# BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the Matter of the Application of Union	)	
Electric Company d/b/a Ameren Missouri	)	File No. ET-2025-0184
for Approval of New or Modified Tariffs	)	
for Service to Large Load Customers.	)	

#### AMENDED NON-UNANIMOUS GLOBAL STIPULATION AND AGREEMENT

**COME NOW**, Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri" or "Company") and the Staff of the Commission, Amazon Data Services, Inc., Evergy Metro, Inc., Evergy Missouri West, Inc., Google LLC, Renew Missouri, Missouri Industrial Energy Consumers, and Sierra Club (individually, a "Signatory" and collectively, the "Signatories") and agree to a *Non-Unanimous Stipulation and Agreement* ("Agreement") that resolves all pending issues in this docket, and supersedes the Corrected Non-Unanimous Stipulation and Agreement filed in this docket on November 9, 2025, as stated below.

#### STIPULATION AND AGREEMENT

The Signatories agree to the following:

#### A. Overall Proposal

1. The Signatories support the Large Load Rate Plan ("<u>LLRP</u>") set forth herein, which includes creation of a new, tariffed rate offering under a specific subsection added to the Company's existing Service Classification No. 11(M) (the "<u>LLCS tariff provisions</u>"), to be known as Large Load Customer Service ("<u>LLCS</u>"), as set forth in the exemplar tariff sheets attached hereto as Exhibit A.<sup>1</sup>

<sup>&</sup>lt;sup>1</sup> The Company will create a separate Service Classification applicable to LLCS in its next general rate case. Until LLCS is created as a separate service classification, Ameren Missouri will file all class cost of service studies as though LLCS is a separate service classification.

2. The Signatories agree that the LLCS tariff provisions in the form of Exhibit A and the other tariff provisions in the form of Exhibit B should be approved, with a finding of being reasonable and in the public interest.

# B. <u>Large Load Customer Rate Plan</u>

- 3. The Signatories agree that the LLRP shall reflect the following terms:
- 4. *Applicability*: LLCS is required for (i) any new facility beginning service after the effective date of the LLCS tariff provisions (the "Effective Date") with a peak load forecast reasonably expected to be equal to or in excess of a monthly maximum demand of seventy-five megawatts (75 MW) at any time during the Term or Extension Term; <sup>2</sup> or (ii) any existing customers, who expand such that, after the Effective Date, have a monthly maximum demand that is reasonably expected to exceed their pre-existing demand by seventy-five megawatts (75 MW), then the LLCS tariff provisions shall be applicable to the expansion load.
- 5. Service Voltage & Metering: LLCS customers shall receive service at a voltage of 115 KV or greater, except that the Company may aggregate premises served at a distribution voltage for the purposes of determining applicability of the LLCS tariff provisions based on factors including, but not limited to, multiple premises with common owner(s) or a common parent company, or multiple premises sharing one or more of the following: common ownership, common local electrical infrastructure, physical layout, character of service, end use, and common control. Where a LLCS customer receives service at a voltage of 115 kV or greater, the customer will own or otherwise bear financial responsibility for construction and operation of the distribution substation. LLCS customer premises (also referred to herein as a facility) shall generally mean a single point of interconnection, though the Company and customer may

<sup>&</sup>lt;sup>2</sup> See Paragraph 8 below.

use multiple meters if determined appropriate. The Company maintains full discretion to evaluate whether multiple meters or premises may or may not be aggregated for purposes of LLCS tariff provision applicability, and in its sole reasonable discretion may require multiple meters or premises to be considered an aggregate load that shall take service under the LLCS tariff provisions.

- 6. *Metering Equipment.* For customer facilities taking LLCS due to expansion, the Company may install metering equipment necessary to measure the incremental LLCS load. The Company reserves the right to make the determination of whether such load will be separately metered or sub-metered. If the Company determines that the nature of the expansion is such that either separate metering or sub-metering is impractical or economically infeasible, the Company will determine, based on historical usage, what portion of such load is in excess of the monthly baseline, if any, and such portion will be subject to the LLCS tariff provisions and LLCS Service Agreement
- 7. Service Agreement Requirement: Customers receiving LLCS are required to enter in a written service agreement (the "LLCS Service Agreement") that specifies certain provisions of their electric service, including Contract Capacity. Riders applicable to customer's service will be specified in an exhibit attached to the LLCS Service Agreement, which may be periodically amended subject to the mutual agreement of the Company and customer to reflect customer's participation in Company-offered programs. Commission approval of the foregoing agreements shall not be required but such agreements must be consistent with the approved tariffs.
- 8. **Service Term**: LLCS customers shall take service for a minimum term that includes up to five (5) years of an optional transitional load ramp period plus twelve (12) years

(the "Term"). The Term shall commence on the date permanent service begins, or as set forth in the LLCS Service Agreement. During the transitional load ramp period, the customer's maximum load may be lower than seventy-five megawatts (75 MW). Specific details of the customer's Load Ramp may be addressed in the LLCS Service Agreement. Unless otherwise mutually agreed in the LLCS Service Agreement, the LLCS Service Agreement will automatically extend for periods of five years ("Extension Term") at the end of the Term or any Extension Term, unless either party to the LLCS Service Agreement provides at least thirty-six (36) months' written notice to the other party prior to the end of the Term or any Extension Term of its intent not to renew the LLCS Service Agreement, or of its intent to renew the LLCS Service Agreement for the Extension Term at a reduced Contract Capacity. A customer providing notice of non-extension will remain subject to the Exit Fee and Early Termination Fee based upon the remainder of the Term or Extension Term to the extent applicable under the customer's LLCS Service Agreement, provided that so long as timely written notice is given and the notifying customer continues its service for the remaining Term or Extension Term, as applicable, no Exit Fee or Early Termination Fee shall apply. Service shall remain in effect throughout the Term and any Extension Term unless cancelled, modified, or terminated in writing and pursuant to the LLCS tariff provisions or the LLCS Service Agreement, or the customer changes to another applicable Company rate schedule pursuant to the LLCS tariff provisions.

9. *Contract Capacity*: The LLCS Service Agreement will include a Contract Capacity schedule specifying the customer's forecasted annual peak load requirement for the post-load ramp period of the Term during on-peak hours. The Contract Capacity schedule shall also specify the peak load requirement for each quarter during the load ramp during on-peak

hours. The LLCS Service Agreement will set out any expected off-peak demand that is expected to be greater than the Contract Capacity. Unless otherwise agreed by the parties, the Contract Capacity during any Extension Term shall be the same as the Contract Capacity for the last year of the Term immediately preceding Term or Extension Term, as applicable.

- updated peak demand forecast for each quarter of the upcoming year to provide the best current estimate of its peak demand by September 1<sup>st</sup> of each year. Customer is not authorized to exceed its Contract Capacity in any period, except (i) if the customer specifically requests authorization from Company to exceed the Contract Capacity for a limited time period, and (ii) Company verifies that such exceedance will not result in any reliability impacts. Company will provide Staff notification of any approved exceedance within five (5) business days after the approval is given, and of any cost impacts of any approved exceedance within forty-five (45) days.
- 11. *Permissible Capacity Reduction*: An LLCS customer may request to reduce the Contract Capacity during the Term or any Extension Term, with the effective date of any such reduction occurring at any time in the Term by up to twenty (20) percent of the Contract Capacity (a "Permissible Capacity Reduction"), in total, without charge for such reduction. To do so, the customer must provide the Company at least twenty-four (24)-months' prior written notice. In addition, the customer may request to reduce its Contract Capacity beyond the Permissible Capacity Reduction, with the effective date of any such reduction occurring at any time after the first five (5) years of the term by giving the Company at least twenty-four (24) months' written notice prior to the beginning of the year for which the reduction is sought, subject to payment of a Capacity Reduction Fee. The Capacity Reduction Fee shall be calculated

as two times the difference between (a) the nominal value of the Minimum Monthly Bill using the Contract Capacity specified in the customer's LLCS Service Agreement minus (if applicable) the Permissible Capacity Reduction, times the number of months remaining in the Term or Extension Term, or for sixty (60) months, whichever is lesser, and (b) the nominal value of the Minimum Monthly Bill following such a reduction in capacity, times the number of months remaining in the Term or Extension Term, or for sixty (60) months, whichever is lesser. For avoidance of doubt, nothing in this Paragraph 11 limits the right of the customer to reduce its Contract Capacity upon thirty-six (36) months' written notice before the end of the Term or Extension Term as permitted by paragraph 8. The Company will use reasonable efforts to mitigate the Capacity Reduction Fee amount owed by the customer. The Company shall invoice the customer no earlier than ninety (90) days prior to the date the customer has indicated the capacity reduction will occur for any unmitigated amounts of the Capacity Reduction Fee based on the calculation described above, provided that to the extent the Company is able to sell the difference between the Minimum Demand at the original Contract Capacity and the Minimum Demand at the reduced Contract Capacity post-such a capacity reduction into the Midcontinent Independent System Operator capacity market, Company shall refund the proceeds of such capacity sales (net of all wholesale market costs to do so) to customer annually for a period equal to the lesser of (i) the remainder of the Term or Extension Term, as applicable, or (ii) sixty (60 months) post-the date such a capacity reduction occurred, and provided further that the total refunds to customer shall not exceed the Capacity Reduction Fee. The customer shall pay the Capacity Reduction Fee within thirty (30) days of the date it receives an invoice from the Company for the fee. To the extent the customer seeks to reduce its Contract Capacity on less notice, and the Company can reasonably reassign Contract Capacity to another large load

customer, the Company in its sole reasonable discretion may agree to a variance from these provisions. Any notice to reduce capacity is irrevocable once given by the customer unless the Company, in its sole reasonable discretion, determines that it can accommodate a revocation of such notice. Any capacity reduction is permanent for the Term and any Extension Term, and any request by the customer to reinstate such capacity will be subject to the interconnection process described in Paragraph 49 hereof.

12. Termination of LLCS Service Agreement: In order to terminate before the end of the Term or any Extension Term, the customer must deliver a written notice (a "Termination Notice") to Ameren Missouri not less than twenty-four (24) months prior to the effective date of the termination specified in the Termination Notice (the "Termination Date"). If a customer terminates its service under its LLCS Service Agreement pursuant to this Paragraph 12 during the ramp period, the Customer shall pay to Ameren Missouri an Exit Fee in an amount equal to the applicable Minimum Monthly Bill *multiplied by* the number of months in the remaining term of the load ramp period plus sixty (60) calendar months. If the customer terminates its service under its LLCS Service Agreement pursuant to this Paragraph 12 after the ramp period, the customer shall pay to Ameren Missouri an "Exit Fee" in an amount equal to the applicable Minimum Monthly Bill *multiplied by* the lesser of (x) a period of sixty (60) calendar months or (y) the number of months in remaining Term or Extension Term (such lesser period, the "Termination Fee Period"). An additional fee shall apply if the customer seeks to terminate with less than twenty-four (24)-months' notice (the "Early Termination Fee"). In such case, the Early Termination Fee shall be equal to two (2) times the nominal value of the applicable Minimum Monthly Bill times the number of months less than the twenty-four (24)-months' notice required for termination. The Large Load Customer shall pay to Ameren Missouri the Exit Fee and, if applicable, the Early Termination Fee promptly, and in any event not more than thirty (30) days, after the Termination Date, by wire transfer of immediately available federal funds to an account located in the United States as Ameren Missouri may specify by notice.

Commencing on the date of delivery of the Termination Notice, Company shall use commercially reasonable efforts to mitigate the amount of the Exit Fee, which efforts are expressly limited to (i) during the Termination Fee Period, Company selling wholesale capacity (net of all wholesale market costs to do so), up to the Minimum Demand, in the applicable Midcontinent Independent System Operator markets or via bilateral transactions, at such times and in such amounts as Company may determine, and (ii) until the Termination Date, Company seeking LLCS customers to whom it would provide bundled retail electric service, up to the Minimum Demand, to one or more other LLCS customers (if available) pursuant to an LLCS Service Agreements with such customers. For purposes hereof, the "Refund Amount" is the aggregate net amount received by Company in connection with clauses (i) and (ii) in the preceding sentence. Within thirty (30) days after December 31 of each calendar year during the Termination Fee Period, Company shall pay to the customer the portion of the Refund Amount received by Company during such calendar year, by wire transfer of immediately available federal funds to an account located in the United States as the customer may specify by notice; provided that in no event shall the Refund Amount exceed the Termination Fee. If a customer qualifies for a different rate schedule (other than Company Service Classifications 2(M), 3(M), 4(M) and the non-LLCS provisions of 11(M)), it may elect to change to such schedule so long as it meets the requirements therein.

