

ATTACHMENTS GR-2019-0077 Epperson Direct Testimony

Attachment 1: Case No. ER-2014-0258 Nonunanimous Stipulation and Agreement
Regarding Supplemental Service Issues

Attachment 2: Missouri Division of Energy Position Paper November 10, 2015 Ameren
Standby Service Tariff

Attachment 3: Case No. ER-2016-0179 Union Electric Company Electric Service,
Missouri Service Area, Rider SSR Standby Service Rider

Attachment 4: Case No. Case Nos. ER-2018-0145 and ER-2018-0146 Non-Unanimous
Partial Stipulation and Agreement Conserving Rate Design Issues
(related excerpts only)

Attachment 5: Case No. ER-2018-0145 and ER-2018-0146 KCPL/GMO, Standby Service
Riders, corrected and refiled February 12, 2019 for Commission approval

Attachment 6: Case No. EM-2016-0213 Amended Stipulation and Agreement as to Division of
Energy and Renew Missouri

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

In the Matter of Union Electric Company)
d/b/a Ameren Missouri’s Tariffs to Increase) File No. ER-2014-0258
Its Annual Revenues for Electric Service.)

**NONUNANIMOUS STIPULATION AND AGREEMENT REGARDING
SUPPLEMENTAL SERVICE ISSUES**

As a result of discussions among Union Electric Company d/b/a Ameren Missouri (“Ameren Missouri”), the Missouri Department of Economic Development – Division of Energy (“DE”), Missouri Industrial Energy Consumers (“MIEC”), and the Missouri Public Service Commission Staff (“Staff”) (individually a “Signatory” and jointly “the Signatories”), an agreement (“Stipulation”) has been reached on certain rate design issues, as set forth below.

1. This Stipulation resolves entirely all issues relating to Supplementary Service. This Stipulation contains the entire agreement of the parties concerning the issues addressed herein. The signatories waive their respective rights to cross-examination and further waive any potential objection to the admission of the pre-filed testimonies of Alex Schroeder and Graeme Miller.

2. DE agrees to file an errata clarifying the surrebuttal testimony of Alex Schroeder. Specifically, on page 9, line 4 of Dr. Schroeder’s surrebuttal testimony, the words “Rider E violates...” will instead read “Rider E may violate....”

3. Ameren Missouri further agrees to file a Standby Tariff no later than December 31, 2015, unless the Signatories collectively agree that more time is necessary. Upon approval, this Standby Tariff will apply prospectively to all new customer generators. Ameren Missouri will hold at least two workshops with the Division of Energy, Staff, Missouri Industrial Energy Consumers, and other interested stakeholders during the development of this Standby Tariff.

The first workshop will occur no later than August 1, 2015. The rates included in this Standby Tariff will be consistent with Ameren Missouri's class cost of service analysis from File No. ER-2014-0258, adjusted for the approved revenue requirement plus any adjustments to the class cost of service methodology ordered by the Commission. This Standby Tariff will incorporate the following concepts:

a) The Standby Tariff will contain definitions for supplementary power, back-up power, and maintenance power, and rules for determining when, and in what amount, these services are actually used;

b) Unbundled rates for services (e.g. generation, transmission, and distribution);

c) The customer's generator availability - the Standby Tariff will take into account the fact that no generator system achieves 100% availability with the following criteria considered when developing the rate structure: i) the generator's historical availability and/or predicted availability, ii) any differences in cost impact of scheduled reductions in availability (maintenance) vs. unscheduled reductions in availability (i.e. forced outages, de-ratings, changes in load), and iii) the operational constraints of the generator system;

d) Maintenance scheduling - to the extent that unique pricing provisions are provided for scheduled (vs. unscheduled) reductions in availability, the mechanisms for setting scheduled reductions in generation will: i) allow more than one scheduled event per year, ii) provide flexibility in establishing or adjusting the time period(s) of the event(s) and iii) establish the maximum time period permitted (individually or cumulatively);

e) Seasonally differentiated charges;

f) Time differentiated charges (e.g. on-peak vs. off-peak);

g) Charges will be differentiated by voltage level (i.e. secondary, primary, high voltage primary).

GENERAL PROVISIONS

4. This Stipulation is being entered into for the purpose of disposing of the issues that are specifically addressed herein. In presenting this Stipulation, none of the Signatories will be deemed to have approved, accepted, agreed, consented or acquiesced to any ratemaking principle or procedural principle, including, without limitation, any method of cost or revenue determination or cost allocation or revenue-related methodology, and none of the Signatories will be prejudiced or bound in any manner by the terms of this Stipulation (whether it is approved or not) in this or any other proceeding, other than a proceeding limited to enforce the terms of this Stipulation, except as otherwise expressly specified herein.

5. This Stipulation has resulted from extensive negotiations and the terms hereof are interdependent. If the Commission does not approve this Stipulation, or approves it with modifications or conditions to which a party objects, then this Stipulation will be void and no Signatory will be bound by any of its provisions. Moreover, if the Commission does not implement the terms and conditions agreed upon in this Stipulation, then this Stipulation will also become void and no Signatory will be bound by any of its provisions.

6. If the Commission does not unconditionally approve this Stipulation without modification, and notwithstanding its provision that it will become void, neither this Stipulation, nor any matters associated with its consideration by the Commission, will be considered or argued to be a waiver of the rights that any Signatory has for a decision in accordance with Section 536.080, RSMo 2000, or Article V, Section 18, of the Missouri Constitution, and the Signatories will retain all procedural and due process rights as fully as though this Stipulation

had not been presented for approval, and any suggestions or memoranda, testimony or exhibits that have been offered or received in support of this Stipulation will become privileged as reflecting the substantive content of settlement discussions and will be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any further purpose whatsoever.

7. If the Commission unconditionally accepts the specific terms of this Stipulation without modification, the Signatories waive, with respect to the issues resolved herein: their respective rights (1) to call, examine and cross-examine witnesses pursuant to Section 536.070(2), RSMo 2000; (2) their respective rights to present oral argument and/or written briefs pursuant to Section 536.080.1, RSMo 2000; (3) their respective rights to seek rehearing pursuant to Section 386.500, RSMo 2000 and (4) their respective rights to judicial review pursuant to Section 386.510, RSMo Supp. 2011. These waivers apply only to a Commission order respecting this Stipulation issued in this above-captioned proceeding and do not apply to any matters raised in any prior or subsequent Commission proceeding, or any matters not explicitly addressed by this Stipulation.

8. This Stipulation contains the entire agreement of the Signatories concerning the issues addressed herein.

9. This Stipulation does not constitute a contract with the Commission. Acceptance of this Stipulation by the Commission will not be deemed as constituting an agreement on the part of the Commission to forego the use of any discovery, investigative or other power which the Commission presently has. Thus, nothing in this Stipulation is intended to impinge or restrict in any manner the exercise by the Commission of any statutory right, including the right to access information, or any statutory obligation.

WHEREFORE, the Signatories respectfully request the Commission to issue an Order in this case approving this Nonunanimous Stipulation and Agreement.

Respectfully submitted,

/s/ Kevin A. Thompson

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing document was served on all parties of record via electronic mail (e-mail) on this 5th day of March, 2015.

/s/ Wendy Tatro _____
Wendy K. Tatro

Missouri Division of Energy
Position Paper
November 10, 2015
Ameren Standby Service Tariff

On March 5, 2015, Union Electric Company d/b/a Ameren Missouri, the Missouri Department of Economic Development – Division of Energy, the Missouri Industrial Energy Consumers (MIEC), and the Staff of the Commission filed a non-unanimous stipulation and agreement that would resolve all issues relating to Supplemental Service in Case ER-2014-0258. As part of the agreement, Ameren Missouri was directed to consult with interested stakeholders to draft and file a Standby Tariff by December 31, 2015, that will apply prospectively to all new customer generators.

Since the first stakeholder meeting on October 20, 2015 to develop a proposed Ameren Standby Service Rider (SSR) tariff, the Division of Energy has interfaced with Ameren’s staff with the intent to substantively contribute to the clarity and transparency of the tariff. Consistent with this intent, DE offered specific suggestions for definitions as well as alternative rates, while staying within the Company’s draft rate structure. We feel that great progress has been made in the tariff definitions and we thank Ameren for their specific efforts in this regard. With footnoted exception, we are generally comfortable with the overall structure of the proposed tariff¹. We also acknowledge and support the Company’s effort to be inclusive by the addition of the LTS class to the tariff.

