A.4.a.2i.	<p>(2) (i) Such customer is unable to pay for such service in accordance with the requirements of the Company's billing or (ii) is able to pay for such service only in installments.</p> <p>The Company shall either allow payment in reasonable installments or postpone discontinuance of service for at least twenty-one (21) days so that the customer can make arrangements for reasonable installment payments.</p>	If manpower is constrained by circumstances of the COVID 19 pandemic, the Company may need to extend the disconnect past the 21 days. Further, these disconnects may lead to a need to a future reconnect which promotes potential for contact with contaminants. Reconnection timeframes may exceed past business practice.	Non Payment Disconnect
Rules & Regulations	Section V	7		17 of 32	Disconnection Service A.7.a.1-6.	<p>Immediately preceding the discontinuance of service, make a reasonable effort to:</p> <p>(1) Contact and identify himself to the customer or responsible person then upon the premises and shall announce the purpose of his or her presence.</p> <p>(2) Identify and record the name of the person contacted:Accept payment of all amounts tendered to him which are necessary to avert disconnection.</p> <p>(4) Record statements disputing the accuracy of the delinquent bill.</p> <p>(5) Record statements disputing the accuracy of the Company's findings concerning the cause for discontinuance.</p> <p>(6) Record statements concerning the medical condition of any permanent resident of the premises.</p> <p>b. If contact with the customer is not made, the employee shall leave a notice upon the premises in a manner conspicuous to the customer disclosing the date and time of discontinuance and giving the address and telephone number of the Company where the customer may arrange to have service restored.</p>	If manpower is constrained by circumstances of the COVID 19 pandemic, given that attempts to reach the customer can be made by phone for purpose of presence, Contacting customer and leaving door hanger on premise subjects personnel to unnecessary risk in circumstances of the COVID 19 pandemic.	Disconnect

Tariff	Schedule	Index	Sheet	Page	Section	Tariff Language	Waiver Request	Service
Rules & Regulations	Section IV	7	15	18 of 32	Restoration of Service 8b	<p>a. Upon the customer's request, the Company shall restore service promptly when the cause of discontinuance of service has been eliminated, applicable restoration charges paid and, if required, satisfactory credit arrangements have been made.</p> <p>b. At all times, every effort shall be made to restore service on the restoration day requested, and in any event, restoration shall be made no later than the next business day following the day requested by the customer.</p> <p>c. The Company may charge a reasonable fee for the restoration of service as provided in Section IVA9f above.</p>	If manpower is constrained by circumstances of the COVID 19 pandemic, reconnection timeframes may exceed past business practice.	Reconnect
Rules & Regulations	Section IV	7	15	13 of 32	Estimated Meter Reading 5.c & d	<p>c. The Company may not render a bill based on estimated meter reading for more than three (3) consecutive billing periods or six (6) months, whichever is less.</p> <p>d. The utility may not render an estimated monthly bill more than a total of six times per year</p>	If manpower is constrained by circumstances of the COVID 19 pandemic, more estimated billing may be necessary.	Estimated Bills
<b>Cold Weather Rule Service</b>								
Rules & Regulations	Section V	7	19	19 of 32	Cold Weather Rule	<p>Under (1), (2), (3) and (4), the Company may disconnect the service immediately. Under (5) or (6), the Company may disconnect the customer 48 hours after a disconnection notice is left on the customer's door or a personal or phone contact is made with the customer of record and the telephone number of the Commission's Consumer Protection Office is given to the customer, or 10 days after a disconnection notice is sent, whichever is quicker. Under (7), the Company may disconnect the customer 10 days after a disconnection notice is sent if the customer has not cured the insufficient payment during that 10-day period.</p>	If manpower is constrained by circumstances of the COVID 19 pandemic, the Company may not have the resources available to provide a door hanger. Additionally, given that attempts to reach the customer can be made by phone and mail, hanging a door message subjects personnel to unnecessary risk in circumstances of the COVID 19 pandemic.	Knock and Collect
Rules & Regulations	Section V	7	19	19 of 32	Cold Weather Rule	<p>Services disconnected under (3) or (4) above must be restored as soon as possible after the physical problems defined in (3) or (4) have been corrected. Service disconnected under (5) must be restored as soon as possible after payment by the customer of the full value of the diverted service. The value of the diverted service shall be estimated based on the historic use of the customer or the residence.</p>	If manpower is constrained by circumstances of the COVID 19 pandemic, reconnection timeframes may exceed past business practice.	Reconnect
<b>General Conditions</b>								
General Conditions	Section II	7		6 of 32	Application for Service 4.1-b	<p>a. Company may elect to dispatch Company personnel to secure final and initial meter readings. In the event service to the new location has been disconnected, Company shall dispatch personnel to the premises to activate meter and secure meter read.</p> <p>b. A representative of the Company will then consult with the customer as to available service, code requirements, location of customer's service entrance, Company facilities necessary for the class of service desired, etc.</p>	If manpower is constrained by circumstances of the COVID 19 pandemic, reconnection timeframes may exceed past business practice.	New Location
Metering	Section IX	7	28	28 of 32	Metering 1.	The customer will have the right to request that a special meter test be made at any time.	If manpower is constrained by circumstances of the COVID 19 pandemic, customer requested meter testing may need to be delayed.	Customer Request Meter Test
Metering	Section IX	7	28	28 of 32	Metering 1.	Periodic tests of the accuracy of the metering equipment will be made by the Company according to approved modern practice.	If manpower is constrained by circumstances of the COVID 19 pandemic, meter testing may not occur as frequently as past Company practice.	Routine Meter Testing