13. Applicable Rates and Charges: Customers taking LLCS will be subject to additional rates and charges as set forth in the Company's Mo.P.S.C. Schedule No. 6 or any

successor thereto, including but not limited to Rider FAC, Rider EEIC,<sup>3</sup> Rider SUR, Rider RESRAM, <sup>4</sup> and the Cost Stabilization Rider ("CSR").<sup>5</sup>

- 14. *Initial Pricing*: The Signatories agree that the initial monthly pricing for customers taking LLCS shall be consistent with the pricing specified in Exhibit C to this Agreement.
  - i. The Company will compare LLC base rate kilowatt-based revenue collections under the rates in Exhibit C to this Agreement during the period utilized for evaluation for Class Cost of Service ("CCOS") Study proposed in the next general rate proceeding to base rate kilowatt-based revenue collections that would have occurred for the same customers under the non-Large Load Customer Service provisions of Company Service Classification 11(M) and will identify and reallocate the difference in revenues to non-LLC customer classes for CCOS study purposes only in determining sufficiency of class recovery of costs of service.
  - ii. In any rate case prior to a rate case where there is at least one, seventyfive megawatt (75 MW) or greater customer taking service under the
    Large Load Customer Service provisions of Service Classification
    11(M) reflected in the test year and captured in the CCOS study
    determinants, the Company will propose that the comparison of such

<sup>&</sup>lt;sup>3</sup> Subject to a customers' right to opt out under the MEEIA statute.

<sup>&</sup>lt;sup>4</sup> Unless a given customer has subscribed to sufficient Rider RSP-LLC service such that sufficient RECS are being retired on its behalf per the variance request outlined in Company witness Wills' Direct Testimony and addressed further below, if the Commission approves the variance.

<sup>&</sup>lt;sup>5</sup> The Signatories will collaborate on developing a CSR tariff to be filed as a compliance tariff if the Commission adopts the CSR.

Large Load Customer base rate kilowatt-based revenue collections to base rate kilowatt-based revenue collections that would have occurred for the same customers under the non-Large Load Customer Service provisions of Service Classification 11(M) described in (i) above shall remain in place.

iii. The Initial Pricing terms set forth herein and initial prices set forth in Exhibit C to this Settlement Agreement are for the purposes of settlement of this proceeding only as modified by ii above. No party shall be restricted in any way with respect to positions it wishes to advance on a going-forward basis in the first general rate case in which there is at least one, seventy-five megawatt (75 MW) or greater customer taking service under the Large Load Customer Service provisions of Service Classification 11(M) and reflected in the test year and captured in the CCOS study determinants regarding cost allocation, rate design, or class cost of service methodologies except that Ameren Missouri agrees that, as part of its filing in the rate case, it will evaluate the costs and impacts of any such customers added to the system and propose a cost allocation and rate design proposal designed to ensure the alignment of costs and cost causation. Ameren Missouri's proposal will be designed to reasonably ensure such LLCs' rates will reflect the customers' representative share of the costs incurred to serve the customers and prevent other customer classes' rates from reflecting any unjust or unreasonable costs arising from service to such customers.

- 15. Alternate Time-Based Energy Charges: Alternate time-based energy charges and seasonal demand charges are specified in Exhibit C. At customer's election made in the manner specified below, the alternate time-based energy charges will be used for billing all energy consumption and demand by a customer taking LLCS in lieu of the standard energy and demand charges, except that, any LLCS customer that expects to operate at an annual load factor lower than seventy-five (75%), or that fails to maintain a load factor of 75% during the term of the LLCS Service Agreement determined as provided for below, shall, post-the ramp period, be subject to mandatory application of the time-based energy charges in lieu of the standard energy charge. To elect service under time-based energy charges, an LLCS customer must, at any time during the Term or any Extension Term their LLCS Service Agreement, give written notice to the Company sixty (60) days or more prior to the date the customer's notice is to take effect. The election shall take effect on the first day of the calendar month following 60 days after the notice was given. Whether a customer failed to maintain a load factor of 75% for any given year shall be determined by the Company based on a review of that year's energy consumption and demand data, with such review to occur annually based on the most recently-completed year of the Term or Extension Term. Should the Company's review determine that the customer failed to maintain of load factor of 75% for the year in question, Company will notify the customer in writing that prospective billings will be based on time-based energy charges until such time as customer maintains a load factor of 75% for a full year as determined in the annual review process described above.
- 16. **Demand Billing**: The billing demand in any month will be the highest demand established during peak hours or fifty percent (50%) of the highest demand established during off-peak hours, whichever is highest during the month, but in no event less than 80 percent of the

Contract Capacity ("Minimum Billing Demand").

- 17. Interim Capacity Adjustment: If the Company determines that the customer's load cannot be served by the Company's existing system capabilities, the Company may enter into specific market contract agreements to provide the necessary capacity requirements of the customer until sufficient system capacity may be supplied by the Company. The customer and the Company must mutually agree on the terms for the interim capacity procured by the Company pursuant to an Interim Capacity Agreement. The customer shall be subject to an additional demand charge) calculated according to the terms of the Interim Capacity Agreement, with customer responsible for the full costs thereof and the terms of the Interim Capacity Agreement.
- 18. *Minimum Monthly Bill*: Customers taking LLCS shall be subject to a "<u>Minimum Monthly Bill</u>" which shall consist of the sum of each of the following charges and shall apply in addition to any energy-based charges paid by customer:
  - Demand Charge (with minimum monthly demand set at 80 percent of the Contract Capacity ("Minimum Demand"));
  - ii. Customer Charge (metering, billing, customer support);
  - iii. Low-Income Pilot Program Charge
  - iv. Other Demand-Based Riders approved by the Commission in the future; and
  - v. The Cost Stabilization Rider, with minimum monthly demand set at the Minimum Demand.
- 19. *Cost Stabilization Rider*: LLCS customers eligible to receive service under the Company's Economic Development Rider ("EDR") will be subject to the CSR, a new adjustment clause designed to ensure recovery of costs incurred to serve LLCS customers. The CSR shall be

applied consistent with the Missouri Economic Development Rider statute. The CSR shall be calculated based on comparing the LLCS customer's estimated base rate revenue and estimated final bill revenue prior to applying Rider CEC. Estimated base rate revenue shall be the revenue produced by all applicable base rate and non-LLCS riders and the estimated final bill revenue shall be the base rate revenue plus any applicable rate discounts, such as an approved economic development rate. Should the LLCS customer's estimated final bill revenues fall below the customer's estimated base rate revenue, an amount, expressed in a dollar per kW charge, will be added to the customer billing through this charge. The CSR shall be customer-specific and memorialized in the LLCS Service Agreement. This comparison shall be completed annually.

- 20. The CSR shall not be subject to any related Economic Development Rider discount. Making the CSR non-bypassable ensures that LLCS customers are substantially covering the cost to serve them in their tariffed rates or any other voluntary riders in which the LLCS customer enrolls.
- 21. In any rate case where during the test year or prior to the true up cutoff date a customer taking service on the LLCS rates is subject to an Economic Development Discount and the CSR, in establishing the revenue requirement responsibility of each class when calculating final rates to be implemented in that case, the revenues associated with the CSR shall be allocated in exactly the same manner and to the same classes as the cost of the EDR discounts associated with the customer that is subject to the CSR were allocated.
- 22. **Customer Creditworthiness:** For a customer falling within the category reflected in Paragraph 27 below: (1) The LLCS customer, or (2) the entity who owns the facility where the customer takes service and assumes all financial obligations associated with the facility under the

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<sup>&</sup>lt;sup>6</sup> Section 393.1640, RSMo.

LLCS tariff provisions and the LLCS Service Agreement, or (3) an entity who otherwise assumes all financial obligations associated with the facility under the LLCS tariff provisions and the LLCS Service Agreement, must be reasonably creditworthy as determined in the Company's sole reasonable discretion. As such, the Company retains discretion to evaluate the creditworthiness and credit support of the entity who assumes all contractual obligations under the LLCS tariff provisions and the LLCS Service Agreement, and to require reasonable assurances if necessary to address customer creditworthiness.

- 23. *Collateral/Security Requirements:* The Company will require LLCS customers to provide collateral in an amount equal to two (2) years of Minimum Monthly Bills, as calculated by the Company (the "Collateral Requirement").
- A customer together with a Guarantor, which can include its ultimate parent, corporate affiliate, a tenant, or any other entity with a financial interest in the customer ("Guarantor") that guarantees the Collateral Requirement under the LLCS tariff provisions and the LLCS Service Agreement that (i) has a credit rating of at least A- from Standard & Poor's ("S&P") and A3 from Moody's, (ii) and if rated A- or A3 has not been placed on credit watch by either such rating agency if either the customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, and (iii) has liquidity greater than ten (10) times the collateral requirement as of the end of applicable period (and which must be shown by providing financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the period) (collectively, "60% Eligibility Requirements") will be exempt from sixty (60) percent of the Collateral Requirement, with the sixty (60) percent discount not to exceed \$175 million. "Period" for public companies shall be the interval for reporting required by the Securities and

Exchange Commission, for all other companies "Period" shall be each calendar quarter.

- A customer that does not have an A- credit rating from S&P and A3 rating from Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under the LLCS tariff provisions and the LLCS Service Agreement) (i) has at least a BBB+ credit rating from S&P and Baa1 credit rating from Moody's, (ii) has not been placed on credit watch by either such rating agency if either the customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, and (iii) has liquidity greater than ten (10) times the Collateral Requirement as of the end of the applicable quarter (as determined in the Company's reasonable discretion, and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the quarter) (collectively, "50% Eligibility Requirements") will be exempt from fifty (50) percent of the Collateral Requirement, with the fifty (50) percent discount not to exceed \$150 million.
- A customer that does not have at A- credit rating from S&P and A3 rating from Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under the LLCS tariff provisions and the LLCS Service Agreement) (i) has at least a BBB- credit rating from S&P and Baa3 credit rating from Moody's, (ii) has not been placed on credit watch by either such rating agency if either the customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, and (iii) has liquidity greater than ten (10) times the Collateral Requirement as of the end of the applicable quarter (as determined in the Company's reasonable discretion, and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the quarter) (collectively, "40% Eligibility

<u>Requirements</u>") will be exempt from forty (40) percent of the Collateral Requirement, with the forty (40) percent discount not to exceed \$125 million.

- A customer that does not have an A- credit rating from S&P and A3 rating from Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under the LLCS tariff provisions and the LLCS Service Agreement) either (i) has at least a BBB- credit rating from S&P and Baa3 credit rating from Moody's, and has not been placed on credit watch by either such rating agency if either the customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, or (ii) has liquidity greater than ten (10) times the Collateral Requirement as of the end of the applicable quarter (as determined in the Company's reasonable discretion, and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the quarter) (collectively, "25% Eligibility Requirements") will be exempt from twenty-five (25) percent of the Collateral Requirement, with the twenty-five (25) percent discount not to exceed \$75 million.
- 28. The 60% Eligibility Requirements, the 50% Eligibility Requirements, the 40% Eligibility Requirements, and the 25% Eligibility Requirements are collectively referred to as the "Discount Eligibility Requirements."
- 29. The Collateral Requirement must be provided at the time of executing the LLCS Service Agreement.
- 30. Any collateral provided to satisfy the Collateral Requirement shall not accrue interest while held by the Company.
- 31. The Company will, in its sole reasonable discretion, after the customer has achieved their peak load for at least three (3) years, annually consider reducing the LLCS

customer's collateral obligation over the course of its contract period, on a schedule generally corresponding to the reduction of risk to the Company and its customers. The Company will consider the customer's performance criteria, which includes, but is not limited to the customer's:

(i) financial condition, (ii) load performance, (iii) payment history, (iv) credit rating, and (v) any default history.

- 32. The amount of the Collateral Requirement under the foregoing calculation will be recomputed quarterly based upon the customer's rolling twenty-four (24)-month load forecast as of the first date of the next quarter, and the customer shall provide the recomputed amount if greater than the current amount held. The Company shall notify a customer if the customer no longer meets the applicable Discount Eligibility Requirements, including if the customer has been placed on credit watch, if applicable to such eligibility.
- 33. The Collateral Requirement must be provided in one or more of the following forms; provided, that the Company shall have the right to choose the acceptable form of collateral among those listed below for any customer that qualifies for a Discount of twenty-five percent (25%) or less:
  - i. A guarantee from the customer's Guarantor for the applicable Collateral Requirement, so long as the Guarantor meets the applicable Discount Eligibility Requirement, provided that the dollar amount of the Collateral Requirement that may be provided under the guarantee is subject to credit review by the Company. The guarantee must be in a format acceptable to and approved by the Company, and must include (i) if the Guarantor's creditworthiness is considered for determining the Discount Eligibility Requirements, a commitment from the Guarantor to pay the Collateral Requirement if the customer fails to make such

payments (without a dollar limit), and (ii) a provision that automatically increases the dollar amount of collateral covered by the guarantee if either the customer or Guarantor no longer satisfies the applicable Discount Eligibility Requirement; or,

ii. A standby irrevocable Letter of Credit ("Letter of Credit") for the applicable Collateral Requirement. The Letter of Credit must be issued by a U.S. bank or the U.S. branch of a foreign bank, which is not affiliated with the LLCS customer or its Guarantor, with a credit rating of at least A- from S&P and A3 from Moody's and a minimum of \$2 billion in assets. Such security must be issued for a minimum term of three hundred sixty (360) days. The customer must cause the renewal or extension of the security for additional consecutive terms of three hundred sixty (360) days or more no later than thirty (30) days prior to each expiration date of the security. If the customer no longer satisfies the applicable Discount Eligibility Requirement, it must increase the amount covered by the Letter of Credit within ten (10) days. If the security is not renewed, extended, or increased as required herein, the Company will have the right to draw immediately upon the Letter of Credit and/or demand cash collateral in the amount of the required increase and be entitled to hold the amounts so drawn or received as security until the customer has either (i) come back into compliance with the requirements for use of a Letter of Credit or, (ii) if required by the Company, has provided an alternative form of collateral consistent

- with the LLCS tariff provisions. The Letter of Credit must be in a format acceptable to and approved by the Company; or
- iii. A cash deposit for the applicable Collateral Requirement.
- 34. In case of an uncured breach by the customer of the LLCS Service Agreement, an uncured breach of the Guarantor under the parent guaranty, or any notice of termination or refusal to continue the Letter of Credit by the issuing bank, the Company may draw on the applicable collateral, as further set forth in the LLCS Service Agreement.
- 35. If, at any time after Customer's initial delivery of the collateral the customer fails to comply with the Collateral Requirement, the Company may thereafter pursue any and all rights and remedies at law or in equity, and may take any other action consistent with the LLCS Service Agreement, the LLCS tariff provisions, and the Company's General Rules and Regulations, including but not limited to suspension or curtailment of service.
- 36. To the extent the Company draws on a cash deposit provided by a customer, the Company draws funds from a Letter of Credit or Guarantee, or the Company receives a cash Exit Fee, the Company will defer the amount received minus any amount used to pay for services rendered, together with the Company's weighted average cost of capital, as a regulatory liability to be addressed in the next general ratemaking proceeding.
- 37. Annual Reports: The Company and stakeholders, including OPC, Staff, and customers, will meet to determine the contents and confidentiality of an annual compliance report to be provided to the Commission. This report will contain information regarding: (i) the number of new or expanded customers that are taking LLCS and (ii) the total estimated load taking LLCS. Any other reporting requirements will be determined as a result of the Company and stakeholder discussions. Energy usage information will be provided on a confidential and anonymized basis.