Now it’s time to drill down in determining specific rates. Standby rates are necessary to recover the fully allocated embedded costs that the utility incurs to provide backup and maintenance service. We have reviewed the data related to Ameren’s class cost of service (CCOS) and how it may apply to the tariff rates. It is important to note that there is currently no cost basis directly applicable to standby service provided to self-generators in the CCOS evaluation on which to formulate the tariff rates. A combination of both subjective and objective analysis is required to achieve rates that will meet essential needs of both Ameren and potential SSR tariff customers. The Division of Energy, in its role as part of the Missouri Department of Economic Development, desires to ensure that the tariff will preferably incent, or at the least not penalize, SSR customers. The Regulatory Assistance Project (RAP) recommends rates that are designed to give customers a strong incentive to use electric service most efficiently, to minimize the costs they impose on the system, and to avoid charges when service is not taken². This means that

¹ DE supports allowing a standby service customer to aggregate service under reasonable conditions. DE reserves the opportunity to recommend service aggregation in a future proceeding.

² <http://raponline.org/document/download/id/7020>

they reward customers for maintaining and operating their onsite generation. To this end, we are guided by the concept of achieving a minimum avoided cost percentage rate (with no standby service taken in a month) of not less than 93% for all classes of service as a metric for achieving this goal. In developing specific rates, we concur with the Midwest Cogeneration Association's fair standby rate principles and embody them here as well as offer specific opportunities to move the draft tariff to success. Consistent with these principles, the following elements must be addressed in determining specific rates for the proposed Ameren Standby Service Rider tariff:

1. A standby service customer should not pay fixed monthly charges for generation, transmission, and distribution that are higher than the demand charge on the otherwise applicable tariff. Generation reservation demand charges should be based on the utility's cost and the forced outage rate, as identified in RAP³.
2. To support the concept of the 93% of avoided cost, and to avoid customer use of backup service on-peak, we prefer to see fixed monthly charges on the order of the winter demand rate and variable demand charges for usage of backup on-peak. Ameren is applying this concept to the LPS class. It should be applied to all classes applicable to the SSR.
3. Forced outage rates should be considered in the calculation of reservation fees for standby fixed charges. There are a number of utilities from other states using forced outage rate as a component of their standby tariff^{4,5} that can be used as examples.
4. The applicability of the MISO related charge should be evaluated within the context of the benefits provided by SSR customers as distributed generation sources that are supporting the grid. These benefits have been recognized but have not been quantified.
5. No additional demand charges or higher energy rates should apply to standby customers in conjunction with scheduled maintenance service (on- or off-peak) unless actual demand, including scheduled maintenance, exceeds the supplementary contract capacity. It is our understanding that this is consistent with Ameren's draft tariff language. This stresses the importance of setting an appropriate supplementary contract capacity.
6. No additional demand charges or higher energy rates should apply to standby customers in conjunction with backup service (on- or off-peak) unless actual demand, including backup service, exceeds the supplementary contract capacity. It is our understanding that this is consistent with Ameren's draft tariff language. We also suggest that backup service taken off-peak should incur no demand charges, similar to maintenance service. This stresses the importance of setting an appropriate supplementary contract capacity. The largest cost impact should be reflected for backup service taken during summer, on-peak periods.
7. It is our understanding that Ameren's intent is that, forced outage or not, any demand, including maintenance and backup, less than the supplemental contract capacity will

³ <http://raponline.org/document/download/id/7020> (Standby Generation Reservation Charge, p 13)

⁴ <http://www.midamericanenergy.com/include/pdf/rates/elecrates/iaelectric/ia-elec.pdf>

⁵ https://www.nvenergy.com/company/rates/nv/electric/schedules/images/LSR_Electric_North.pdf

have no additional maintenance or backup demand or energy charges, although monthly fixed charges will still apply. DE supports this intention, which is not currently clear in the proposed tariff and needs to be made explicit. This stresses the importance of setting an appropriate supplementary contract capacity.

8. It is appropriate to design rates in a manner that provides an incentive to avoid unscheduled outages on-peak. This concept is illustrated by the use of daily-as-used charges when backup service is taken. This methodology is used in Ameren's draft tariff for the LPS customer. This concept should also be applied to the other applicable classes to similarly encourage equipment reliability and the avoidance of daily-as-used charges.
9. There should be a reasonable balance between fixed and variable charges. As an example, with lower fixed costs, higher variable costs may be justified. Conversely, with the higher fixed costs in Ameren's proposed tariff, variable costs should only apply to summer on-peak periods.
10. The highest block rate of the applicable tariff should apply to on-peak backup energy usage when actual usage exceeds the supplementary contract capacity. For LGS and SPS, the declining block rate structure provides the means of addressing time-of-day usage by virtue of allocating all on-peak usage to the highest cost block. For non-declining block rate structure, as for LPS, applying an appropriate multiplier would create a disincentive for on-peak usage.
11. To our knowledge, LGS billing examples have not been analyzed by the Company. It's logical to conclude that these customers are negatively impacted by the higher rates embedded within that class. We believe the Company should develop an average load profile for this class, as they did for the other classes, and provide billing examples necessary to analyze tariff impact.

The Missouri Division of Energy will support the Company's Standby Service Rider when these substantive issues have been resolved. We believe the task is eminently feasible, with tariffs, best practices, and technical experience from other states to draw upon.

APPLYING TO MISSOURI SERVICE AREA

RIDER SSR

STANDBY SERVICE RIDER

APPLICABILITY

Applicable to each customer not currently served by Rider E, at a single premises with behind the meter on-site parallel distributed generation and/or storage system(s) with a capacity over 100 kilowatts (kW), as a modification to standard electric service supplied under either the tariffed rate schedules of Large General Service 3(M), Small Primary Service 4(M), or Large Primary Service 11(M). Customers with emergency backup, solar or wind generation that is not integrated with a storage system are excluded from this Rider.

DEFINITIONS

DISTRIBUTED GENERATION AND/OR STORAGE - Customer's private on-site generation and/or storage that:

- 1. is located behind the meter on the customer's premises,
2. has a rated capacity of 100 kW or more,
3. operates in parallel with the Company's system, and
4. adheres to applicable interconnection agreement entered into with the Company.

SUPPLEMENTAL SERVICE - Electric service provided by the Company to customer to supplement normal operation of the customer's on-site parallel distributed generation and/or storage in order to meet the customer's full service requirements.

STANDBY SERVICE - Service supplied to the premises by the Company in the event of the customer exceeding its Supplemental Contract Capacity. Standby Service may be needed on either a scheduled or unscheduled basis. Standby Service comprises capacity and associated energy during the time it is used.

- 1. BACKUP SERVICE - Unscheduled Standby Service.
2. MAINTENANCE SERVICE - Scheduled Standby Service.

BACK-UP SERVICE - The portion of Standby Contract Capacity and associated energy used without advance permission from the Company. The customer must notify the Company within thirty (30) minutes of taking Back-up Service for amounts over five (5) megawatts (MW). For Back-up Service billed, the customer shall be charged the daily standby demand charge for back-up service and back-up energy charges associated with Standby Service. The rates for these charges as well as the monthly fixed charges are stated in this Rider. Back-up Service charges will be shown and calculated separately on the customer bill.

MAINTENANCE SERVICE - The portion of Standby Contract Capacity used with advance permission from the Company. The customer must schedule Maintenance Service with the Company not less than six (6) days prior to its use. Unless otherwise agreed to by the Company, Maintenance Service shall be limited to not more than six (6) occurrences and not more than sixty (60) total and partial days during twelve (12) consecutive billing periods (based on billing dates). Maintenance Service may be available during all months and shall not be greater than the seasonal Standby Contract Capacity. The scheduling of Maintenance Service may be restricted by the Company during times associated with system peaking conditions or other times as necessary. For Maintenance Service billed, the customer shall be charged the daily standby demand charge for maintenance service associated with Standby Service Demand.

RIDER SSR

STANDBY SERVICE RIDER (Cont'd.)

DEFINITIONS (Cont'd.)

MAINTENANCE SERVICE (Cont'd.) - The rates for these daily demand charges as well as the monthly fixed charges are stated in this Rider. Energy charges for Maintenance Service associated with the Standby Service will be billed as standard energy charges per the applicable tariffed rate schedule. Maintenance Service charges will be shown and calculated separately on the customer bill.

SUPPLEMENTAL CONTRACT CAPACITY - The customer must designate and contract by season the maximum amount of demand, in kW, taken at the premises through the billing meter that may be billed on the applicable standard tariffed rate and shall be mutually agreeable to customer and Company. The Supplemental Contract Capacity shall insofar as possible estimate ninety percent (90%) of the historic or probable loads of the facility as adjusted for customer generation.

