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Canceling P.S.C. MO. No.

Sheet No.

For Missouri Retail Service Area

Special Rate for Incremental Load Service Schedule SIL

<u>PURPOSE</u>

This rate schedule is designed to provide certain Customers with new or incremental increases in load, access to a special rate that is not based on the Company's cost of service like generally available tariff rates, but is designed to recover no less than the incremental costs of serving the new load. The Customer load will be served primarily by renewable energy resources separate from energy resources used to serve general customers of the Company.

AVAILABILITY

This special rate is available to customers with new, incremental load who:

- Have a facility whose primary industry is the smelting of aluminum and primary metals, (Standard Industrial Classification Code 3334) or
- Have a facility whose primary industry is the production or fabrication of steel (North American Industrial Classification System 331110) or
- Operate a facility with an increase in load equal to or in excess of a monthly demand of fifty megawatts

Each customer must demonstrate the new, incremental load can:

- Show a competitive need, documenting the facility would not commence operations absent the special rate,
- Show the special rate is in the interest of the state of Missouri when considering the interests of the customers of the Company, considering the incremental cost of serving the facility to receive the special rate, and the interests of the citizens of the state generally in promoting economic development, improving the tax base, providing employment opportunities in the state, and promoting such other benefits to the state as the commission may determine are created by approval of the special rate

This rate is not available for standby, breakdown, supplementary, maintenance or resale service except as noted below. Sub-metering or the reselling of electricity is prohibited.

Availability of service under this tariff may be limited by the Company due to constraints with, or protection for, Company generation resources or the transmission grid.

Service under this tariff may not be combined with service under an Economic Development Rider, an Economic Redevelopment Rider, the Renewable Energy Rider, Community Solar program, service as a Special Contract, or be eligible for participation in programs offered pursuant to the Missouri Energy Efficiency Investment Act, or for participation in programs related to demand response or off-peak discounts, unless otherwise ordered by the Commission when approving a contract for service under this tariff.

Service under this tariff shall be excluded from projected energy calculations used to establish charges under Riders FAC and RESRAM, and programs offered pursuant to the Missouri Energy Efficiency Investment Act, unless otherwise ordered by the Commission when approving a contract for service under this tariff.

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TERMS & CONDITIONS

Service under this rate schedule requires a written contract between the Company and the Customer. Each Special Incremental Load Rate Contract shall collect at least the incremental cost incurred by the Company to serve the Customer. Incremental costs shall be calculated, and profitability must be demonstrated at the time the contract is approved to confirm that revenues to be received from Customers under this Schedule are expected to be sufficient to cover the Company's increased costs to offer service pursuant to each Special Incremental Load Rate Contract. All charges for service under this rate schedule shall be limited to the charges contained in the contract between the Company and the Customer.

CONTRACT DOCUMENTATION

At least 60 days prior to the effective date of the Special Incremental Load Rate Contract, the Company will file the individual Special Incremental Load Rate Contract and supporting documentation with the Commission for approval. The supporting documentation will include the following items:

- 1. Customer Needs: Company shall provide a narrative description of the reasons why the Special Incremental Load Rate is necessary for this Customer.
- 2. Customer Alternatives: Company shall describe competitive alternatives available to the Customer.
- 3. Incremental Costs: Company shall quantify the expected incremental cost associated with the Special Incremental Load Rate Contract Customer.
- 4. Profitability: Company shall quantify the expected profitability of the Special Incremental Load Rate Contract as the difference between the revenues expected to be generated from the pricing provisions in the Special Incremental Load Rate Contract compared to Company's expected incremental costs. All significant assumptions shall be identified that affect this quantification.
- 5. Other Ratepayer Benefits: Company shall quantify the benefits that it believes will accrue to other ratepayers from the Special Incremental Load Rate Contract. All significant assumptions shall be identified that affect this quantification.
- 6. Other Economic Benefits to the Area: the Company and/or local economic development agency shall quantify the economic benefits to the state, metropolitan area, and/or local area that Company projects to be realized as a result of the Special Incremental Load Rate Contract. The Company will also file an affidavit from the state, metropolitan area and/or local area economic development agency that is also providing benefits to the customer.

Effective: December 27, 2019 1200 Main, Kansas City, MO 64105

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<u>TERM</u>

The initial term may vary for each customer served under this rate schedule but in no instance, should the term be greater than ten (10) years. Prior to the end of the term, the Company and Customer will work together to evaluate an extension of the term and if mutually appropriate, work together to secure any required approvals for an extension of the term. Each subsequent extension shall not exceed an additional ten (10) years.

SPECIAL RATE, PROVISIONS, AND TERMS

- 1. The Special Incremental Load Rate will be determined for each Customer based on expected loads and the renewable energy resource planned to serve the Customer. Details about the rate including all terms and conditions related to the Special Incremental Load Rate will be documented through a Special Incremental Load Rate Contract.
- 2. The Special Incremental Load Rate will be designed to recover no less than the incremental cost to serve the Customer over the term of the Special Incremental Load Rate Contract. Non-participating customers shall be held harmless from any deficit in revenues provided by any customer served under this tariff.
- 3. All Special Incremental Load Rate Contracts executed under this tariff will include the following provisions:
 - a. Special Rate details about the structure and rate to be paid by the Customer.
 - b. Agreement Term clear identification of the dates associated with the Special Rate, particularly the start date for contract term.
 - c. Confidentiality terms to establish protections needed to protect data under competitive conditions.
 - d. Operational Parameters details about the expected operation of the facility to be served.
- 4. The Company will make provisions to uniquely identify the costs and revenues for each respective Special Incremental Load Rate Contract within its books and records. This information will be available to support periodic reporting as ordered by the Commission. At the time of a general rate proceeding the portion of the Company's revenue requirement associated with the incremental costs net of PPA net revenues to serve the Customer shall be assigned to the Customer. The Customer's rate revenues shall be reflected in Company's net revenue requirement. If the Customer's rate revenues do not exceed the incremental cost to serve the Customer as reflected in the revenue requirement calculation, the Company shall make an additional revenue adjustment covering the shortfall to the revenue requirement calculation through the true-up period, to ensure that non-Schedule SIL customer's revenues from such effects from the service under Schedule SIL. In no event shall any revenue deficiency (that is, a greater amount of the Customer's incremental costs compared to the Customer's revenues) be reflected in the Company's cost of service in each general rate proceeding for the duration of service to the Customer(s) during the terms of the contract between Company and Customer served under this tariff.

REGULATIONS

Subject to Rules and Regulations filed with the State Regulatory Commission.

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SPECIAL INCREMENTAL LOAD RATE CONTRACTS

Start Date of Special Incremental Load Rate Contract	Name of Customer	Address	Term of Special Incremental Rate
January 1, 2020	Nucor Steel Sedalia, LLC	500 Rebar Rd, Sedalia, MO	10 years

FILED Missouri Public Service Commission EO-2019-0244; YE-2020-0092