The Company commits to meeting with Staff and OPC at least annually, and on a highly confidential basis, to provide updates on LLCS with the agenda to be mutually agreed to by Staff, OPC, and the Company.

# C. New Renewable/Carbon Free Attribute Procurement Riders Within the LLRP

- 38. The Signatories agree that in conjunction with approval of the LLCS tariff provisions, the Commission should also approve and find reasonable and in the public interest four new clean and renewable energy riders (Paragraphs 39-42 to be applicable to LLCS customers and, in the case of Paragraphs 39, 41, and 42, to all 11(M) customers). In entering into subscription agreements with LLCS customers and all 11(M) customers under the programs reflected in Paragraphs 39, 41, and 42, the Company will take reasonable steps to ensure equitable access program resource capacity to all interested customers.
- 29. Clean Energy Choice (Rider CEC): Will enable LLCS customers and all 11(M) customers to support the procurement of clean energy resources and/or replacement of identified existing resources in lieu of or in addition to the Company's Preferred Resource Plan. This shall include, but not be limited to, distributed energy resources such as demand-side management, energy efficiency, and battery storage. Under this program, the Company and the requesting customer will execute an agreement (a "Rider CEC Agreement") that determines cost recovery from the customer for the selected resources and any appropriate credits (including but not limited to consideration of energy, capacity, and related environmental attribute credits) including consideration of any related Renewable Energy Credits ("RECs") to the customer's bill. In considering supply-side resources, the Company will not place any limitations on the size of the resource considered or brought forward by a customer. For example, solar resources of 10-20 MW may be considered. Any alternative resources or combination of resources that would be

procured pursuant to this rider and result in a material change to the Company's Preferred Resource Plan, would be submitted to the Commission for review and approval through a quadrennial or triennial integrated resource plan ("IRP") filing or change in Preferred Resource Plan filing, dependent upon the applicable IRP rules. Rider CEC participants will be subject to separately negotiated terms and conditions, including collateral requirements, based upon the specific agreement negotiated by the Company and the requesting customer. In the filing seeking approval of the Rider CEC Agreement, the Company will provide, at a minimum, 1) the customer request, 2) revenue requirement allocations by year, with capital costs, expenses, and revenues separately shown, 3) a detailed description of how the charges to the Requesting Customer for the resource(s) in question will be determined, together with an estimate of what those charges will be, including specification of any formula that will be used to determine them, with detailed workpapers, and 4) analysis of the impact if the requesting customer is no longer on Ameren Missouri's system. In a change in preferred resource plan filing, Ameren Missouri will provide any additional analysis that was not previously provided as an unaltered alternative resource plan in Ameren Missouri's most recent triennial/quadrennial, Ameren Missouri will provide all documentation/analysis that would be required in the triennial/quadrennial. If any assumptions are modified for the CEC-preferred resource plan, then Ameren Missouri will separately identify each change and provide a comparison to the assumptions that were previously utilized in the triennial/quadrennial filing and provide analysis and explanations on the impact of those changes.

40. *Renewable Solutions Program (Rider RSP-LLC)*: Will provide non-residential customers taking LLCS to subscribe to future renewable energy attributes associated with new Company-owned wind or solar generation acquired through the IRP process that are not needed to meet renewable compliance targets or requirements. The Company will take reasonable steps

to ensure equitable access to all 11(M) customers under existing RSP and LLCS customers under RSP-LLC.

41. *Nuclear Energy Credit (Rider (NEC)*: Will provide non-residential customers taking LLCS service or non-LLCS service under Service Classification 11(M) with the ability to include emission-free nuclear energy attributes ("NECs") from Company-owned or sourced resources into their clean energy portfolio to support the customer's sustainability and decarbonization goals. Until (if applicable) a registry for NECs that is similar to a REC registry such as the North American Renewables Registry is used, Ameren Missouri will track the NECs assigned to each LLCS customer based on initial Midcontinent Independent System Operator ("MISO") settlements of Company-owned or sourced nuclear resources, as the initial settlement values may be adjusted as part of MISO's resettlement process.

### 42. Clean Capacity Advancement (Rider CCAP):

Will provide non-residential customers taking LLCS service or non-LLCS service under Service Classification 11(M) to participate in a capacity product that enables storage of clean energy.<sup>7</sup>

#### D. Other Tariff Modifications Necessary to Implement the LLRP

43. The Signatories agree that certain modifications to existing tariffs, riders, and Company rules and regulations are needed in order to support the LLRP. The Signatories agree that the Commission should approve and find reasonable and in the public interest modifications to the following tariffs (such changes are included in Exhibit B hereto). In summary, these

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<sup>&</sup>lt;sup>7</sup> The Riders RSP-LLC, NEC, and CCAP tariffs will require that the agreements to be entered into for customers participating in the program(s) shall require financial security/collateral for the financial obligations undertaken by participants and will require Early Termination and Exit Fees covering the same duration post-post termination of service as the Exit and Early Termination Fees for the Minimum Monthly Obligation as provided for above apply for termination of the LLCS Service Agreement.

changes are as follows:

- 44. **Non-LLCS Provisions of Service Classification 11(M)**: The Signatories agree to add language that new customers with monthly demand reasonably expected to reach or exceed seventy-five megawatts (75 MW) will not be able to receive service under the non-LLCS provisions of Service Classification 11(M). Existing 11(M) customers as of the effective date of the LLCS tariff provisions may continue to take service under the non-LLCS provisions of 11(M), except that any expansion of such customer's load by seventy-five megawatts (75 MW) or greater shall be subject to the LLCS tariff provisions.
- 45. *Rider FAC (Fuel Adjustment Clause)/Program Revenues Tracker*: The Signatories agree that the Company's Rider FAC shall be changed in its next rate case consistent with the change proposed in Schedule SMW-D3 to Company witness Steve Wills' Direct Testimony. The Signatories also agree that the tracking mechanism outlined in Mr. Wills' Direct Testimony at page 52 for revenues from Riders RSP-LLC, CCAP, and NEC should be adopted, provided that Mr. Wills' references to "termination fee" and "capacity reduction fee" shall be deemed to be references to the Exit Fees, Early Termination Fees, and Capacity Reduction Fees provided for in this Agreement.
- 46. **Revenue Sharing Mechanism.** The Signatories agree that the Company should implement an Earnings Review Surveillance ("ERS") Report as follows:
  - a) No later than March 31 following the end of each calendar year beginning in the year that the first customer begins taking permanent LLCS, the Company shall file with the Commission in a compliance docket to be established, an ERS Report in the same format as the Company's Surveillance Monitoring Reports submitted

- under 20 CSR 4240-20.090(6) for the calendar year in question, except for those limited adjustments described below.
- Once Company has filed the compliance docket with the Commission, Staff and OPC may request discovery regarding amounts and/or calculations within Company's ERS Report and the revenue sharing mechanism attached as Exhibit
   D. Unless the Company objects and/or gives notice of need for additional time to respond within three (3) business days of receipt of a discovery request, discovery will be responded to within ten (10) days from the date of receipt.
  - i. Staff, OPC, MIEC, and all customers taking service under the LLCS tariff provisions of 11(M) shall be permitted to review the ERS Report for each annual filing. No later than May 31 of the applicable year unless additional time is granted by the Commission for good cause shown, Staff and OPC shall file a report or testimony with the Commission indicating any areas of disagreement with the ERS Report filed by the Company. Areas of disagreement shall be limited to disagreements that would result in a change to the amount of revenue sharing arising from the calendar year in question.
  - ii. The Company shall respond to any areas of disagreement no later than

    June 30 of the applicable year, provided that if additional time is granted
    under subparagraph b).i above, the June 30 deadline shall be extended by
    that number of days equal to such extension.
  - iii. If the Company's response does not resolve all areas of disagreement, theCommission shall establish an appropriate process for the resolution of

- such areas of disagreement by Commission order with an intended resolution date no later than August 31 of the applicable year.
- iv. Absent any areas of disagreement, the Commission may, at its discretion, issue an order based on submissions made in the docket, without hearing.
- c) For each calendar year beginning in the year that the first customer begins taking LLCS, the earned return on equity ("ROE") of the Company, as reported in the ERS Reports, may be subject to sharing with the Company's retail electric customers as follows:
  - i. Within the ERS Report, the Company shall identify the base rate revenues received for LLCS for the calendar year and compare those revenues to the amount of LLCS base rate revenues included in the Company's revenue requirement in the rate case(s) used to set base rates in effect at that time. If the base rate revenues received from LLCS customers for the calendar year do not exceed the amount of LLCS base rate revenues included in the Company's revenue requirement in the rate case(s) used to set base rates in effect at that time, no revenue sharing will occur arising from the calendar year.
  - ii. If the base rate revenues received from LLCS customers for the calendar year exceed the amount of LLCS base rate revenues included in the Company's revenue requirement in the rate case(s) used to set base rates in effect at that time, the difference between the Company's earned ROE for the calendar year at issue as reported in the Company's filed ERS Report and the midpoint of the Staff's recommended ROE range in File

No. ER-2024-0319<sup>8</sup> shall be multiplied by the equity portion of rate base<sup>9</sup> per the Company's filed ERS Report and grossed up for income taxes. Any positive amount shall be multiplied by sixty-five (65%) and the resulting product shall be deferred to a regulatory liability to be returned to retail electric customers through an amortization established by the Commission in a future rate case, over a reasonable period of years established by the Commission in that case. Any percentage of the share above 50% will be for the benefit of low-income customers. For purposes hereof, "low-income" does not include funding for MEEIA low-income programs.

- d) The ERS Report shall include the following adjustments to the Company's Surveillance Monitoring Report submitted in accordance with 20 CSR 4240-20.090(6) for the calendar year in question:
  - The removal of any capital investment or expense which the Company
    has committed not to recover in its base rates or that the Commission has
    disallowed for recovery.
  - ii. Reclassification of any out-of-period items to another period.
  - iii. The Company's Surveillance Monitoring Report submitted in accordance with 20 CSR 4240-20.090(6) will include the effect of any amounts being deferred as a regulatory liability under this revenue

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<sup>&</sup>lt;sup>8</sup> This value will be used for purposes of determining the results of the revenue sharing mechanism until a Commission order is issued in a future rate case that either establishes a different specific ROE or approves a Stipulation and Agreement that specifies a different ROE.

<sup>&</sup>lt;sup>9</sup> The Company's common equity ratio multiplied by total electric rate base.

sharing mechanism, which were necessarily excluded from the ERS Report used to determine the amount of such deferrals.