STANDBY CONTRACT CAPACITY - The higher of:

1. The number of kilowatts mutually agreed upon by Company with customer as representing the customer's maximum service requirements under all conditions of use less Supplemental Contract Capacity, and such demand shall be specified in customer's Electric Service Agreement. Such amount shall be seasonally designated and shall not exceed the nameplate rating(s) of the customer's own generation. The amount of Standby Contract Capacity will generally consider the seasonal (summer or winter billing periods) capacity ratings and use of the generator(s), or may be selected based on a Company approved load shedding plan.
2. The maximum demand established by customer in use of Company's service less the product of Supplemental Contract Capacity and 110%.

Fixed monthly charges for generation and transmission access and facilities shall be levied upon a capacity not to exceed the nameplate rating(s) of the customer's generating unit(s).

SUPPLEMENTAL DEMAND - The lesser of:

1. Supplemental Contract Capacity or
2. The Total Billing Demand in this Rider.

STANDBY SERVICE DEMAND - The Total Billing Demand as determined in this Rider in excess of the Supplemental Contract Capacity.

TOTAL BILLING DEMAND - Total Billing Demand for purposes of this Rider shall be the maximum 15 minute demand established during peak hours or 50% of the maximum 15 minute demand established during off-peak hours, whichever is greater, but in no event less than 100 kW for Large General Service or Small Primary Service, nor less than 5,000 kW for Large Primary Service.

Peak and off-peak hours are defined as follows:

Peak hours: 10:00 A.M. to 10:00 P.M.,
Monday through Friday

Off-peak hours: All other hours including the entire 24 hours of the tariffed holidays as defined in the base tariff. All times stated above apply to the local effective time.

Issued pursuant to the Order of the Mo.P.S.C. in Case No. ER-2016-0179.

DATE OF ISSUE March 8, 2017 DATE EFFECTIVE April 1, 2017

ISSUED BY Michael Moehn President St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS

RIDER SSR
STANDBY SERVICE RIDER (Cont'd.)

GENERAL PROVISIONS

The contract term shall be one (1) year, automatically renewable, unless usage, plant modifications or additional generation requires a change to Supplemental Contract Capacity or Standby Contract Capacity.

The Company will install and maintain the necessary suitable meters for measurement of service rendered hereunder. The Company may inspect generation logs or other evidence that the customer's generator is being used in accordance with the provisions this Rider.

Power production equipment at the customer site shall not commence parallel operation until after inspection by the Company and a written interconnection agreement is executed. The sale of excess energy to the Company may be included in the interconnection or other agreement.

If at any time customer desires to increase demand above the capacity of Company's facilities used in supplying said service due to plant modifications, customer will sign a new agreement for the full capacity of service required and in accordance with applicable rules governing extension of its distribution system.

In addition to the charges in the applicable rate schedule, customers taking service under this Rider will be subject to the applicable Administrative Charge, Generation and Transmission Access Charges, and the Facilities Charge each month contained herein. If customer chooses the Time-Of-Day (TOD) option under the applicable rate schedule such option will apply to this Rider SSR as well.

Those customers choosing to install more than one (1) generating unit on the same premises will have a twenty five percent (25%) discount applied to the monthly Generation and Transmission Access Charges and Facilities Charges applicable to each additional generator on the same premises.

In addition to the above specific rules and regulations, all of Company's General Rules and Regulations shall apply to the supply of service under this Rider.

In the event a customer adds distributed generation and/or storage after investments are made by the Company in accordance with the net revenue test described in the Company's line extension policy, the Company may require reimbursement by the customer. Such reimbursement shall be limited to that investment which was incurred within the previous five years and shall be based upon the change in load requirements on the Company's electric system.

Fuel and Purchased Power Adjustment (Rider FAC). Applicable to all billed kilowatt-hours (kWh) of energy under this Rider.

Energy Efficiency Investment Charge (Rider EEIC) and Energy Efficiency Program Charge. Applicable to all billed kilowatt-hours (kWh) of energy under this Rider excluding kWh of energy supplied to customers that have satisfied the opt-out provisions of Section 393.1075, RSMo.

Issued pursuant to the Order of the Mo.P.S.C. in Case No. ER-2016-0179.

DATE OF ISSUE March 8, 2017 DATE EFFECTIVE April 1, 2017

ISSUED BY Michael Moehn President St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS

RIDER SSR

STANDBY SERVICE RIDER (Cont'd.)

| *STANDBY RATE | | | |
|---|------------------------------|------------------------------|------------------------------|
| | Large General Service | Small Primary Service | Large Primary Service |
| Standby Fixed Charges | | | |
| Administrative Charge | \$187.00/month | \$187.00/month | \$187.00/month |
| Generation and Transmission Access Charge per month per kW of Contracted Standby Demand | \$0.63/kW | \$0.63/kW | \$0.79/kW |
| Facilities Charge per month per kW of Contracted Standby Demand: | | | |
| Summer | \$3.88/kW | \$3.18/kW | \$3.18/kW |
| Winter | \$0.97/kW | \$0.68/kW | \$0.68/kW |
| Daily Standby Demand Rate – Summer | | | |
| Per kW of Daily Standby Service Demand: | | | |
| Back-Up | \$0.04/kW | \$0.04/kW | \$1.05/kW |
| Maintenance | \$0.02/kW | \$0.02/kW | \$0.53/kW |
| Daily Standby Demand Rate - Winter | | | |
| Per kW of Daily Standby Service Demand: | | | |
| Back-Up | \$0.02/kW | \$0.02/kW | \$0.51/kW |
| Maintenance | \$0.01/kW | \$0.01/kW | \$0.25/kW |
| Back-Up Energy Charges – Summer | | | |
| kWh in excess of Supplemental Contract Capacity | | | |
| Energy ⁽¹⁾ | 9.94¢/kWh | 9.61¢/kWh | 3.32¢/kWh |
| On-Peak Energy ⁽²⁾ | 11.11¢/kWh | 10.46¢/kWh | 3.97¢/kWh |
| Off-Peak Energy ⁽²⁾ | 9.27¢/kWh | 9.13¢/kWh | 2.97¢/kWh |
| Back-Up Energy Charges – Winter | | | |
| kWh in excess of Supplemental Contract Capacity | | | |
| Energy ⁽¹⁾ | 6.25¢/kWh | 6.05¢/kWh | 2.95¢/kWh |
| On-Peak Energy ⁽²⁾ | 6.60¢/kWh | 6.37¢/kWh | 3.24¢/kWh |
| Off-Peak Energy ⁽²⁾ | 6.05¢/kWh | 5.88¢/kWh | 2.78¢/kWh |
| High Voltage Facilities Charge Discount | | | |
| Facilities Charge Credit per month per kW of Contracted Standby Demand | | | |
| @ 34.5 or 69kV | N/A | \$1.23/kW | \$1.23/kW |
| @ 115kV or higher | N/A | \$1.46/kW | \$1.46/kW |

(1) Applicable to customers not on TOD rates.

(2) Applicable to customers on TOD rates for its non-back-up energy charges.

* Indicates Change.

DATE OF ISSUE July 16, 2018

DATE EFFECTIVE August 1, 2018

ISSUED BY Michael Moehn
NAME OF OFFICER

President
TITLE

St. Louis, Missouri
ADDRESS

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

In the Matter of Kansas City Power & Light)
Company’s Request for Authority to Implement)
A General Rate Increase for Electric Service)
Case No. ER-2018-0145

In the Matter of KCP&L Greater Missouri)
Operations Company’s Request for Authorization to)
Implement A General Rate Increase for Electric)
Service)
Case No. ER-2018-0146

**NON-UNANIMOUS PARTIAL STIPULATION AND AGREEMENT
CONCERNING RATE DESIGN ISSUES**

COME NOW Kansas City Power & Light Company (“KCP&L”), KCP&L Greater Missouri Operations Company (“GMO”) (collectively the “Company”), the Staff of the Missouri Public Service Commission (“Staff”), the Office of the Public Counsel (“OPC”), Advanced Energy Management Alliance (“AEMA”), Missouri Division of Energy (“DE”), Missouri Joint Municipal Electric Utility Commission (“MJMEUC”), and Renew Missouri Advocates (“Renew MO”) (collectively, “Signatories”) by and through their respective counsel, and for their Non-Unanimous Partial Stipulation and Agreement concerning rate design issues (“Rate Design Stipulation”), respectfully state as follows to the Missouri Public Service Commission (“Commission”):

AGREEMENTS

1. SETTLEMENT OF SPECIFIC ISSUES

This settlement resolves the following issues on the September 18, 2018 Corrected List of Issues filed in this case: Load Research (II); the following issues in Rate Design/Class Cost of Service (III) (Time of Use Residential Rate Design); Tariffs (IV); Riders (V); Indiana Model (VI); Third Party Charging Stations (VII); and Distributed Energy (VIII). As such, the parties do not believe that it is necessary to hear these issues as beginning on September 24, 2018.