# EXHIBIT B

List of Tariff Fees, Charges and Other Payments

The Empire District Electric Company  
 Kansas Tariff & Billing Standards  
 Exhibit B

Tariff	Schedule	Index	Sheet	Page	Section	Language	Waiver Request
Residential General Service	RG	1	1	1 of 2	Payment	A late payment charge of two percent (2%) will be assessed on the delinquent amount owe for current utility service	Temporary waiver of the fees for late payment during the COVID-19 crisis.
Residential Total Electric Service	RH	1	2	1 OF 1	Payment		
Commercial Service	CB	2	1	1 of 1	Payment		
Small Heating Service	SH	2	2	1 of 2	Payment		
General Power Service	GP	2	3	1 of 2	Payment		
Transmission Service	PT	2	4	1 of 2	Payment		
Total Electric Building Service	TEB	2	5	1 of 2	Payment		
Private Lighting Service	PL	4		2 of 2	Payment		
Special Lighting Service	LS	3	5	1 of 1	Payment		
Miscellaneous Service	MS	3	6	1 of 1	Payment		
Charges Related to Customer Activities	CA	3	7	1 of 1	Rate	Reconnection fee (per Rules and Regualtiond, Chapter IV, C10c) Customer charge for trip to premises to collect non-payment fee (per Rules and Regulations, Chapter IV, Section C9a)	Temporary waiver of the trip fees and reconncection fees during the COVID-19 crisis
Rules & Regulations	Section IV	7		12 of 32	Billing Standards A.10.b. A.10.d.	b. When a bill becomes delinquent, a late payment charge in an amount equal to two (2%) percent of the delinquent amount owed for current electric service will be added to the customer's bill, and any collection efforts by the Company shall be initiated. d. If a non residential customer is consistently unable to pay its bill on time due to bill-paying procedures, the Company shall offer the customer the option of paying a one percent (1%) late fee every month for a time extension of 14 days.	Temporary waiver of the fees for late payment during the COVID-19 crisis.

# EXHIBIT C

Credit for Credit Card Fee Tariff

THE STATE CORPORATION COMMISSION OF KANSAS

Index No. 3

THE EMPIRE DISTRICT ELECTRIC COMPANY  
(Name of Issuing Utility)

SCHEDULE CC

ALL TERRITORY  
(Territory to which schedule is applicable)

Replacing Schedule \_\_\_\_\_ Sheet \_\_\_\_\_  
which was filed \_\_\_\_\_

CHARGES RELATED TO CREDIT CARD FEES  
SCHEDULE CC  
Sheet 1 of 1 Sheets

AVAILABILITY

This schedule is available for customers who pay their bill online using debit or credit cards. The purpose of this schedule is to reimburse customers for the cost of third party payment processing company fees the customer pays at the time of bill payment.

The credit on the customer account would be equal to the amount directly charged to the customer by the third party payment processing company and paid by the customer as part of their remittance to the third party payment processing company. The credit to the customer bill will be provided to the customer's account once validation from the third party payment processing company is received by Empire.

RATE

Credit of (\$3.95) per credit card transaction charged

DURATION

The credit will remain available for sixty days following the effective date of the tariff.

Issued May 1 2020  
Month Day Year

Effective upon Commission Approval  
Month Day Year

By Sheri Richard, Director of Rates and Regulatory  
Signature of Officer Title



THE EMPIRE DISTRICT ELECTRIC COMPANY  
(Name of Issuing Utility)

**SCHEDULE:** Table of Contents

ALL TERRITORY  
(Territory to which schedule is applicable)

Replacing Schedule Table of Contents Sheet   1    
which was filed 0207-2330-1519

**TABLE OF CONTENTS**

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- 3. Reserved for future use ..... 3

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**INDEX 6 - NOT USED**

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Issued   May     23   2020 ~~July 30 2019~~

Effective   July     May     30   2023 ~~2019~~ 2020 upon Commission Approval

By /s/ Sheri Richard, Director, Rates and Regulatory Affairs  
Signature Title