- e) For the avoidance of doubt, the ERS Report shall not include any adjustment to update the calendar year results, remove one-time or nonrecurring expenses, normalize billing units for weather, or any other adjustment which is typically meant to normalize or annualize a test period for ratemaking purposes (other than those limited adjustments described above).
- f) This ERS process shall terminate after rates become effective following the Company's next general rate case, unless otherwise extended by the Commission in that proceeding. If this process was not extended by the Commission in a future rate proceeding, upon notice of a new LLCS customer under Paragraph 51 of this Agreement, Staff, OPC, or the Company may request that the ERS process be reinstated. Such a request may be made outside a general rate proceeding.
- g) An illustrative calculation for a given calendar year, is attached to this Stipulation as Exhibit D and incorporated herein by this reference.
- 47. In the event that overall LLCS class kWh, as established in the most recent rate case, is not decreased for a 12-month time period, this provision shall not apply. <sup>10</sup> Notwithstanding any other provision in this Agreement, if LLCS revenues arising from energy-based LLCS charges are reduced in a calendar year due to a force majeure event, as determined by the Commission, the Company shall be entitled to defer to a regulatory asset, which is to be included in the Company's revenue requirement in the next succeeding rate case through an amortization established by the Commission over a reasonable period of years established by the Commission in that case, an

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<sup>&</sup>lt;sup>10</sup> Any kWh usage as described in the following footnote shall be included as LLCS class kWh for purposes of this calculation.

amount equal to ninety-five percent (95%) of the product of (x) the difference between the kWh used to establish revenues for that customer in the most recent general rate case in each billing month and the actual kWh used by that customer after the force majeure event due to the force majeure event, 11 and (y) the difference between the simple average of the hourly locational marginal prices during the duration of the force majeure event at the AMMO.UE (or successor) commercial pricing node and the base factor(s) from Rider FAC applicable to the force majeure period. In the event of a force majeure event Ameren Missouri shall open a docket before the Commission within five (5) business days for the conduct of discovery and any further action that the Commission finds just and reasonable. For purposes hereof, a "force majeure event" is an event not reasonably within the Company's control not due to the Company's fault that prevents the Company from receiving LLCS revenues, specifically: i) acts of God, (ii) riots or civil disturbances, (iii) blockades, insurrections, strikes, lockouts, or other disputes of similar scale, (iv) fires, explosions or floods, (v) (1) pandemics, (2) epidemics, and (3) events of quarantine arising out of pandemics or epidemics, (vi) landslides or washouts, and (vii) acts of military authorities. A "force majeure event" does not include: (i) suspension, curtailment, or otherwise intentional cessation or reduction of operations of an LLCS customer that remains solvent and (ii) bankruptcy or financial duress of an LLCS customer.

48. *Rules and Regulations*: Signatories agree to the addition of language to the Company's General Rules and Regulations that for extensions of transmission or substation facilities, any LLCS customer requesting service with substation or transmission facilities shall pay all costs associated with such extensions. These costs will not include any resulting network

<sup>&</sup>lt;sup>11</sup> In the event that an LLCS customer or its affiliate shifts, modifies, or otherwise increases its kWh usage on any rate schedule, or begins service on any other rate schedule, at the LLCS or any other location, such usage shall be netted from the amount otherwise applicable to this provision.

upgrade costs for facilities classified as transmission under the MISO Open Access Transmission Tariff. In the event MISO modifies cost allocation methodologies for network upgrade costs related to large load interconnections, nothing herein prevents the parties from proposing modifications to how Ameren Missouri allocates such costs among its retail customers. LLCS customers requesting service through substation or transmission facilities must complete payment for the extension or make suitable arrangements for installment payments, execute all required agreements associated with the requested extensions, and execute any applicable service agreements as required by the applicable rate schedule as a condition for any construction to commence.

- 49. The Signatories agree to the addition of language to the Company's General Rules and Regulations reflecting the framework of the load interconnection process that is the same as the Path to Power load interconnection process set forth in Section 2.10 of the exemplar Evergy Missouri West tariff sheet (PSC. MO. No. 1, Second Revised Sheet No. R-21 included with the Direct Testimony in File No. EO-2025-0154 of Evergy witness Bradley Lutz, with two modifications, as follows: Replace "an accredited state or regional economic development organization" with Missouri Department of Economic Development or the Company if the Company obtains accreditation as an economic development organization., and substitute "MISO" for "Southwest Power Pool ("SPP")."
- 50. If the Commission finds it appropriate to grant a variance from 20 CSR 4240-20.100 as described in the Direct Testimony of Company witness Steve Wills, the Signatories agree proof of compliance as contemplated by Senate Bill 4 (2025) and laid out in Section 393.1030.2 RSMo. shall be provided to the Commission.
  - 51. Within 30 days after the execution of any agreement relating to LLCS with a

LLCS customer, the Company will provide to the Staff the executed agreement(s) and the following information with a level of confidentiality commensurate with the confidentiality provisions in place in this docket:

- a) An updated capacity and demand forecast without the new LLCS customer.
- b) An updated capacity and demand forecast with the new LLCS customer.
- c) The boundary of Ameren Missouri's facilities serving the LLCS customer in a format supported by the State's geographic information system (GIS) software.
- d) Evidence that Ameren Missouri has completed all internal engineering studies supporting the interconnection, a description of all interconnection upgrades and interconnection facilities needed for the LLCS customer, and a complete copy of the interconnection study. The Company will also provide a copy of the construction agreement documenting all estimated costs related to interconnection of the LLCS customer and provide how those costs will be recorded on Ameren Missouri's books and records. 12
- e) To the extent known to Ameren Missouri, the LLCS customer's full corporate name and registration information, and that of any and all parent companies.

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<sup>&</sup>lt;sup>12</sup> Once booked, the Company will provide actual costs and how they have been recorded on Ameren Missouri's books and records by date, amount and FERC account, separately by labor and non-labor.

- 52. In each rate case after a LLCS customer begins taking permanent service (which will occur when the ramp period begins), the Company will provide as part of its direct case workpapers actual customer load, by hour, starting with the later of the month following the month the customer began taking permanent service or the end of the test year of a previous rate case in which the customer's load was reported through the test year used in the rate case. The Company will provide updated information through a date mutually agreed upon between the Company and the Staff (and if agreement is not reached, as ordered by the Commission) through which Staff intends to calculate billing units for its initial filing in response to the Company's rate case filing, and will in any event provide updated information through the true-up cutoff date as part of its provision of true-up data in the case. Ameren Missouri will provide such load data hourly and at 15-minute demand intervals upon request. Such information will be provided with a level of confidentiality commensurate with the confidentiality provisions in place in this docket.
- 53. Company will provide Staff and the Commission its complete response to the Level 2 NERC Alert titled *Industry Recommendation Large Load Interconnection, Study, Commissioning, and Operations.*
- 54. The parties agree the Emergency Energy Conservation Plan tariff applies to LLCS customers and these customers may be interrupted during grid emergencies under the same circumstances as any other customer.
- 55. Ameren Missouri represents it requires and will update its End-user connections document to memorialize its requirement that all large load interconnections may include high-speed disturbance data capture devices that enable measurement of harmonics and other potential impacts to the transmission system.

56. The exemplar tariff sheets attached to this Agreement as Exhibits A and B shall, upon approval of this Agreement if the agreement is unopposed, or otherwise if its terms are adopted by the Commission, be submitted as compliance tariff sheets. Notwithstanding the prior sentence, Signatories agree that there is one question that needs to be submitted to the Commission for resolution (see Paragraph 50 hereof). Signatories further agree that the resolution of that question could require modifications to the exemplar tariff sheets attached to this Agreement as Exhibit A. Signatories agree that the question should be resolved by the Commission solely based upon briefing by interested Signatories, either according to the briefing schedule set by the existing procedural schedule or such other briefing schedule as may be adopted by the Commission. If the Commission's ruling on the question requires modifications to the tariff sheets attached hereto as Exhibit A, the Signatories will collaborate on making the required changes and the Company will submit the same as compliance tariffs.

#### **GENERAL PROVISIONS**

- 1. This Agreement is being entered into solely for the purpose of settling the issues in this case explicitly set forth above. Unless otherwise explicitly provided herein, none of the Signatories to this Agreement shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any cost-of-service methodology or determination, depreciation principle or method, method of cost determination or cost allocation or revenue-related methodology. Except as explicitly provided herein, none of the Signatories shall be prejudiced or bound in any manner by the terms of this Agreement in this or any other proceeding, regardless of whether this Agreement is approved.
- 2. This Agreement is a negotiated settlement. Except as specified herein, the Signatories to this Agreement shall not be prejudiced, bound by, or in any way affected by the

terms of this Agreement: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; and/or (c) in this proceeding should the Commission decide not to approve this Agreement, or in any way condition its approval of same.

- 3. This Agreement has resulted from extensive negotiations among the Signatories, and the terms hereof are interdependent. If the Commission does not approve this Agreement unconditionally and without modification, then this Agreement shall be void and no Signatory shall be bound by any of the agreements or provisions hereof.
- 4. This Agreement embodies the entirety of the agreements between the Signatories in this case on the issues addressed herein and may be modified by the Signatories only by a written amendment executed by all of the Signatories.
- 5. If approved and adopted by the Commission, this Agreement shall constitute a binding agreement among the Signatories.
- 6. If the Commission does not approve this Agreement without condition or modification, and notwithstanding the provision herein that it shall become void, (1) neither this Agreement nor any matters associated with its consideration by the Commission shall be considered or argued to be a waiver of the rights that any Signatory has for a decision in accordance with § 536.080 or Article V, Section 18 of the Missouri Constitution, and (2) the Signatories shall retain all procedural and due process rights as fully as though this Agreement had not been presented for approval, and any suggestions, memoranda, testimony, or exhibits that have been offered or received in support of this Agreement shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any purpose whatsoever.

7. If the Commission accepts the specific terms of this Agreement without condition

or modification, only as to the issues in these cases that are settled by this Agreement explicitly

set forth above, the Signatories each waive their respective rights to present oral argument and

written briefs pursuant to § 536.080.1, their respective rights to the reading of the transcript by the

Commission pursuant to § 536.080.2, their respective rights to seek rehearing pursuant to §

536.500, and their respective rights to judicial review pursuant to § 386.510. This waiver applies

only to a Commission order approving this Agreement without condition or modification issued

in this proceeding and only to the issues that are resolved hereby. It does not apply to any matters

raised in any prior or subsequent Commission proceeding nor any matters not explicitly addressed

by this Agreement.

WHEREFORE, the undersigned Signatories respectfully request the Commission to

issue an order approving the Agreement subject to the specific terms and conditions contained

therein.

Dated: 11/19/2025

Respectfully submitted,

/s/ James B. Lowery

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# ATTORNEYS FOR EVERGY MISSOURI METRO AND EVERGY MISSOURI WEST

## **CERTIFICATE OF SERVICE**

The undersigned certifies that true and correct copies of the foregoing was served on the Staff of the Missouri Public Service Commission and the Office of the Public Counsel via electronic mail (e-mail) on this 20th day of November, 2025.

/s/ James Lowery
James Lowery

## ELECTRIC SERVICE

PPLYING TO	MIS	SOURI	SERVICE	AREA				
С	ANCELLING MO.P.S.C. SCHEDULE NO.	6	_	6t]	h Revised	SHEET NO.	61	
	MO.P.S.C. SCHEDULE NO.	6	_	7t]	h Revised	SHEET NO.	61	

## SERVICE CLASSIFICATION NO. 11(M) LARGE PRIMARY SERVICE RATE

## \*RATE BASED ON MONTHLY METER READINGS

Summer Rate (June through September) (1)		
Customer Charge - per month		\$412.66
Low-Income Pilot Program Charge - per month		\$ 291.99
Energy Charge - per kWh		4.06¢
Demand Charge - per kW of Billing Demand		\$ 23.90
Reactive Charge - per kVar		44.81¢
Winter Rate (October through May) (1)		
Customer Charge - per month		\$412.66
Low-Income Pilot Program Charge - per month		\$ 291.99
Energy Charge - per kWh		3.71¢
Demand Charge - per kW of Billing Demand		\$ 10.63
Reactive Charge - per kVar		44.81¢
Optional Time-of-Day Adjustments		
Energy Adjustment - per kWh	On-Peak	Off-Peak
	Hours(2)	Hours(2)
Summer kWh (June-September)(1)	+0.64¢	-0.37¢
Winter kWh (October-May)(1)	+0.29¢	-0.17¢

- (1) Refer to General Rules and Regulations, V. Billing Practices, Section A. Monthly Billing Periods, for specific applicability.
- (2) On-peak and off-peak hours applicable herein shall be as specified within this service classification.

\*Indicates Change.

Issued	l pursuant to the Order of	the Mo.P.S.C. in Case No. ER	-2024-0319.
DATE OF ISSUE	May 2, 2025	DATE EFFECTIVE	June 1, 2025
ISSUED BY	Mark C. Birk	 Chairman & President	St. Louis, Missouri
	NAME OF OFFICER	TITLE	ADDRESS

## **ELECTRIC SERVICE**

**EXHIBIT A** 

PPLYING TO	MIS	SOURI	SERVICE	AREA				
C	ANCELLING MO.P.S.C. SCHEDULE NO	6	-		2nd	Revised	SHEET NO.	61.1
	MO.P.S.C. SCHEDULE NO.	6	-		3rd	Revised	SHEET NO.	61.1

## SERVICE CLASSIFICATION NO. 11(M) LARGE PRIMARY SERVICE RATE (Cont'd.)

#### RATE BASED ON MONTHLY METER READINGS (Cont'd.)

<u>Fuel and Purchased Power Adjustment (Rider FAC)</u> Applicable to all metered kilowatthours (kWh) of energy.

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

\* Renewable Energy Standard Rate Adjustment Mechanism (Rider RESRAM) Applicable to all metered kilowatt-hours (kWh) of energy.

 $\underline{\text{Payments}}$  Bills are due and payable within twenty-one (21) days from date of bill and become delinquent thereafter.

Term of Use One (1) year, terminable thereafter on three (3) days' notice.

<u>Tax Adjustment</u> Any license, franchise, gross receipts, occupation or similar charge or tax levied by any taxing authority on the amounts billed hereunder will be so designated and added as a separate item to bills rendered to customers under the jurisdiction of the taxing authority.

\* Indicates Addition.