- How long will the community solar be in service?
 - What panels, inverters and racking systems are being used in the array?
 - How do I enroll?
- k. The Signatories agree that the specimen Solar Subscription Rider tariffs, attached as Exhibit C, should be approved by the Commission.

12. **STANDBY SERVICE RIDER (“SSR”)**

- a. The Signatories agree that the SSR should include SGS Class with a minimum of 50 kW generation capacity, should exclude net metered customers, should have no minimum supplemental contract capacity, and should have no fixed charge other than administrative charge.
- b. The Signatories agree that the SSR should apply facility charge assessed against supplemental contract capacity.
- c. The Signatories agree that the SSR should be applicable to battery storage.
- d. The Signatories agree that the scheduling of maintenance service may be restricted by the Company. The Company shall receive and consider requests for maintenance service during all months and make reasonable accommodation of such requests (factors – e.g., size of generator, time, duration, load forecast). The Signatories agree that maintenance service may be available during all months and shall not be greater than the seasonal standby contract capacity.
- e. The Signatories agree that supplemental contract capacity will be calculated as 90% of probable load adjusted for customer generation, i.e.,

$$= \text{(Seasonal Peak x .9) – Standby Contract Capacity}$$

- f. The Signatories agree that the SSR's on- and off-peak hours are consistent with hours in LPS-1 rate class.
- g. The Company agrees to inform DE of new CHP customers.
- h. The Signatories agree that the specimen Standby Service Rider tariffs, attached as Exhibit D, should be approved by the Commission.

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Respectfully submitted,

/s/ Nicole Mers

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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record this 25th day of September, 2018.

Roger W. Steiner

Roger W. Steiner

KANSAS CITY POWER AND LIGHT COMPANY

P.S.C. MO. No. 7

Second

Revised Sheet No. 28

Canceling P.S.C. MO. No. 7

First

Revised Sheet No. 28

For Missouri Retail Service Area

STANDBY SERVICE RIDER
Schedule SSR

APPLICABILITY

Applicable to each customer with behind the meter on-site parallel distributed generation and/or storage system(s) with a capacity over 100 kilowatts (kW), as a modification to standard electric service supplied under either the tariffed rate schedules of Medium General Service (MGS), Large General Service (LGS), or Large Power Service (LPS).
Applicable to Small General Service (SGS) customers with a rated capacity of 50 kilowatts (kW) or more who do not have a net metering interconnection agreement in place. SGS customers are not subject to minimum supplemental contract capacity requirements or fixed reservation or access charges for standby service other than the administrative charge. Customers with emergency backup, solar or wind generation that is not integrated with a storage system are exempt from this Rider.

DEFINITIONS

DISTRIBUTED GENERATION AND/OR STORAGE - Customer's private on-site generation and/or storage that:

1. is located behind the meter on the customer's premises,
2. has a rated capacity of 50 kW or more applicable to SGS customers, or 100 kW or more applicable to MGS, LGS and LPS customers.
3. operates in parallel with the Company's system, and
4. adheres to applicable interconnection agreement entered into with the Company.

SUPPLEMENTAL SERVICE - Electric service provided by the Company to customer to supplement normal operation of the customer's on-site parallel distributed generation and/or storage in order to meet the customer's full-service requirements.

STANDBY SERVICE - Service supplied to the premises by the Company in the event of the customer exceeding its Supplemental Contract Capacity. Standby Service may be needed on either a scheduled or unscheduled basis. Standby Service comprises capacity and associated energy during the time it is used.

BACKUP SERVICE - Unscheduled Standby Service.

MAINTENANCE SERVICE - Scheduled Standby Service.

BACK-UP SERVICE - The portion of Standby Contract Capacity and associated energy used without advance permission from the Company. The customer must notify the Company within thirty (30) minutes of taking Back-up Service for amounts over five (5) megawatts (MW). For Back-up Service billed, the customer shall be charged the daily standby demand charge for back-up service and back-up energy charges associated with Standby Service. The rates for these charges as well as the monthly fixed charges are stated in this Rider. Back-up Service Charges will be shown and calculated separately on the customer bill.

MAINTENANCE SERVICE - The portion of Standby Contract Capacity used with advance permission from the Company. The customer must schedule Maintenance Service with the Company not less than six (6) days prior to its use. Maintenance Service may be available during all months and shall not be greater than the seasonal Standby Contract Capacity. The scheduling of Maintenance Service may be restricted by the Company during times associated with system peaking conditions or other times as necessary. For Maintenance Service billed, the customer shall be charged the daily standby demand charge for maintenance service associated with Standby Service Demand. The rates for these daily demand charges as well as the monthly fixed charges are stated in this Rider. Energy charges for Maintenance Service associated with the Standby Service will be billed as standard energy charges per the applicable tariffed rate schedule. Maintenance Service charges will be shown and calculated separately on the customer bill.

KANSAS CITY POWER AND LIGHT COMPANY

P.S.C. MO. No. 7

Second

Revised Sheet No. 28A

Canceling P.S.C. MO. No. 7

First

Revised Sheet No. 28A

For Missouri Retail Service Area

STANDBY SERVICE RIDER
Schedule SSR

DEFINITIONS (continued)

SUPPLEMENTAL CONTRACT CAPACITY - The customer must designate and contract by season the maximum amount of demand, in kW, taken at the premises through the billing meter that may be billed on the applicable standard tariffed rate and shall be mutually agreeable to customer and Company. The Supplemental Contract Capacity shall insofar as possible estimate ninety percent (90%) of the historic or probable loads of the facility as adjusted for customer generation.

STANDBY CONTRACT CAPACITY - The higher of:

1. The number of kilowatts mutually agreed upon by Company with customer as representing the customer's maximum service requirements under all conditions of use less Supplemental Contract Capacity, and such demand shall be specified in customer's Electric Service Agreement. Such amount shall be seasonally designated and shall not exceed the nameplate rating(s) of the customer's own generation. The amount of Standby Contract Capacity will generally consider the seasonal (summer or winter billing periods) capacity ratings and use of the generator(s), or may be selected based on a Company approved load shedding plan.
2. The maximum demand established by customer in use of Company's service less the product of Supplemental Contract Capacity and 110%.

Fixed monthly charges for generation and transmission access and facilities shall be levied upon a capacity not to exceed the nameplate rating(s) of the customer's generating unit(s).

SUPPLEMENTAL DEMAND - The lesser of:

1. Supplemental Contract Capacity or
2. The Total Billing Demand in this Rider.

STANDBY SERVICE DEMAND - The Total Billing Demand as determined in this Rider in excess of the Supplemental Contract Capacity.

TOTAL BILLING DEMAND - Total Billing Demand for purposes of this Rider shall be the maximum 30-minute demand established during peak hours or 50% of the maximum 30 minute demand established during off-peak hours, whichever is greater, but in no event less than 25 kW for Medium General Service, 200 kW for Large General Service, nor less than 1,000 kW for Large Power Service.

FACILITIES CHARGE FOR SUPPLEMENTAL SERVICE – The monthly facilities charge for supplemental service shall equal the facilities charge of the tariffed rate schedule multiplied by the Supplemental Contract Capacity.

OFF-PEAK PERIOD - Off-Peak Hours shall be as defined in Rider LPS-1.

ON-PEAK PERIOD - On-Peak Hours are all hours other than Off-Peak Hours.

KANSAS CITY POWER AND LIGHT COMPANY

P.S.C. MO. No. 7

Ninth

Revised Sheet No. 28B

Canceling P.S.C. MO. No. 7

Eighth

Revised Sheet No. 28B

For Missouri Retail Service Area

STANDBY SERVICE RIDER
Schedule SSR

GENERAL PROVISIONS

The contract term shall be one (1) year, automatically renewable, unless usage, plant modifications or additional generation requires a change to Supplemental Contract Capacity or Standby Contract Capacity.

The Company will install and maintain the necessary suitable meters for measurement of service rendered hereunder. The Company may inspect generation logs or other evidence that the customer's generator is being used in accordance with the provisions this Rider.

Power production equipment at the customer site shall not commence parallel operation until after inspection by the Company and a written interconnection agreement is executed. The sale of excess energy to the Company may be included in the interconnection or other agreement.

If at any time customer desires to increase demand above the capacity of Company's facilities used in supplying said service due to plant modifications, customer will sign a new agreement for the full capacity of service required and in accordance with applicable rules governing extension of its distribution system.

Those customers choosing to install more than one (1) generating unit on the same premises will have a seventy five percent (75%) discount applied to the monthly Generation and Transmission Access Charges and Facilities Charges applicable to each additional generator on the same premises.

In addition to the above specific rules and regulations, all of Company's General Rules and Regulations shall apply to the supply of service under this Rider.

KANSAS CITY POWER AND LIGHT COMPANY

P.S.C. MO. No. 7 First Revised Sheet No. 28C

Canceling P.S.C. MO. No. 7 Revised Sheet No. 28C

For Missouri Retail Service Area

| |
|---|
| <p>STANDBY SERVICE RIDER Schedule SSR</p> |
|---|

RATE

| | SGS Primary Voltage | SGS Secondary Voltage |
|--|------------------------|--------------------------|
| Standby Fixed Charges | | |
| Administrative Charge | \$110.00 | \$110.00 |
| Facilities Charge per month per kW of Contracted Standby Capacity | | |
| Summer | \$0.000 | \$0.000 |
| Winter | \$0.000 | \$0.000 |
| Generation and Transmission Access Charge per month per kW of Contracted Standby Capacity | \$0.000 | \$0.000 |
| Daily Standby Demand Rate - Summer | | |
| Back-Up | \$0.202 | \$0.207 |
| Maintenance | \$0.101 | \$0.103 |
| Daily Standby Demand Rate - Winter | | |
| Back-Up | \$0.202 | \$0.207 |
| Maintenance | \$0.101 | \$0.103 |
| Back-Up Energy Charges - Summer | | |
| kWh in excess of Supplemental Contract Capacity | \$0.16804 | \$0.17197 |
| Back-Up Energy Charges - Winter | | |
| kWh in excess of Supplemental Contract Capacity | \$0.13058 | \$0.13361 |

KANSAS CITY POWER AND LIGHT COMPANY

P.S.C. MO. No. 7 Third Revised Sheet No. 28D

Canceling P.S.C. MO. No. 7 Second Revised Sheet No. 28D

For Missouri Retail Service Area

**STANDBY SERVICE RIDER
Schedule SSR**

RATE (Continued)

| | MGS Secondary Voltage | MGS Primary Voltage | LGS Secondary Voltage | LGS Primary Voltage |
|---|--------------------------------------|------------------------------------|--------------------------------------|------------------------------------|
| Standby Fixed Charges | | | | |
| Administrative Charge | \$110 | \$110 | \$130 | \$130 |
| G & T Access Charge per month per kW of Contracted Standby Demand | \$0.530 | \$0.518 | \$0.858 | \$0.838 |
| Facilities Charge (per month per kW of Contracted Standby Demand) | | | | |
| Summer | \$0.530 | \$0.518 | \$0.858 | \$0.838 |
| Winter | \$0.270 | \$0.263 | \$0.462 | \$0.451 |
| Daily Standby Demand Rate - Summer (Per kW of Standby Service Demand) | | | | |
| Maintenance | \$0.214 | \$0.193 | \$0.286 | \$0.263 |
| Back-Up | \$0.428 | \$0.386 | \$0.572 | \$0.525 |
| Daily Standby Demand Rate - Winter (Per kW of Standby Service Demand) | | | | |
| Maintenance | \$0.171 | \$0.151 | \$0.222 | \$0.200 |
| Back-Up | \$0.342 | \$0.302 | \$0.444 | \$0.400 |
| Back-Up Energy Charges - Summer (kWh in excess of Supplemental Contract Capacity) | | | | |
| | \$0.11090 | \$0.10825 | \$0.10077 | \$0.09851 |
| Back-Up Energy Charges - Winter (kWh in excess of Supplemental Contract Capacity) | | | | |
| | \$0.09584 | \$0.09358 | \$0.09259 | \$0.09048 |

KANSAS CITY POWER AND LIGHT COMPANY

P.S.C. MO. No. 7

Original Sheet No. 28E

Canceling P.S.C. MO. No. 7

Sheet No. 28E

For Missouri Retail Service Area

| |
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| <p>STANDBY SERVICE RIDER Schedule SSR</p> |
|--|

RATE (Continued)

| | LPS Secondary Voltage | LPS Primary Voltage | LPS Substation Voltage | LPS Transmission Voltage |
|---|-----------------------------|---------------------------|------------------------------|--------------------------------|
| Standby Fixed Charges | | | | |
| Administrative Charge | \$430 | \$430 | \$430 | \$430 |
| G & T Access Charge per month per kW of Contracted Standby Demand | \$0.922 | \$0.901 | \$0.890 | \$0.882 |
| Facilities Charge (per month per kW of Contracted Standby Demand) | | | | |
| Summer | \$0.922 | \$0.901 | \$0.890 | \$0.882 |
| Winter | \$0.679 | \$0.664 | \$0.656 | \$0.650 |
| Daily Standby Demand Rate - Summer (Per kW of Standby Service Demand) | | | | |
| Maintenance | \$0.314 | \$0.288 | \$0.210 | \$0.176 |
| Back-Up | \$0.628 | \$0.575 | \$0.421 | \$0.353 |
| Daily Standby Demand Rate - Winter (Per kW of Standby Service Demand) | | | | |
| Maintenance | \$0.288 | \$0.262 | \$0.185 | \$0.152 |
| Back-Up | \$0.576 | \$0.524 | \$0.371 | \$0.303 |
| Back-Up Energy Charges - Summer (kWh in excess of Supplemental Contract Capacity) | | | | |
| | \$0.09442 | \$0.09226 | \$0.09118 | \$0.09037 |
| Back-Up Energy Charges - Winter (kWh in excess of Supplemental Contract Capacity) | | | | |
| | \$0.08004 | \$0.07821 | \$0.07731 | \$0.07660 |

KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1 2nd Revised Sheet No. 128
Canceling P.S.C. MO. No. 1 1st Revised Sheet No. 128

For Missouri Retail Service Area

STANDBY SERVICE RIDER
Schedule SSR

APPLICABILITY

Applicable to each customer with behind the meter on-site parallel distributed generation and/or storage system(s) with a capacity over 100 kilowatts (kW), as a modification to standard electric service supplied under either the tariffed rate schedules of Large General Service (LGS), or Large Power Service (LPS).

Applicable to Small General Service (SGS) customers with a rated capacity of 50 kilowatts (kW) or more who do not have a net metering interconnection agreement in place. SGS customers are not subject to minimum supplemental contract capacity requirements or fixed reservation or access charges for standby service other than the administrative charge.

Customers with emergency backup, solar or wind generation that is not integrated with a storage system are exempt from this Rider.

DEFINITIONS

DISTRIBUTED GENERATION AND/OR STORAGE - Customer's private on-site generation and/or storage that:

1. is located behind the meter on the customer's premises,
2. has a rated capacity of 50 kW or more applicable to SGS customers, or 100 kW or more applicable to MGS, LGS and LPS customers.
3. operates in parallel with the Company's system, and
4. adheres to applicable interconnection agreement entered into with the Company.

SUPPLEMENTAL SERVICE - Electric service provided by the Company to customer to supplement normal operation of the customer's on-site parallel distributed generation and/or storage in order to meet the customer's full-service requirements.

STANDBY SERVICE - Service supplied to the premises by the Company in the event of the customer exceeding its Supplemental Contract Capacity. Standby Service may be needed on either a scheduled or unscheduled basis. Standby Service comprises capacity and associated energy during the time it is used.

BACKUP SERVICE - Unscheduled Standby Service.

MAINTENANCE SERVICE - Scheduled Standby Service.

BACK-UP SERVICE - The portion of Standby Contract Capacity and associated energy used without advance permission from the Company. The customer must notify the Company within thirty (30) minutes of taking Back-up Service for amounts over five (5) megawatts (MW). For Back-up Service billed, the customer shall be charged the daily standby demand charge for back-up service and back-up energy charges associated with Standby Service. The rates for these charges as well as the monthly fixed charges are stated in this Rider. Back-up Service Charges will be shown and calculated separately on the customer bill.

MAINTENANCE SERVICE - The portion of Standby Contract Capacity used with advance permission from the Company. The customer must schedule Maintenance Service with the Company not less than six (6) days prior to its use. Maintenance Service may be available during all months and shall not be greater than the seasonal Standby Contract Capacity. The scheduling of Maintenance Service may be restricted by the Company during times associated with system peaking conditions or other times as necessary. For Maintenance Service billed, the customer shall be charged the daily standby demand charge for maintenance service associated with Standby Service Demand. The rates for these daily demand charges as well as the monthly fixed charges are stated in this Rider. Energy charges for Maintenance Service associated with the Standby Service will be billed as standard energy charges per the applicable tariffed rate schedule. Maintenance Service charges will be shown and calculated separately on the customer bill.

KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1

Original Sheet No. 128.1

Canceling P.S.C. MO. No. _____

Revised Sheet No. _____

For Missouri Retail Service Area

STANDBY SERVICE RIDER
Schedule SSR

DEFINITIONS (continued)

SUPPLEMENTAL CONTRACT CAPACITY - The customer must designate and contract by season the maximum amount of demand, in kW, taken at the premises through the billing meter that may be billed on the applicable standard tariffed rate and shall be mutually agreeable to customer and Company. The Supplemental Contract Capacity shall insofar as possible estimate ninety percent (90%) of the historic or probable loads of the facility as adjusted for customer generation.