DATE OF ISSUE _	April 29, 2019	DATE EFFECTIVE _	May 29, 2019
ISSUED BY	Michael Moehn	President	St. Louis, Missouri

## **ELECTRIC SERVICE**

EXHIBIT A

APPLYING TO	MIS	SOURI	SERVICE	AREA			
C	ANCELLING MO.P.S.C. SCHEDULE NO	6			Original	SHEET NO.	61.2
	MO.P.S.C. SCHEDULE NO.	6			1st Revised	SHEET NO.	61.2

## SERVICE CLASSIFICATION NO. 11(M) LARGE PRIMARY SERVICE RATE (Cont'd.)

#### 1. RATE APPLICATION

The rate shall be applicable, at customer's request, to all service at a primary voltage or higher, provided customer agrees to a minimum monthly billing demand of 5,000 kilowatts.

#### 2. CHARACTER OF SERVICE SUPPLIED

Company will specify and supply a standard three-phase alternating current primary service voltage. Where Company supplies service at 34.5 kV or higher, the appropriate adjustments under Rider B will apply.

#### \*3. CUMULATION OF SERVICES

Service provided through multiple meters to the same customer on the same premises and cumulated for billing purposes under this Service Classification may continue to receive such billing under the provisions of Rules and Regulations, Billing Practices, Non-Standard Service. Unless otherwise required for Company's engineering or other reasons, any additional services installed at customer's request and agreed to by Company will not be cumulated or otherwise combined for billing purposes with any other service supplied to customer except under the following conditions:

- A. Where Company provides more than one service to a single premises from a single Company-owned substation located on customer's premises and provides no additional distribution facilities beyond the substation, all service taken directly from the substation may be cumulated, or
- B. Where Company provides more than one service to a single set of customer-owned metal-clad switchgear, the services provided to that switchgear may be cumulated.

When cumulation occurs under either A or B above, the monthly peak demand will be determined for each service individually and then summed for applying Service Classification No. 11M Large Primary Service rates.

## 4. DEMAND METERS

Company will install demand meters for the measurement of demands.

Issued pursuant to the Order of the Mo.P.S.C. in Case No. ER-2021-0240.

DATE OF ISSUE February 14, 2022 DATE EFFECTIVE February 28, 2022

ISSUED BY Mark C. Birk Chairman & President St. Louis, Missouri

NAME OF OFFICER TITLE

<sup>\*</sup>Indicates Change.

## **ELECTRIC SERVICE**

**EXHIBIT A** 

MO.P.S.C. SCHEDULE NO.	6	_	2n	d Revised	SHEET NO.	61.3
CANCELLING MO.P.S.C. SCHEDULE NO.	6	_	1s	t Revised	SHEET NO.	61.3
PPLYING TO MTS	SOURT	SERVICE A	AREA			

## SERVICE CLASSIFICATION NO. 11(M) LARGE PRIMARY SERVICE RATE (Cont'd.)

#### \*5. BILLING DEMAND

The Billing Demand in any month will be the highest demand established during peak hours or 50% of the highest demand established during off-peak hours, whichever is highest during the month, but in no event less than 5,000 kW.

Peak hours and off-peak hours are defined as follows:

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

Off-Peak hours: All other hours including the entire

24 hours of the following days:

New Year's Day Independence Day Thanksgiving Friday
Good Friday Labor Day Christmas Eve Day
Memorial Day Thanksgiving Day Christmas Day

All times stated above apply to the local effective time.

#### 6. REACTIVE CHARGE

The charge specified in this rate shall be applicable to the kilovars by which the customer's average metered kilovars exceed the customer's kilovars at an average power factor of 90% lagging during the billing period. Such average kilovar billing units shall be determined in accordance with the following formula:

$$kVar = \left(\frac{kVarh}{kWh} - 0.4843\right) (kW)$$

where:

kVar = kilovar billing units
kVarh = metered kilovar-hours
kWh = metered kilowatt-hours
kW = metered kilowatts
0.4843 = kilovar requirement at
90% lagging power factor.

Where in the Company's judgment application of the above formula would not be appropriate to full or partial self-generation customers, an alternative agreement, between Company and customers, for the payment of reactive supply facilities may be substituted for said formula.

\*Indicates Reissue.

Issued pursuant to the Order of the Mo.P.S.C. in Case No. ER-2021-0240.

DATE OF ISSUE February 14, 2022 DATE EFFECTIVE February 28, 2022

ISSUED BY Mark C. Birk Chairman & President St. Louis, Missouri NAME OF OFFICER TITLE ADDRESS

### **ELECTRIC SERVICE**

**EXHIBIT A** 

APPLYING TO	MIS	SOURI	SERVICE	AREA				
C	ANCELLING MO.P.S.C. SCHEDULE NO	6			1st	Revised	SHEET NO.	61.4
	MO.P.S.C. SCHEDULE NO.	6			2nd	Revised	SHEET NO.	61.4

## SERVICE CLASSIFICATION NO. 11(M) LARGE PRIMARY SERVICE RATE (Cont'd.)

#### \*7. OPTIONAL TIME-OF-DAY (TOD) SERVICE

Applicable at customer's option for all Large Primary Service usage, subject to the following provisions:

- a. If advanced metering is not present, Customer shall be transferred to this TOD rate option effective with TOD meter installation and transferred from this TOD rate option to the applicable non-TOD rate after the meter is removed.
- b. Customer electing this TOD option, shall remain on said option for a minimum period of twelve (12) months, provided however, that customer may discontinue this option within the first ninety (90) days thereunder subject to the continued payment of the TOD customer charge, in lieu of any other customer charge, for the full twelve (12) month term of this option.
- c. Any customer canceling this TOD option cannot thereafter resume billing under said option for a period of one year following the last billing period on the TOD option.

### 8. NON-APPLICABILITY

New customers with a monthly demand reasonably expected to reach or exceed seventy-five megawatts (75 MW) cannot receive service under this rate. Existing customers under this rate as of the Effective Date of the Large Load Customer Service rate may continue to take service under this rate, except that any expansion of such customer's load by seventy-five megawatts (75 MW) or greater shall be subject to the Large Load Customer Service rate.

## 9. GENERAL RULES AND REGULATIONS

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

Issued	pursuant to the Order of	the Mo.P.S.C.	in Case No. ER	-2021-0240.	
DATE OF ISSUE	February 14,	2022	DATE EFFECTIVE _	February 28,	2022
ISSUED BY	Mark C. Birk	Chairman	& President	St. Louis,	Missouri

NAME OF OFFICER TITLE ADDRESS

UNION ELECTRIC COMPANY	ELECTRIC SERVICE	EXHIBIT A
		14/81111111 /

MO.P.S.C. SCHEDULE NO.	6			2nd	Revised	SHEET NO.	61.4
CANCELLING MO.P.S.C. SCHEDULE NO.	6			1st	Revised	SHEET NO.	61.4
APPLYING TO MIS	SOURI	SERVICE	AREA				

\* Indicates Reissue.

Issued pursuant to the Order of the Mo.P.S.C. in Case No. ER-2021-0240.

DATE OF ISSUE February 14, 2022 DATE EFFECTIVE February 28, 2022

ISSUED BY Mark C. Birk Chairman & President St. Louis, Missouri ADDRESS

**EXHIBIT A** 

	COMPANY	ELECTRIC SERVI	_		EXHIBIT A
	MO.P.S.C. SCHEDULE NO	6		1st Revised	SHEET NO61
CANCELLII	NG MO.P.S.C. SCHEDULE NO	6		Original	SHEET NO. 61
PLYING TO	MI	SSOURI SERVICE	AREA		
		ICE CLASSIFICATION E LOAD CUSTOMER			
RATE BASED O	N MONTHLY METER REA	ADINGS			
Custon	er Charge - per mo	onth			\$ 412.66
Low-In	come Pilot Program	n Charge - per mo	nth		\$ 291.99
Reacti	ve Charge - per kV	ar			44.81¢
Standard Rate	es_				
Summer Rate	 (June through Sep	tember)			
Energy	Charge - per kWh				4.06¢
Demand	Charge - per kW c	of Billing Demand			\$ 22.43
Winter Rate	(October through	May)			
Energy	Charge - per kWh				3.71¢
Demand	l Charge - per kW c	of Billing Demand			\$ 10.66
	Season Demand and S		gy Rates	s ("Alternate 1	Rates")
Summer Rate			gy Rates	s ("Alternate 1	Rates")
Summer Rate Energy	(June through Aug		gy Rates	s ("Alternate )	Rates") 6.16¢
Summer Rate Energy	(June through Aug Charge - per kWh		y Rates	s ("Alternate 1	
Summer Rate Energy	(June through Aug Charge - per kWh On-Peak kWh	ust)		s ("Alternate 1	6.16¢
Summer Rate Energy	(June through Aug Charge - per kWh On-Peak kWh	ust) of Billing Demand		s ("Alternate 1	6.16¢ 3.24¢
Summer Rate  Energy  Demand	(June through Aug Charge - per kWh On-Peak kWh Off-Peak kWh Charge - per kW c	ust) of Billing Demand		s ("Alternate 1	6.16¢ 3.24¢
Summer Rate  Energy  Demand	(June through Aug Charge - per kWh On-Peak kWh Off-Peak kWh Charge - per kW o	ust) of Billing Demand		s ("Alternate 1	6.16¢ 3.24¢
Summer Rate  Energy  Demand	(June through Aug Charge - per kWh On-Peak kWh Off-Peak kWh Charge - per kW c (September through Charge - per kWh	ust) of Billing Demand		s ("Alternate )	6.16¢ 3.24¢ \$ 22.43
Summer Rate  Energy  Demand  Fall Rate  Energy	(June through Aug Charge - per kWh On-Peak kWh Off-Peak kWh Charge - per kW c (September throug Charge - per kWh On-Peak kWh	ust) of Billing Demand h November)		s ("Alternate 1	6.16¢ 3.24¢ \$ 22.43
Summer Rate  Energy  Demand  Fall Rate  Energy	(June through Aug Charge - per kWh On-Peak kWh Off-Peak kWh Charge - per kW o (September throug Charge - per kWh On-Peak kWh	ust)  of Billing Demand  h November)  of Billing Demand		s ("Alternate )	6.16¢ 3.24¢ \$ 22.43 4.13¢ 2.98¢
Summer Rate Energy  Demand  Fall Rate Energy  Demand	(June through Aug Charge - per kWh On-Peak kWh Off-Peak kWh Charge - per kW o (September through Charge - per kWh On-Peak kWh Off-Peak kWh	ust)  of Billing Demand  h November)  of Billing Demand		s ("Alternate )	6.16¢ 3.24¢ \$ 22.43 4.13¢ 2.98¢
Summer Rate Energy  Demand  Fall Rate Energy  Demand	(June through Aug Charge - per kWh On-Peak kWh Off-Peak kWh Charge - per kW c (September through Charge - per kWh On-Peak kWh Off-Peak kWh Charge - per kW c	ust)  of Billing Demand  h November)  of Billing Demand		s ("Alternate )	6.16¢ 3.24¢ \$ 22.43 4.13¢ 2.98¢

**ELECTRIC SERVICE** 

**EXHIBIT A** 

CANCELLING MO.P.S.C. SCHEDULE NO. 6	Original	SHEET NO.	61.5
APPLYING TO MISSOURI SER	VICE AREA		

## SERVICE CLASSIFICATION NO. 11(M) LARGE LOAD CUSTOMER SERVICE RATE (Cont'd.)

### RATE BASED ON MONTHLY METER READINGS (Cont'd)

Demand Charge - per kW of Billing Demand \$ 17.58

Spring Rate (March through May)

Energy Charge - per kWh

On-Peak kWh 3.60¢
Off-Peak kWh 2.89¢

Demand Charge - per kW of Billing Demand \$ 9.16

Time-of-Use Periods

Alternate Rate Seasons:

Spring - March Through May

Summer - June through August

Fall - September through November

Winter - December through February

On-Peak/Off-Peak Energy Charge Periods applicable herein are:

All Seasons (Summer, Fall, Winter, Spring)

On-Peak hours - 9:00 A.M. to 9:00 P.M., All days

Off-Peak hours - 9:00 P.M. to 9:00 A.M., All days

 $\label{lem:con-peak} \mbox{On-Peak} \mbox{ Periods for both Standard and Alternate Rates applicable herein are:}$ 

## All Seasons

On-Peak hours - 6:00 A.M. to 10:00 P.M., All days Off-Peak hours - 10:00 P.M. to 6:00 A.M., All days

Service Voltage for Large Load Customer Service: 115 kV or greater

 $\underline{\text{Fuel}}$  and  $\underline{\text{Purchased Power Adjustment (Rider FAC)}}$  Applicable to all metered kilowatthours (kWh) of energy.

Issued	pursuant t	o the Orde	r of the Mo.P.S.C.	in Case No. ER	-2019-0335.
DATE OF ISSUE	1	March 18,	2020	DATE EFFECTIVE _	April 1, 2020
ISSUED BY	Martin	J. Lyons	Chairman	& President	St. Louis, Missouri

NAME OF OFFICER TITLE ADDRESS

**EXHIBIT A** 

MO.P.S.C. SCHEDULE NO.	6			1st Revised	SHEET NO.	61.5
CANCELLING MO.P.S.C. SCHEDULE NO.	6			Original	SHEET NO.	61.5
APPLYING TO MIS	SOURI	SERVICE	AREA			

Energy Efficiency Investment Charge (Rider EEIC) Applicable to all metered kilowatthours (kWh) of energy excluding kWh of energy supplied to customers that have satisfied the opt-out provisions of Section 393.1075, RSMo.

Renewable Energy Standard Rate Adjustment Mechanism (Rider RESRAM) Applicable to all metered kilowatt-hours (kWh) of energy.

<u>Securitized Utility Tariff Rider (Rider SUR)</u> Applicable to all metered kilowatthours (kWh) of energy.

 $\underline{\text{Cost Stabilization Rider (Rider CSR)}}$  Applicable to all metered kilowatt-hours (kWh) of energy.

<u>Tax Adjustment</u> Any license, franchise, gross receipts, occupation, or similar charge or tax levied by any taxing authority on the amounts billed hereunder will be so designated and added as a separate item to bills rendered to customers under the jurisdiction of the taxing authority.

<u>Payments</u> Large Load Customer bills are due and payable within thirty (30) days from date of bill and become delinquent thereafter.

Term of Use One (1) year, terminable thereafter on three (3) days' notice.

#### 1. RATE APPLICATION

Service under this rate is required for (i) any new facility beginning service after the effective date of the tariff sheets for Large Load Customer Service (the "Effective Date") with a peak load forecast reasonably expected to be equal to or in excess of a monthly maximum demand of seventy- five megawatts (75 MW) at any time during the Term or Extension Term; or (ii) any existing customers, who expand such that, after the Effective Date, have a monthly maximum demand that is reasonably expected to exceed their pre-existing demand by seventy-five megawatts (75 MW), then this rate shall be applicable to the expansion load.

For the purpose of determining applicability of this rate, Company may exercise its discretion to aggregate premises served at a distribution voltage premises based on factors including, but not limited to, multiple premises with common owner(s) or a common parent company, or multiple premises sharing one or more of the following: common ownership, common local electrical infrastructure, physical layout, character of service, end use, and common control.

### CHARACTER OF SERVICE SUPPLIED

Company will specify and supply service at a voltage of 115 kV or greater. Where the customer will own or otherwise bear financial responsibility for construction and operation of the distribution substation. LLCS customer premises (also referred to herein as a facility) shall generally mean a single point of interconnection, though the Company and customer may use multiple meters if determined appropriate. The Company maintains full discretion to evaluate whether multiple meters or premises may or may not be aggregated for purposes of the application of this rate, and in its sole reasonable discretion may require multiple meters or premises, including premises served at distribution voltages, to be considered an aggregate load that shall take service under this rate.

Issued	pursuant to the Order	of the Mo.P.S.C. in	Case No. ER-	-2019-0335.
DATE OF ISSUE	March 18,	2020 D	ATE EFFECTIVE _	April 1, 2020
ISSUED BY	Martin J. Lyons	Chairman &	President	St. Louis, Missouri
	NAME OF OFFICER	TITL	<b>C</b>	ADDRESS

## **ELECTRIC SERVICE**

**EXHIBIT A** 

APPLYING TO	MIS	SOURI	SERVICE	AREA			
C	CANCELLING MO.P.S.C. SCHEDULE NO	6			Original	SHEET NO.	61.5
	MO.P.S.C. SCHEDULE NO.	6			1st Revised	SHEET NO.	61.5

#### 3. METERING EXPANSION LOAD

For customer facilities taking service under this rate due to expansion, the Company may install metering equipment necessary to measure the incremental load subject to this rate. The Company reserves the right to make the determination of whether such load will be separately metered or sub-metered. If the Company determines that the nature of the expansion is such that either separate metering or sub- metering is impractical or economically infeasible, the Company will determine, based on historical usage, what portion of the Customer's load in excess of the monthly baseline, if any, will be subject to this rate and the LLCS Service Agreement.

#### 4. BILLING DEMAND

The billing demand in any month will be the highest demand established during on-peak hours or fifty percent (50%) of the highest demand established during off-peak hours, whichever is highest during the month, but in no event less than eighty percent (80%) of the Contract Capacity specified in the LLSC Service Agreement ("Minimum Billing Demand").

#### 5. REACTIVE CHARGE

The charge specified in this rate shall be applicable to the kilovars by which the customer's average metered kilovars exceed the customer's kilovars at an average power factor of ninety percent (90%) lagging during the billing period. Such average kilovar billing units shall be determined in accordance with the following formula:

where:

kVar = kilovar billing units

kVarh = metered kilovar-hours
kWh = metered kilowatt-hours
kW = metered kilowatts
0.4843 = kilovar requirement at a

90% lagging power factor.

Where in the Company's judgment application of the above formula would not be appropriate to full or partial self-generation customers, an alternative agreement, between Company and customers, for the payment of reactive supply facilities may be substituted for said formula.

### 6. ALTERNATE 4 SEASON DEMAND AND TIME-OF-USE ENERGY RATES

At customer's election made in the manner specified below, the Alternate Rates will be used for billing a customer's energy consumption in lieu of the Standard Rates for energy and demand, except that, any customer that expects to operate at an annual load factor lower than seventy-five percent (75%), or that fails to maintain a load factor of 75% during the term of the LLCS Service Agreement determined as provided for below, shall, post-the Ramp Period provided for in Section 9 of this rate, be subject to mandatory application of the Alternate Rates in lieu of the Standard Rate[s] for energy and demand.

To elect service under time-based energy charges, a customer must, at any time during the Term or any Extension Term in their LLCS Service Agreement, give written notice to the Company sixty (60)-days or more prior to the date the customer's notice is to take effect. The election shall take effect on the first day of the calendar month following 60 days after the notice was given.

Issue	d pursuant to the Order	of the Mo.P.S.C. in Case No. EF	R-2019-0335.
DATE OF ISSU	JE March 18,	2020 DATE EFFECTIVE	April 1, 2020
ISSUED BY	Martin J. Lyons	Chairman & President	St. Louis, Missouri
	NAME OF OFFICER	TITLE	ADDRESS

## **ELECTRIC SERVICE**

**EXHIBIT A** 

APPLYING TO	MISS	OURI	SERVICE	AREA			
C	ANCELLING MO.P.S.C. SCHEDULE NO.	6			Original	SHEET NO.	61.5
	MO.P.S.C. SCHEDULE NO	6			1st Revised	SHEET NO.	61.5

Whether a customer failed to maintain a load factor of 75% for any given year shall be determined by the Company based on a review of that year's energy consumption and demand data, with such review to occur annually based on the most recently-completed year of the Term or Extension Term. Should the Company's review determine that the customer failed to maintain of load factor of 75% for the year in question, Company will notify the customer in writing that prospective billings will be based on time-based energy and demand charges until such time as customer maintains a load factor of 75% for a full year as determined in the annual review process described above.

#### 7. CUMULATION OF SERVICES

For a Large Load Customer that, in Company's judgment, requires multiple points of service for an individual premises, the individual meters will be combined prior to determining the demand applicable to billing.

#### 8. ELECTRIC SERVICE AGREEMENT

Customers receiving service under this rate are required to enter in a written service agreement (the "LLCS Service Agreement") that specifies certain provisions of their electric service, including Contract Capacity. Which of Riders CEC, RPS-LLC, CCAP, and NEC that are applicable to customer's service will be specified in an exhibit attached to the LLCS Service Agreement, which may be periodically amended subject to the mutual agreement of the Company and customer to reflect customer's participation in such Company-offered programs. LLCS Service Agreements must be consistent with approved tariffs applicable to Large Load Customers.

#### 9. SERVICE TERM

Customers to which this rate applies shall take service for a minimum term that includes up to five (5) years of an optional transitional load ramp period ("Load Ramp" or "Ramp Period") plus twelve (12) years (the "Term"). The Term shall commence on the date permanent service begins, or as set forth in the LLCS Service Agreement. During the transitional Ramp Period, the customer's maximum load may be lower than seventy-five megawatts (75 MW). Specific details of the customer's Load Ramp may be addressed in the LLCS Service Agreement. Unless otherwise mutually agreed in the LLCS Service Agreement, the LLCS Service Agreement will automatically extend for periods of five years ("Extension Term") at the end of the Term or any Extension Term, unless either party to the LLCS Service Agreement provides at least thirty-six (36) months' written notice to the other party prior to the end of the Term or any Extension Term or its intent not to renew the LLCS Service Agreement, or of its intent to renew the LLCS Service Agreement for the Extension Term at a reduced Contract Capacity. A customer providing notice of non-extension will remain subject to the Exit Fee and Early Termination Fee based upon the remainder of the Term or Extension Term to the extent applicable under the customer's LLCS Service Agreement, provided that so long as timely written notice is given and the notifying customer continues its service for the remaining Term or Extension Term, as applicable, no Exit Fee or Early Termination Fee shall apply. Service shall remain in effect throughout the Term and any Extension Term unless cancelled, modified, or terminated in writing and pursuant to the terms of Schedule LLCS or the LLCS Service Agreement, or the customer changes to another applicable Company rate schedule pursuant to the terms of this rate.

### 10. CONTRACT CAPACITY

The LLCS Service Agreement will include a Contract Capacity schedule specifying the customer's forecasted annual peak load requirement for the post-Ramp Period of the Term during on-peak hours. The Contract Capacity schedule shall also specify the peak load requirement for each quarter during the Load Ramp during on-peak hours, if any. The LLCS Service Agreement will set out expected off-peak demand if off-peak

Issued	pursuant to the Order	of the Mo.P.S.C. in Case No. ER	-2019-0335.
DATE OF ISSUE	March 18,	2020 DATE EFFECTIVE	April 1, 2020
ISSUED BY	Martin J. Lyons	Chairman & President	St. Louis, Missouri
	NAME OF OFFICER	TITLE	ADDRESS

## **ELECTRIC SERVICE**

**EXHIBIT A** 

APPLYING TO	MISS	SOURI	SERVICE	AREA			
C	CANCELLING MO.P.S.C. SCHEDULE NO	6			Original	_ SHEET NO.	61.5
	MO.P.S.C. SCHEDULE NO	6			1st Revised	SHEET NO.	61.5

demand is expected to be greater than Contract Capacity. Unless otherwise agreed by the parties, the Contract Capacity during any Extension Term shall be the same as the Contract Capacity for the last year of the Term immediately preceding Term or Extension Term, as applicable.

#### 11. MAXIMUM DEMAND

Customer has an affirmative obligation to provide an updated peak demand forecast for each quarter of the upcoming year to provide the best current estimate of its peak demand by September 1<sup>st</sup> of each year. Customer is not authorized to exceed its Contract Capacity in any period, except (i) if the customer specifically requests authorization from Company to exceed the Contract Capacity for a limited time period, and (ii) Company verifies that such exceedance will not result in any reliability impacts. Company will provide Staff notification of any approved exceedance within five (5) business days after the approval is given, and of any cost impacts of any approved exceedance within forty-five (45) days.

#### 12. PERMISSIBLE CAPACITY REDUCTION

A customer taking service under this rate may request to reduce the Contract Capacity during the Term or any Extension Term, with the effective date of any such reduction occurring at any time in the Term by up to twenty (20) percent of the Contract Capacity ("Permissible Capacity Reduction"), in total, without charge for such reduction. To do so, the customer must provide the Company at least twenty-four (24)-months' prior written notice.

In addition, the customer may request to reduce its Contract Capacity beyond the Permissible Capacity Reduction, with the effective date of any such reduction occurring at any time after the first five (5) years of the Term by giving the Company at least twenty-four (24) months' written notice prior to the beginning of the year for which the reduction is sought, subject to payment of a Capacity Reduction Fee. The Capacity Reduction Fee shall be calculated as two times the difference between (a) the nominal value of the Minimum Monthly Bill using the Contract Capacity specified in the customer's LLCS Service Agreement minus (if applicable) the Permissible Capacity Reduction, times the number of months remaining in the Term or Extension Term, or for sixty (60) months, whichever is lesser, and (b) the nominal value of the Minimum Monthly Bill following such a reduction in capacity, times the number of months remaining in the Term or Extension Term, or for sixty (60) months, whichever is lesser. For avoidance of doubt, nothing in this Paragraph 12 limits the right of the customer to reduce its Contract Capacity upon thirty-six (36) months' written notice before the end of the Term or Extension Term as permitted by Section 9.

The Company will use reasonable efforts to mitigate the Capacity Reduction Fee amount owed by the customer. The Company shall invoice the customer no earlier than ninety (90) days prior to the date the customer has indicated the capacity reduction will occur for any unmitigated amounts of the Capacity Reduction Fee based on the calculation described above, provided that to the extent the Company is able to sell the difference between the Minimum Demand at the original Contract Capacity and the Minimum Demand at the reduced Contract Capacity post-such a capacity reduction into the Midcontinent Independent System Operator capacity market, Company shall refund the proceeds of such capacity sales (net of all wholesale market costs to do so) to customer annually for a period equal to the lesser of (i) the remainder of the Term or Extension Term, as applicable, or (ii) sixty (60 months) post-the date such a capacity reduction occurred, and provided further that the total refunds to customer shall not exceed the Capacity Reduction Fee.