STANDBY CONTRACT CAPACITY - The higher of:

1. The number of kilowatts mutually agreed upon by Company with customer as representing the customer's maximum service requirements under all conditions of use less Supplemental Contract Capacity, and such demand shall be specified in customer's Electric Service Agreement. Such amount shall be seasonally designated and shall not exceed the nameplate rating(s) of the customer's own generation. The amount of Standby Contract Capacity will generally consider the seasonal (summer or winter billing periods) capacity ratings and use of the generator(s), or may be selected based on a Company approved load shedding plan.
2. The maximum demand established by customer in use of Company's service less the product of Supplemental Contract Capacity and 110%.

Fixed monthly charges for generation and transmission access and facilities shall be levied upon a capacity not to exceed the nameplate rating(s) of the customer's generating unit(s).

SUPPLEMENTAL DEMAND - The lesser of:

1. Supplemental Contract Capacity or
2. The Total Billing Demand in this Rider.

STANDBY SERVICE DEMAND - The Total Billing Demand as determined in this Rider in excess of the Supplemental Contract Capacity.

TOTAL BILLING DEMAND - Total Billing Demand for purposes of this Rider shall be the maximum 30-minute demand established during peak hours or 50% of the maximum 30 minute demand established during off-peak hours, whichever is greater, but in no event less than 25 kW for Medium General Service, 200 kW for Large General Service, nor less than 1,000 kW for Large Power Service.

FACILITIES CHARGE FOR SUPPLEMENTAL SERVICE – The monthly facilities charge for supplemental service shall equal the facilities charge of the tariffed rate schedule multiplied by the Supplemental Contract Capacity.

OFF-PEAK PERIOD - Off-Peak Hours shall be as defined in Rider LPS-1.

ON-PEAK PERIOD - On-Peak Hours are all hours other than Off-Peak Hours.

KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1 Original Sheet No. 128.2
Canceling P.S.C. MO. No. _____ Revised Sheet No. _____
For Missouri Retail Service Area

STANDBY SERVICE RIDER
Schedule SSR

GENERAL PROVISIONS

The contract term shall be one (1) year, automatically renewable, unless usage, plant modifications or additional generation requires a change to Supplemental Contract Capacity or Standby Contract Capacity.

The Company will install and maintain the necessary suitable meters for measurement of service rendered hereunder. The Company may inspect generation logs or other evidence that the customer's generator is being used in accordance with the provisions this Rider.

Power production equipment at the customer site shall not commence parallel operation until after inspection by the Company and a written interconnection agreement is executed. The sale of excess energy to the Company may be included in the interconnection or other agreement.

If at any time customer desires to increase demand above the capacity of Company's facilities used in supplying said service due to plant modifications, customer will sign a new agreement for the full capacity of service required and in accordance with applicable rules governing extension of its distribution system.

Those customers choosing to install more than one (1) generating unit on the same premises will have a seventy five percent (75%) discount applied to the monthly Generation and Transmission Access Charges and Facilities Charges applicable to each additional generator on the same premises.

In addition to the above specific rules and regulations, all of Company's General Rules and Regulations shall apply to the supply of service under this Rider.

KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1

Original Sheet No. 128.3

Canceling P.S.C. MO. No. _____

Revised Sheet No. _____

For Missouri Retail Service Area

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| <p>STANDBY SERVICE RIDER Schedule SSR</p> |
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RATE

| | SGS Secondary Voltage | SGS Primary Voltage | LGS Secondary Voltage | LGS Primary Voltage |
|--|-----------------------------|---------------------------|-----------------------------|---------------------------|
| Standby Fixed Charges | | | | |
| Administrative Charge | \$110.00 | \$110.00 | \$130.00 | \$130.00 |
| Facilities Charge per month per kW of Contracted Standby Capacity | | | | |
| Summer | \$0.161 | \$0.156 | \$0.111 | \$0.107 |
| Winter | \$0.157 | \$0.152 | \$0.075 | \$0.072 |
| Generation and Transmission Access Charge per month per kW of Contracted Standby Capacity | \$0.161 | \$0.156 | \$0.111 | \$0.107 |
| Daily Standby Demand Rate - Summer | | | | |
| Back-Up | \$0.162 | \$0.160 | \$0.193 | \$0.139 |
| Maintenance | \$0.081 | \$0.080 | \$0.097 | \$0.070 |
| Daily Standby Demand Rate - Winter | | | | |
| Back-Up | \$0.171 | \$0.169 | \$0.184 | \$0.130 |
| Maintenance | \$0.086 | \$0.084 | \$0.092 | \$0.065 |
| Back-Up Energy Charges - Summer | | | | |
| kWh in excess of Supplemental Contract Capacity | \$0.09952 | \$0.09337 | \$0.09174 | \$0.08897 |
| Back-Up Energy Charges - Winter | | | | |
| kWh in excess of Supplemental Contract Capacity | \$0.07228 | \$0.07100 | \$0.06990 | \$0.06736 |

KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1 Original Sheet No. 128.4
 Canceling P.S.C. MO. No. _____ Revised Sheet No. _____
 For Missouri Retail Service Area

| |
|---------------------------------------|
| STANDBY SERVICE RIDER Schedule SSR |
|---------------------------------------|

RATE (Continued)

| | LPS Secondary Voltage | LPS Primary Voltage | LPS Substation Voltage | LPS Transmission Voltage |
|--|-----------------------------|------------------------|------------------------------|--------------------------------|
| Standby Fixed Charges | | | | |
| Administrative Charge | \$430.00 | \$430.00 | \$430.00 | \$430.00 |
| Facilities Charge per month per kW of Contracted Standby Capacity | | | | |
| Summer | \$1.332 | \$1.292 | \$1.264 | \$1.255 |
| Winter | \$0.693 | \$0.673 | \$0.658 | \$0.654 |
| Generation and Transmission Access Charge per month per kW of Contracted Standby Capacity | \$1.332 | \$1.292 | \$1.264 | \$1.255 |
| Daily Standby Demand Rate - Summer | | | | |
| Back-Up | \$0.745 | \$0.702 | \$0.506 | \$0.502 |
| Maintenance | \$0.372 | \$0.351 | \$0.253 | \$0.251 |
| Daily Standby Demand Rate - Winter | | | | |
| Back-Up | \$0.536 | \$0.499 | \$0.307 | \$0.305 |
| Maintenance | \$0.268 | \$0.250 | \$0.154 | \$0.153 |
| Back-Up Energy Charges - Summer | | | | |
| kWh in excess of Supplemental Contract Capacity | \$0.05678 | \$0.05505 | \$0.05353 | \$0.05458 |
| Back-Up Energy Charges - Winter | | | | |
| kWh in excess of Supplemental Contract Capacity | \$0.05300 | \$0.05142 | \$0.05058 | \$0.04929 |

KANSAS CITY POWER AND LIGHT COMPANY

P.S.C. MO. No. 7

Second

Revised Sheet No. 28C

Canceling P.S.C. MO. No. 7

First

Revised Sheet No. 28C

For Missouri Retail Service Area

| |
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| <p>STANDBY SERVICE RIDER Schedule SSR</p> |
|--|

RATES:

| | | SGS <u>Secondary Voltage</u> | SGS <u>Primary Voltage</u> |
|----|--|---|---|
| 1. | STANDBY FIXED CHARGES | | |
| | A. Administrative Charge | \$110.00 | \$110.00 |
| | B. Facilities Charge (per month per KW of Contracted Standby Capacity) | | |
| | a) Summer | \$0.000 | \$0.000 |
| | b) Winter | \$0.000 | \$0.000 |
| | C. Generation and Transmission Access Charge (per month per KW of Contracted Standby Capacity) | \$0.000 | \$0.000 |
| 2. | DAILY STANDBY DEMAND RATE – SUMMER | | |
| | A. Back-Up (per KW) | \$0.195 | \$0.191 |
| | B. Maintenance (per KW) | \$0.098 | \$0.095 |
| 3. | DAILY STANDBY DEMAND RATE – WINTER | | |
| | A. Back-Up (per KW) | \$0.195 | \$0.191 |
| | B. Maintenance (per KW) | \$0.098 | \$0.095 |
| 4. | BACK-UP ENERGY CHARGES – SUMMER | | |
| | A. Per kWh in excess of Supplemental Contract Capacity | \$0.16225 | \$0.15855 |
| 5. | BACK-UP ENERGY CHARGES - WINTER | | |
| | A. Per kWh in excess of Supplemental Contract Capacity | \$0.12607 | \$0.12320 |