Issued	pursuant to the Order	of the Mo.P.S.C. in Case No. El	R-2019-0335.
DATE OF ISSUE	March 18,	2020 DATE EFFECTIVE	April 1, 2020
ISSUED BY	Martin J. Lyons	Chairman & President	St. Louis, Missouri
	NAME OF OFFICER	TITLE	ADDRESS

### **ELECTRIC SERVICE**

**EXHIBIT A** 

APPLYING TO	MIS	SOURI	SERVICE	AREA			
CANCE	ELLING MO.P.S.C. SCHEDULE NO.	6			Original	SHEET NO.	61.5
	MO.P.S.C. SCHEDULE NO.	6			1st Revised	SHEET NO.	61.5

The customer shall pay the Capacity Reduction Fee within thirty (30) days of the date it receives an invoice from the Company for the fee. To the extent the customer seeks to reduce its Contract Capacity on less notice, and the Company can reasonably reassign Contract Capacity to another large load customer, the Company in its sole reasonable discretion may agree to a variance from these provisions. Any notice to reduce capacity is irrevocable once given by the customer unless the Company in its sole reasonable discretion determines that it can accommodate a revocation of such notice. Any capacity reduction is permanent for the Term and any Extension Term, and any request by the customer to reinstate such capacity will be subject the interconnection process described in Section P of the Distribution System Extensions provisions of the Company's General Rules and Regulations.

#### 13. TERMINATION

In order to terminate before the end of the Term or any Extension Term, the customer must deliver a written notice (a "Termination Notice") to Ameren Missouri not less than twenty-four (24) months prior to the effective date of the termination specified in the Termination Notice (the "Termination Date"). If a customer terminates its service under its Service Agreement pursuant to this Section 13 during the Ramp Period, the customer shall pay to Ameren Missouri an Exit Fee (the "Exit Fee") in an amount equal to the applicable Minimum Monthly Bill multiplied by the number of months in the remaining term of the Load Ramp period plus sixty (60) calendar months.

If the customer terminates its service under its LLCS Service Agreement pursuant to this Section 13 after the Ramp Period, the Customer shall pay to Ameren Missouri an Exit Fee in an amount equal to the applicable Minimum Monthly Bill multiplied by the lesser of (x) a period of sixty (60) calendar months or (y) the number of months in the remaining Term or Extension Term (such lesser period, the ("Termination Fee Period").

An additional fee shall apply if the customer seeks to terminate with less than twenty-four (24)-months' notice (the "Early Termination Fee"). In such case, the Early Termination Fee shall be equal to two (2) times the nominal value of the applicable Minimum Monthly Bill times the number of months less than the twenty-four (24)-months' notice required for termination. The Large Load Customer shall pay to Ameren Missouri the Exit Fee and, if applicable, the Early Termination Fee promptly, and in any event not more than thirty (30) days, after the Termination Date, by wire transfer of immediately available federal funds to an account located in the United States as Ameren Missouri may specify by notice.

Commencing on the date of delivery of the Termination Notice, Company shall use commercially reasonable efforts to mitigate the amount of the Exit Fee, which efforts are expressly limited to (i) during the Termination Fee Period, Company selling wholesale capacity (net of all wholesale market costs to do so), up to the Minimum Demand in the applicable Midcontinent Independent System Operator markets or via bilateral transactions, at such times and in such amounts as Company may determine, and (ii) until the Termination Date, Company seeking LLCS customers to whom it would provide bundled retail electric service, up to the Minimum Demand, to one or more other Large Load Customers (if available) pursuant to an LLCS Service Agreement with such customers. For purposes hereof, the "Refund Amount" is the aggregate net amount received by Company in connection with clauses (i) and (ii) in the preceding sentence. Within thirty (30) days after December 31 of each calendar year during the Termination Fee Period, Company shall pay to the customer the portion of the Refund Amount received by Company during such calendar year, by wire transfer of immediately available federal funds to an account located in the United States as the customer may specify by notice; provided that in no event shall the Refund Amount exceed the Termination Fee. If customer qualifies for a different rate schedule (other than Company Service Classifications  $2\,(M)$ ,  $3\,(M)$ ,  $4\,(M)$  and the

Issued	pursuant to the Order	of the Mo.P.S.C. in Case No. EF	R-2019-0335.
DATE OF ISSUE	March 18,	2020 DATE EFFECTIVE	April 1, 2020
ISSUED BY	Martin J. Lyons	Chairman & President	St. Louis, Missouri
1330ED B1	NAME OF OFFICER	TITLE	ADDRESS

## **ELECTRIC SERVICE**

**EXHIBIT A** 

APPLYING TO	MIS	SOURI	SERVICE	AREA			
(	CANCELLING MO.P.S.C. SCHEDULE NO	6			Original	SHEET NO.	61.5
	MO.P.S.C. SCHEDULE NO.	6		-	1st Revised	SHEET NO.	61.5

non-Large Load Customer Service provisions of 11(M)), it may elect to change to such schedule so long as it meets the requirements therein.

#### 14. INTERIM CAPACITY ADJUSTMENT

If the Company determines that the customer's load cannot be served by the Company's existing system capabilities, the Company may enter into specific market contract agreements to provide the necessary capacity requirements of the customer until sufficient system capacity may be supplied by the Company. The customer and the Company must mutually agree on the terms for the interim capacity procured by the Company pursuant to an Interim Capacity Agreement. The customer shall be subject to an additional demand charge calculated according to the terms of the Interim Capacity Agreement, with customer responsible for the full costs thereof and the terms of the Interim Capacity Agreement.

#### 15. MINIMUM MONTHLY BILL

Customers taking service under this rate shall be subject to a Minimum Monthly Bill which shall consist of the sum of each of the following charges and shall apply in addition to any energy-based charges paid by customer:

- i. Demand Charge (with minimum monthly demand set at 80 percent of the Contract Capacity ("Minimum Demand"));
- ii. Customer Charge (metering, billing, customer support);
- iii. Low-Income Pilot Program Charge
- vi. Other Demand-Based Riders approved by the Commission in the future; and
- v. The Cost Stabilization Rider, with minimum monthly demand set at the Minimum Demand.

#### 16. COST STABILIZATION RIDER

Schedule LLCS customers eligible to receive service under the Company's Economic Development Rider will be subject to the Cost Stabilization Rider ("CSR"), an adjustment clause designed to ensure recovery of costs incurred to serve customer to which this rate applies. The CSR shall be applied consistent with the Missouri Economic Development Rider statute. The CSR shall be calculated based on comparing the customer's estimated base rate revenue and estimated final bill revenue prior to applying Rider CEC. Estimated base rate revenue shall be the revenue produced by all applicable base rate and riders other than Riders CEC, RSP-LLC, CCAP, and NEC and the estimated final bill revenue shall be the base rate revenue plus any applicable rate discounts, such as an approved economic development rate. Should the customer's estimated final bill revenues fall below the customer's estimated base rate revenue, an amount, expressed in a dollar per kW (\$/kW) charge, will be added to the customer billing through this charge. The CSR shall be customer-specific and memorialized in the LLCS Service Agreement. This comparison shall be completed annually. The CSR shall not be subject to any related Economic Development Rider discount. Making the CSR non-bypassable ensures that customers are substantially covering the cost to serve them in their tariffed rates or any other voluntary riders in which the customer enrolls.

The CSR shall not be subject to any related Economic Development Rider discount.

#### 17. CUSTOMER CREDITWORTHINESS

- (1) For a customer falling within the category reflected in subsection (6) below:
- (1) The customer, or (2) the entity who owns the facility where the customer takes

Issue	ed pursuant to the Order	of the Mo.P.S.C. in Case No. ER	-2019-0335.
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ISSUED BY	Martin J. Lyons	Chairman & President	St. Louis, Missouri
ISSUED BY	Martin J. Lyons	Chairman & Fresident	St. Louis, Missouli
	NAME OF OFFICER	TITLE	ADDRESS

## **ELECTRIC SERVICE**

EXHIBIT A

APPLYING TO	MISSO	URI	SERVICE	AREA			
C	ANCELLING MO.P.S.C. SCHEDULE NO. 6	<u>:</u>		-	Original	SHEET NO.	61.5
	MO.P.S.C. SCHEDULE NO. 6	· ·			1st Revised	SHEET NO.	61.5

service and assumes all financial obligations associated with the facility under this rate and the LLCS Service Agreement, or (3) an entity who otherwise assumes all financial obligations associated with the facility under this rate and the LLCS Service Agreement, must be reasonably creditworthy as determined in the Company's sole reasonable discretion. As such, the Company retains discretion to evaluate the creditworthiness and credit support of the entity who assumes all contractual obligations under this rate and the LLCS Service Agreement, and to require reasonable assurances if necessary to address customer creditworthiness.

- (2) The Company will require Schedule LLCS customers to provide collateral in an amount equal to two (2) years of Minimum Monthly Bills, as calculated by the Company (the "Collateral Requirement").
- A customer together with a Guarantor, which can include its ultimate parent, corporate affiliate, a tenant, or any other entity with a financial interest in the customer ("Guarantor") that guarantees the Collateral Requirement under Schedule LLCS and the LLCS Service Agreement (i) has a credit rating of at least A- from Standard & Poor's ("S&P") and A3 from Moody's, (ii) and if rated A- or A3 has not been placed on credit watch by either such rating agency if either the customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, and (iii) has liquidity greater than ten (10) times the collateral requirement as of the end of applicable period (and which must be shown by providing financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the period) (collectively, "60% Eligibility Requirements") will be exempt from sixty (60) percent of the Collateral Requirement, with the sixty (60) percent discount not to exceed \$175 million. "Period" for public companies shall be the interval for reporting required by the Securities and Exchange Commission, for all other companies "Period" shall be each calendar quarter.
- (4) A customer that does not have an A- credit rating from S&P and A3 rating from Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under Schedule LLCS and the LLCS Service Agreement) (i) has at least a BBB+ credit rating from S&P and Baal credit rating from Moody's, (ii) has not been placed on credit watch by either such rating agency if either the customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, and (iii) has liquidity greater than ten (10) times the Collateral Requirement as of the end of the applicable quarter (as determined in the Company's reasonable discretion, and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the quarter) (collectively, "50% Eligibility Requirements") will be exempt from fifty (50) percent of the Collateral Requirement, with the fifty (50) percent discount not to exceed \$150 million.
- (5) A customer that does not have an A- credit rating from S&P and A3 rating from Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under Schedule LLCS and the LLCS Service Agreement) (i) has at least a BBB- credit rating from S&P and Baa3 credit rating from Moody's, (ii) has not been placed on credit watch by either such rating agency if either the customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, and (iii) has liquidity greater than ten (10) times the Collateral Requirement as of the end of the applicable quarter (as determined in the Company's reasonable discretion, and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the quarter) (collectively, "40% Eligibility Requirements") will be exempt

Issued	pursuant to the Order	of the Mo.P.S.C. in Case No. El	R-2019-0335.
DATE OF ISSUE	March 18,	2020 DATE EFFECTIVE	April 1, 2020
ISSUED BY	Martin J. Lyons	Chairman & President	St. Louis, Missouri
	NAME OF OFFICER	TITLE	ADDRESS

## **ELECTRIC SERVICE**

**EXHIBIT A** 

MO.P.S.C. SCHEDULE NO	6			1st Revised	SHEET NO.	61.5
CANCELLING MO.P.S.C. SCHEDULE NO.	6			Original	SHEET NO.	61.5
APPLYING TO MIS:	SOURI	SERVICE	AREA			

from forty (40) percent of the Collateral Requirement, with the forty (40) percent discount not to exceed \$125 million.