Issued:
Issued by: Darrin R. Ives, Vice President

Effective:
1200 Main, Kansas City, MO 64105

KANSAS CITY POWER AND LIGHT COMPANY

P.S.C. MO. No. 7

Fourth

Revised Sheet No. 28D

Canceling P.S.C. MO. No. 7

Third

Revised Sheet No. 28D

For Missouri Retail Service Area

| |
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| <p>STANDBY SERVICE RIDER Schedule SSR</p> |
|--|

RATES: (Continued)

| | | MGS <u>Secondary Voltage</u> | MGS <u>Primary Voltage</u> |
|----|--|---|---|
| 1. | STANDBY FIXED CHARGES | | |
| | A. Administrative Charge | \$110.00 | \$110.00 |
| | B. Facilities Charge (per month per KW of Contracted Standby Capacity) | | |
| | a) Summer | \$0.513 | \$0.501 |
| | b) Winter | \$0.261 | \$0.255 |
| | C. Generation and Transmission Access Charge (per month per KW of Contracted Standby Capacity) | \$0.513 | \$0.501 |
| 2. | DAILY STANDBY DEMAND RATE – SUMMER | | |
| | A. Back-Up (per KW) | \$0.414 | \$0.374 |
| | B. Maintenance (per KW) | \$0.207 | \$0.187 |
| 3. | DAILY STANDBY DEMAND RATE – WINTER | | |
| | A. Back-Up (per KW) | \$0.297 | \$0.259 |
| | B. Maintenance (per KW) | \$0.148 | \$0.129 |
| 4. | BACK-UP ENERGY CHARGES – SUMMER | | |
| | A. Per kWh in excess of Supplemental Contract Capacity | \$0.10721 | \$0.10465 |
| 5. | BACK-UP ENERGY CHARGES - WINTER | | |
| | A. Per kWh in excess of Supplemental Contract Capacity | \$0.09264 | \$0.09046 |

Issued:
Issued by: Darrin R. Ives, Vice President

Effective:
1200 Main, Kansas City, MO 64105

KANSAS CITY POWER AND LIGHT COMPANY

P.S.C. MO. No. 7 First Revised Sheet No. 28E
 Canceling P.S.C. MO. No. 7 Original Sheet No. 28E
 For Missouri Retail Service Area

STANDBY SERVICE RIDER
 Schedule SSR

RATES: (Continued)

| | | LGS Secondary Voltage | LGS Primary Voltage |
|----|--|----------------------------------|--------------------------------|
| 1. | STANDBY FIXED CHARGES | | |
| | A. Administrative Charge | \$130.00 | \$130.00 |
| | B. Facilities Charge (per month per KW of Contracted Standby Capacity) | | |
| | a) Summer | \$0.849 | \$0.829 |
| | b) Winter | \$0.457 | \$0.446 |
| | C. Generation and Transmission Access Charge (per month per KW of Contracted Standby Capacity) | \$0.849 | \$0.829 |
| 2. | DAILY STANDBY DEMAND RATE – SUMMER | | |
| | A. Back-Up (per KW) | \$0.566 | \$0.520 |
| | B. Maintenance (per KW) | \$0.283 | \$0.260 |
| 3. | DAILY STANDBY DEMAND RATE – WINTER | | |
| | A. Back-Up (per KW) | \$0.383 | \$0.341 |
| | B. Maintenance (per KW) | \$0.192 | \$0.170 |
| 4. | BACK-UP ENERGY CHARGES – SUMMER | | |
| | A. Per kWh in excess of Supplemental Contract Capacity | \$0.09569 | \$0.09355 |
| 5. | BACK-UP ENERGY CHARGES - WINTER | | |
| | A. Per kWh in excess of Supplemental Contract Capacity | \$0.08793 | \$0.08592 |

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 Issued by: Darrin R. Ives, Vice President

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KANSAS CITY POWER AND LIGHT COMPANY

P.S.C. MO. No. 7 First Revised Sheet No. 28F
Canceling **P.S.C. MO. No.** 7 Original Sheet No. 28F
For Missouri Retail Service Area

**STANDBY SERVICE RIDER
Schedule SSR**

RATES: (Continued)

| | | <u>LPS</u> | <u>LPS</u> |
|----|--|---------------------------------|-------------------------------|
| | | <u>Secondary Voltage</u> | <u>Primary Voltage</u> |
| 1. | STANDBY FIXED CHARGES | | |
| | A. Administrative Charge | \$430.00 | \$430.00 |
| | B. Facilities Charge (per month per KW of Contracted Standby Capacity) | | |
| | a) Summer | \$0.913 | \$0.892 |
| | b) Winter | \$0.672 | \$0.657 |
| | C. Generation and Transmission Access Charge (per month per KW of Contracted Standby Capacity) | \$0.913 | \$0.892 |
| 2. | DAILY STANDBY DEMAND RATE – SUMMER | | |
| | A. Back-Up (per KW) | \$0.622 | \$0.570 |
| | B. Maintenance (per KW) | \$0.311 | \$0.285 |
| 3. | DAILY STANDBY DEMAND RATE – WINTER | | |
| | A. Back-Up (per KW) | \$0.510 | \$0.460 |
| | B. Maintenance (per KW) | \$0.255 | \$0.230 |
| 4. | BACK-UP ENERGY CHARGES – SUMMER | | |
| | A. Per kWh in excess of Supplemental Contract Capacity | \$0.08949 | \$0.08744 |
| 5. | BACK-UP ENERGY CHARGES - WINTER | | |
| | A. Per kWh in excess of Supplemental Contract Capacity | \$0.07586 | \$0.07412 |

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KANSAS CITY POWER AND LIGHT COMPANY

P.S.C. MO. No. 7 First Revised Sheet No. 28G

Canceling P.S.C. MO. No. 7 Original Sheet No. 28G

For Missouri Retail Service Area

STANDBY SERVICE RIDER
Schedule SSR

RATES: (Continued)

| | | LPS Substation Voltage | LPS Transmission Voltage |
|----|---|---------------------------------------|---|
| 1. | STANDBY FIXED CHARGES | | |
| A. | Administrative Charge | \$430.00 | \$430.00 |
| B. | Facilities Charge (per month per KW of Contracted Standby Capacity) | | |
| a) | Summer | \$0.882 | \$0.874 |
| b) | Winter | \$0.649 | \$0.644 |
| C. | Generation and Transmission Access Charge (per month per KW of Contracted Standby Capacity) | \$0.882 | \$0.874 |
| 2. | DAILY STANDBY DEMAND RATE – SUMMER | | |
| A. | Back-Up (per KW) | \$0.417 | \$0.350 |
| B. | Maintenance (per KW) | \$0.208 | \$0.175 |
| 3. | DAILY STANDBY DEMAND RATE – WINTER | | |
| A. | Back-Up (per KW) | \$0.308 | \$0.242 |
| B. | Maintenance (per KW) | \$0.154 | \$0.121 |
| 4. | BACK-UP ENERGY CHARGES – SUMMER | | |
| A. | Per kWh in excess of Supplemental Contract Capacity | \$0.08642 | \$0.08565 |
| 5. | BACK-UP ENERGY CHARGES - WINTER | | |
| A. | Per kWh in excess of Supplemental Contract Capacity | \$0.07328 | \$0.07259 |

KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1 2nd Revised Sheet No. 128.3
 Canceling P.S.C. MO. No. 1 1st Revised Sheet No. 128.3
 For Missouri Retail Service Area

| |
|---|
| <p>STANDBY SERVICE RIDER Schedule SSR</p> |
|---|

RATES:

| | | SGS | SGS |
|----|--|---------------------------------|-------------------------------|
| | | <u>Secondary Voltage</u> | <u>Primary Voltage</u> |
| 1. | STANDBY FIXED CHARGES | | |
| | A. Administrative Charge | \$110.00 | \$110.00 |
| | B. Facilities Charge (per month per KW of Contracted Standby Capacity) | | |
| | a) Summer | \$0.153 | \$0.149 |
| | b) Winter | \$0.150 | \$0.145 |
| | C. Generation and Transmission Access Charge (per month per KW of Contracted Standby Capacity) | \$0.153 | \$0.149 |
| 2. | DAILY STANDBY DEMAND RATE – SUMMER | | |
| | A. Back-Up (per KW) | \$0.155 | \$0.153 |
| | B. Maintenance (per KW) | \$0.077 | \$0.076 |
| 3. | DAILY STANDBY DEMAND RATE – WINTER | | |
| | A. Back-Up (per KW) | \$0.153 | \$0.151 |
| | B. Maintenance (per KW) | \$0.076 | \$0.076 |
| 4. | BACK-UP ENERGY CHARGES – SUMMER | | |
| | A. Per kWh in excess of Supplemental Contract Capacity | \$0.09494 | \$0.08907 |
| 5. | BACK-UP ENERGY CHARGES - WINTER | | |
| | A. Per kWh in excess of Supplemental Contract Capacity | \$0.06896 | \$0.06773 |

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KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1 2nd Revised Sheet No. 128.4
 Canceling P.S.C. MO. No. 1 1st Revised Sheet No. 128.4
 For Missouri Retail Service Area

| |
|---|
| <p>STANDBY SERVICE RIDER Schedule SSR</p> |
|---|

RATES: (Continued)

| | | LGS | LGS |
|----|---|---------------------------------|-------------------------------|
| | | <u>Secondary Voltage</u> | <u>Primary Voltage</u> |
| 1. | STANDBY FIXED CHARGES | | |
| A. | Administrative Charge | \$130.00 | \$130.00 |
| B. | Facilities Charge (per month per KW of Contracted Standby Capacity) | | |
| a) | Summer | \$0.109 | \$0.106 |
| b) | Winter | \$0.074 | \$0.072 |
| C. | Generation and Transmission Access Charge (per month per KW of Contracted Standby Capacity) | \$0.109 | \$0.106 |
| 2. | DAILY STANDBY DEMAND RATE – SUMMER | | |
| A. | Back-Up (per KW) | \$0.191 | \$0.138 |
| B. | Maintenance (per KW) | \$0.096 | \$0.069 |
| 3. | DAILY STANDBY DEMAND RATE – WINTER | | |
| A. | Back-Up (per KW) | \$0.175 | \$0.122 |
| B. | Maintenance (per KW) | \$0.087 | \$0.061 |
| 4. | BACK-UP ENERGY CHARGES – SUMMER | | |
| A. | Per kWh in excess of Supplemental Contract Capacity | \$0.08736 | \$0.08471 |
| 5. | BACK-UP ENERGY CHARGES - WINTER | | |
| A. | Per kWh in excess of Supplemental Contract Capacity | \$0.06655 | \$0.06414 |

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KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1 2nd Revised Sheet No. 128.5
 Canceling P.S.C. MO. No. 1 1st Revised Sheet No. 128.5
 For Missouri Retail Service Area

| |
|---|
| <p>STANDBY SERVICE RIDER Schedule SSR</p> |
|---|

RATES: (Continued)

| | | LPS | LPS |
|----|--|---------------------------------|-------------------------------|
| | | <u>Secondary Voltage</u> | <u>Primary Voltage</u> |
| 1. | STANDBY FIXED CHARGES | | |
| | A. Administrative Charge | \$430.00 | \$430.00 |
| | B. Facilities Charge (per month per KW of Contracted Standby Capacity) | | |
| | a) Summer | \$1.317 | \$1.278 |
| | b) Winter | \$0.686 | \$0.666 |
| | C. Generation and Transmission Access Charge (per month per KW of Contracted Standby Capacity) | \$1.317 | \$1.278 |
| 2. | DAILY STANDBY DEMAND RATE – SUMMER | | |
| | A. Back-Up (per KW) | \$0.737 | \$0.695 |
| | B. Maintenance (per KW) | \$0.368 | \$0.347 |
| 3. | DAILY STANDBY DEMAND RATE – WINTER | | |
| | A. Back-Up (per KW) | \$0.442 | \$0.409 |
| | B. Maintenance (per KW) | \$0.221 | \$0.204 |
| 4. | BACK-UP ENERGY CHARGES – SUMMER | | |
| | A. Per kWh in excess of Supplemental Contract Capacity | \$0.05359 | \$0.05195 |
| 5. | BACK-UP ENERGY CHARGES - WINTER | | |
| | A. Per kWh in excess of Supplemental Contract Capacity | \$0.05002 | \$0.04852 |

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KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1 2nd Revised Sheet No. 128.6
 Canceling P.S.C. MO. No. 1 1st Revised Sheet No. 128.6
 For Missouri Retail Service Area

| |
|---------------------------------------|
| STANDBY SERVICE RIDER Schedule SSR |
|---------------------------------------|

RATES: (Continued)

| | | <u>LPS Substation Voltage</u> | <u>LPS Transmission Voltage</u> |
|----|--|--|--|
| 1. | STANDBY FIXED CHARGES | | |
| | A. Administrative Charge | \$430.00 | \$430.00 |
| | B. Facilities Charge (per month per KW of Contracted Standby Capacity) | | |
| | a) Summer | \$1.251 | \$1.242 |
| | b) Winter | \$0.651 | \$0.647 |
| | C. Generation and Transmission Access Charge (per month per KW of Contracted Standby Capacity) | \$1.251 | \$1.242 |
| 2. | DAILY STANDBY DEMAND RATE – SUMMER | | |
| | A. Back-Up (per KW) | \$0.500 | \$0.497 |
| | B. Maintenance (per KW) | \$0.250 | \$0.248 |
| 3. | DAILY STANDBY DEMAND RATE – WINTER | | |
| | A. Back-Up (per KW) | \$0.221 | \$0.219 |
| | B. Maintenance (per KW) | \$0.110 | \$0.109 |
| 4. | BACK-UP ENERGY CHARGES – SUMMER | | |
| | A. Per kWh in excess of Supplemental Contract Capacity | \$0.05051 | \$0.05151 |
| 5. | BACK-UP ENERGY CHARGES - WINTER | | |
| | A. Per kWh in excess of Supplemental Contract Capacity | \$0.04773 | \$0.04652 |

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

In the Matter of the Empire District Electric Company,)
Liberty Utilities (Central) Co., and Liberty Sub Corp.)
Concerning an Agreement and Plan of Merger and)
Certain Related Transactions)

Case No. EM-2016-0213

STAFF’S OBJECTION TO NON-UNANIMOUS STIPULATION AND AGREEMENT

COMES NOW the Staff of the Missouri Public Service Commission, by and through counsel, and, pursuant to Commission Rule 4 CSR 240-2.115(2), and files its objection to the *Stipulation and Agreement As To Division of Energy and Renew Missouri* (“Stipulation”) filed on July 19, 2016, by the Empire District Electric Company, Empire District Gas Company, Liberty Utilities (Central) Co., Liberty Sub Corp. (collectively “Applicants”), Renew Missouri, and the Missouri Division of Energy (“DE”). In support of its objection, Staff states:

1. Commission Rule 4 CSR 240-2.115(2)(D) requires that “A non-unanimous stipulation and agreement to which a timely objection has been filed shall be considered to be merely a position of the signatory parties to the stipulated position, except that no party shall be bound by it. All issues shall remain for determination after hearing.”

2. Staff now objects to the *Stipulation and Agreement As To Division of Energy and Renew Missouri* for these reasons:

- a. The Stipulation requires Empire to develop and submit an application for approval of a portfolio of Demand Side Management (“DSM”) programs under the Missouri Energy Efficiency Act (“MEEIA”). Staff has concerns with this condition as any MEEIA programs and Demand Side Investment

Mechanism (“DSIM”) must comply with the MEEIA rules and statute, and must be part of the adopted preferred resource plan. (Chapter 22). Any portfolio of DSM programs and DSIM must be cost-effective and must provide benefits to all customers in the customer class in which the programs are proposed when considering all costs including the cost of throughput disincentive and earnings opportunity.

- b. Based on Empire’s 2016 Annual Renewable Energy Standard (“RES”) Compliance Plan filed in Case No. EO-2016-0279, the rate impact of the use of the Ozark Beach facility for compliance with the RES is generally known. Staff believes an additional study assessing the rate impact of eliminating or phasing-out reliance on Empire’s Ozark Beach facility for compliance with the RES is not necessary.
- c. Staff believes the scope of the outreach survey report of potential Combined Heat and Power (“CHP”) for customers within Empire’s gas service territory is unclear. It appears to require that a list of possible CHP facilities be developed but the level of outreach and surveying of these potential CHP customers is not clear.
- d. The provision authorizing Empire to “defer and record on its books, consistent with the terms of its existing demand side management deferral mechanism, any third party costs associated with the Hydroelectric Rate Impact assessment and the Combined Heat and Power survey” raises several concerns.

3. Staff will provide further explanation of its concerns in its surrebuttal testimony.

WHEREFORE, Staff respectfully files its objection to the *Stipulation As To Division of Energy and Renew Missouri* filed on July 19, 2016, as provided by Commission Rule.

Respectfully Submitted,

/s/ Mark Johnson

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Senior Counsel
Attorney for Staff of the
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CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of the foregoing were served electronically to all counsel of record this 26th day of July, 2016.

/s/ Mark Johnson