- (6) A customer that does not have an A- credit rating from S&P and A3 rating from Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under this rate and the LLCS Service Agreement) either (i) has at least a BBB-credit rating from S&P and Baa3 credit rating from Moody's, and has not been placed on credit watch by either such rating agency if either the customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, or (ii) has liquidity greater than ten (10) times the Collateral Requirement as of the end of the applicable quarter (as determined in the Company's reasonable discretion, and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the quarter) (collectively, "25% Eligibility Requirements") will be exempt from twenty-five (25) percent of the Collateral Requirement, with the twenty-five (25) percent discount not to exceed \$75 million.
- (7) The 60% Eligibility Requirements, the 50% Eligibility Requirements, the 40% Eligibility Requirements, and the 25% Eligibility Requirements are collectively referred to as the "Discount Eligibility Requirements."
- (8) The Collateral Requirement must be provided at the time of executing the LLCS Service Agreement.
- (9) Any collateral provided to satisfy the Collateral Requirement shall not accrue interest while held by the Company.
- (10) The Company will, in its sole reasonable discretion, after the customer has achieved their peak load for at least three (3) years, annually consider reducing the customer's collateral obligation over the course of its contract period, on a schedule generally corresponding to the reduction of risk to the Company and its customers. The Company will consider the customer's performance criteria, which includes, but is not limited to the customer's: (i) financial condition, (ii) load performance, (iii) payment history, (iv) credit rating, and (v) any default history.
- (11) The amount of the Collateral Requirement under the foregoing calculation will be recomputed quarterly based upon the customer's rolling twenty-four (24)-month load forecast as of the first date of the next quarter, and the customer shall provide the recomputed amount if greater than the current amount held. The Company shall notify a customer if the customer no longer meets the applicable Discount Eligibility Requirements, including if the customer has been placed on credit watch, if applicable to such eligibility.
- (12) The Collateral Requirement must be provided in one or more of the following Forms, provided, that the Company shall have the right to choose the acceptable form of collateral among those listed below for any customer that qualifies for a Discount of twenty-five percent (25%) or less:
  - A guarantee from the customer's Guarantor for the applicable Collateral Requirement, so long as the Guarantor meets the applicable Discount Eligibility Requirement, provided that the dollar amount of the Collateral Requirement that may be provided under the guarantee is subject to credit review by the Company. The guarantee must be in a format acceptable to and approved by the Company, and must include (i) if the Guarantor's creditworthiness is considered for determining the Discount Eligibility Requirements, a commitment from the Guarantor to pay the Collateral Requirement if the customer fails to make such payments (without a dollar limit), and (ii) a provision that

Issued	pursuant to the Order	of the Mo.P.S.C. in Case No. ER	-2019-0335.
DATE OF ISSUE	March 18,	2020 DATE EFFECTIVE	April 1, 2020
ISSUED BY	Martin J. Lyons	Chairman & President	St. Louis, Missouri
-	NAME OF OFFICER	TITLE	ADDRESS

## **ELECTRIC SERVICE**

**EXHIBIT A** 

APPLYING TO	MIS	SOURT	SERVICE	AREA			
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	CANCELLING MO.P.S.C. SCHEDULE NO	6			Original	SHEET NO.	61.5
	MO.P.S.C. SCHEDULE NO.	6		-	1st Revised	SHEET NO.	61.5

automatically increases the dollar amount of collateral covered by the guarantee if either the customer or Guarantor no longer satisfies the applicable Discount Eliqibility Requirement; or,

- A standby irrevocable Letter of Credit ("Letter of Credit") for the b. applicable Collateral Requirement. The Letter of Credit must be issued by a U.S. bank or the U.S. branch of a foreign bank, which is not affiliated with the customer or its Guarantor, with a credit rating of at least A- from S&P and A3 from Moody's and a minimum of \$2 billion in assets. Such security must be issued for a minimum term of three hundred sixty (360) days. The customer must cause the renewal or extension of the security for additional consecutive terms of three hundred sixty (360) days or more no later than thirty (30) days prior to each expiration date of the security. If the customer no longer satisfies the applicable Discount Eliqibility Requirement, it must increase the amount covered by the Letter of Credit within ten (10) days. If the security is not renewed, extended, or increased as required herein, the Company will have the right to draw immediately upon the Letter of Credit and/or demand cash collateral in the amount of the required increase and be entitled to hold the amounts so drawn or received as security until the customer has either (i) come back into compliance with the requirements for use of a Letter of Credit or, (ii) if required by the Company, has provided an alternative form of collateral consistent with this rate. The Letter of Credit must be in a format acceptable to and approved by the Company; or
- c. A cash deposit for the applicable Collateral Requirement.
- (13) In case of an uncured breach by the customer of the LLCS Service Agreement, an uncured breach of the Guarantor under the parent guaranty, or any notice of termination or refusal to continue the Letter of Credit by the issuing bank, the Company may draw on the applicable collateral, as further set forth in the LLCS Service Agreement.
- (14) If, at any time after Customer's initial delivery of the collateral the customer fails to comply with the Collateral Requirement, the Company may thereafter pursue any and all rights and remedies at law or in equity, and may take any other action consistent with the LLCS Service Agreement, this rate, and the Company's General Rules and Regulations, including but not limited to suspension or curtailment of service.
- (15) To the extent the Company draws on a cash deposit provided by a customer, the Company draws funds from a Letter of Credit or Guarantee, or the Company receives a cash Exit Fee, the Company will defer the amount received minus any amount used to pay for services rendered, together with the Company's weighted average cost of capital, as a regulatory liability to be addressed in the next general ratemaking proceeding.

#### 18. LARGE LOAD CUSTOMER RIDERS

In addition to the applicability of Riders FAC, EEIC, SUR, and RESRAM to service provided to Large Load Customers, the following additional Riders shall apply to Large Load Customer's service under an applicable LLCS Service Agreement if selected by the Large Load Customer pursuant to such applicable LLCS Service Agreement:

- 1. Renewable Solutions Program Large Load Customers Program (Rider RSP LLC)
- 2. Clean Capacity Advancement Program (Rider CCAP)
- 3. Nuclear Energy Credit Program (Rider NEC)
- 4. Clean Energy Choice Program (Rider CEC)

Issued	pursuant to the Order	of the Mo.P.S.C. in Case No. ER-	2019-0335.
DATE OF ISSUE	March 18,	2020 DATE EFFECTIVE	April 1, 2020
ISSUED BY	Martin J. Lyons	Chairman & President	St. Louis, Missouri
	NAME OF OFFICER	TITLE	ADDRESS

## **ELECTRIC SERVICE**

EXHIBIT A

APPLYING TO MIS	SOURI	SERVICE AREA			
CANCELLING MO.P.S.C. SCHEDULE NO.	6		Original	SHEET NO.	61.5
MO.P.S.C. SCHEDULE NO.	6		1st Revised	SHEET NO.	61.5

Notwithstanding any provisions of Rider RESRAM to the contrary, a Large Load Customer shall not be subject to RESRAM charges if it participates in Rider RSP-LLC or any other voluntary rider offered by Company and thereby receives or is reasonably projected to receive renewable attributes supporting its load at a level that is greater than or equal to the then applicable "RES portfolio requirement" as defined in 20 CSR 4240-20.100(1)(R). For Large Load Customers with such participation agreements, the Large Load Customer's entire load that is supported with renewable

attributes it receives or is reasonably projected to receive that are sufficient to cover the applicable "RES portfolio requirement" as defined in 20 CSR 4240-20.100(1)(R) will be subtracted from the calculation of "total retail electric sales" as defined in 20 CSR 4240-20.100(1)(W). RESRAM charges shall still apply to such a Large Load Customer to the extent the renewable attributes it receives or is reasonably projected to receive do not reach the then applicable "RES portfolio requirement". For purposes of this Section 8, "renewable attributes" means Renewable Energy Credits, as defined in 20 CSR 4240-20.100 (1)(N), that the Large Load Customer has retired or had retired on its behalf through such programs. Large Load Customers participating in Rider RSP-LLC or other voluntary riders offered by Company for which renewable attributes are produced will be evaluated for this exemption annually or more frequently if a customer's participation to such program(s) changes. Such annual or more frequent evaluations shall be used by the Company to demonstrate compliance with the accelerated renewable buyer provisions of Section 393.1030.2(5), RSMo.

#### GENERAL RULES AND REGULATIONS 19.

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

\*Indicates Change.

Issued pursuant to the Order of the Mo.P.S.C. in Case No. ER-2019-0335. March 18, 2020 DATE EFFECTIVE April 1, 2020 DATE OF ISSUE Chairman & President ISSUED BY Martin J. Lyons St. Louis, Missouri

NAME OF OFFICER

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ADDRESS

### **ELECTRIC SERVICE**

MO.P.S.C. SCHEDULE NO.	6		1 <sup>st</sup> Re	vised	SHEET NO.	107
CANCELLING MO.P.S.C. SCHEDULE NO.	6		Orio	ginal	SHEET NO.	107
APPLYING TO MIS	SOURI	SERVICE	AREA			

#### GENERAL RULES AND REGULATIONS

#### II. CHARACTERISTICS OF SERVICE SUPPLIED

#### A. GENERAL PROVISIONS

Company will designate and supply standard electric service, suitable for customer's electrical requirements, in the form of 60 Hertz alternating current at the various voltages indicated below to all customers within its service area.

#### B. SECONDARY SERVICE VOLTAGES

Company's standard single phase secondary voltage is 120/240 volts. Standard three phase, four wire, secondary voltages are 120/208 volts and 277/480 volts. Company may designate more than one service connection for engineering and operating reasons. These services will not be cumulated or otherwise combined for billing purposes. Company may, at its sole discretion, make three phase, three wire, secondary voltages of 240 volts or 480 volts available.

#### C. NUMBER OF SECONDARY VOLTAGES ALLOWED

Company will designate and supply not more than one single phase and/or one three phase secondary voltage to a premises, unless otherwise required to satisfy Company's engineering, operating, or economic considerations. Where large single phase customer loads are to be supplied, Company shall have the right to supply two or more single phase or a three phase, four wire, secondary voltage and to require customer to arrange his wiring so that the load can be divided equally among the two or three phases. Company may designate a three phase secondary service when single phase facilities are not readily or economically available to serve the customer.

#### D. COMPANY SUBSTATION ON CUSTOMER PREMISES - SECONDARY SERVICE

If in Company's opinion it is impractical or inadvisable to supply customer with the designated secondary service from Company's general distribution system, Company will install the substation or transformation required for such service in a space, area, room or vault. The Customer shall construct such space, area, room or vault in accordance with Company provided specifications. Company may use such transformation or substations for supplying service to other customers where it is technically and economically feasible to do so. Said area for Company's substation equipment shall be constructed by customer in accordance with Company's specifications and at no cost to Company. Only one substation will be installed by Company for such purposes at any premises and Company may utilize said substation for supplying service to other customers where it is technically and economically feasible to do so.

DATE OF ISSUE	March 1, 2019	DATE EFFECTIVE	April 1, 2019
ISSUED BY	Michael Moehn	President	St. Louis, Missouri
·	NAME OF OFFICER	TITLE	ADDRESS

## **ELECTRIC SERVICE**

EXHIBIT B

APPLYING TO	MIS	SOURI	SERVICE	AREA			
C	ANCELLING MO.P.S.C. SCHEDULE NO	6			Original	SHEET NO.	108
	MO.P.S.C. SCHEDULE NO	6			1 <sup>st</sup> Revised	SHEET NO.	108

#### GENERAL RULES AND REGULATIONS

#### II. CHARACTERISTICS OF SERVICE SUPPLIED (Cont'd.)

#### E. PRIMARY SERVICE VOLTAGE

The primary voltages designated and supplied by Company will generally be limited to the voltage of Company's distribution lines in the geographic area which encompasses the premises of the customer to be served. Such three phase, four wire, primary voltages will be either 4160Y/2400 or 12470Y/7200 volts. Although not generally available, other primary voltages may be supplied in limited portions of the Company's service area under certain conditions designated by Company.

#### F. SERVICE AT A PRIMARY VOLTAGE

Company may designate and supply a three phase primary voltage to customer where any of the following conditions, pertaining to customers electrical requirements, exist:

- The magnitude of the customer's load would require Company to install a
  primary to secondary voltage transformer which exceeds the rated
  capacity of the individual transformers normally purchased and installed
  by Company for such purposes.
- 2. Customer, at the time of Company's initial line extension for electric service, requests more than one point of delivery of the same three phase secondary voltage for supplying a single customer at the same premises.
- 3. An existing secondary voltage customer's expansion requires one or more single or three phase secondary voltage connections in addition to the secondary connections presently used for the supply of electric service to the same premises currently being served by Company.
- 4. Where in the Company's judgement the location of transformation and customer's service equipment are or would be inaccessible, subject to flood, contamination, etc., or potentially result in other anticipated operating difficulties.
- 5. Where in the Company's judgement the customer's load characteristics make such service advisable.

When Company requires or customer requests primary service to serve a premises and Company agrees to additional connections at primary or secondary voltages for Company's general engineering, operating or economic reasons, such additional connections will be provided under the provisions of the line extension rules in Section III. Company will designate the point of delivery of any connections provided hereunder. The service supplied through such additional connections installed at customer's request on and after May 5, 1990 will not be cumulated or otherwise combined, for billing purposes, with any other service supplied to customer.

DATE OF ISSUE	March 1, 2019	DATE EFFECTIVE	April 1, 2019
ISSUED BY	Michael Moehn	President	St. Louis, Missouri
	NAME OF OFFICER	TITLE	ADDRESS

## **ELECTRIC SERVICE**

EXHIBIT B

APPLYING TO	MIS	SOURI	SERVICE	AREA					
							<u>.</u>	_	
(	CANCELLING MO.P.S.C. SCHEDULE NO.	6			1st	Revised		SHEET NO.	109
	MO.P.S.C. SCHEDULE NO.	6			2nd	Revised		SHEET NO.	109

#### GENERAL RULES AND REGULATIONS

#### II. CHARACTERISTICS OF SERVICE SUPPLIED (Cont'd.)

## G. COMPANY SUBSTATION ON CUSTOMER PREMISES - PRIMARY SERVICE

If in Company's opinion it is impractical or inadvisable to supply customer with the designated primary service from Company's general distribution system, Company will install a substation on customer's premises to transform a higher delivery voltage to the designated primary service voltage. For said substation, customer shall provide, without cost to Company, a fenced space, area, room or vault, as required, an easement, access for Company personnel and equipment, transformer pads, grounding grid, secondary circuitry and supports and adequate ventilation in accordance with Company specifications. Only one substation will normally be installed by Company for such purposes at any premise and Company may utilize said substation for supplying service to other customers where it is technically and economically feasible to do so. The configuration of the service to these facilities will take into account Company engineering and operating requirements. The Company and the Customer will enter into appropriate agreements regarding assurances for procurement of equipment.

### \* H. HIGH VOLTAGE SERVICE

Where customer requests for its purposes to be supplied at a voltage higher than the Company's standard primary service voltages, or Company specifies same due to operation of converters, electric furnaces or other equipment, or the amount of capacity requested by customer is inconsistent with Company's standard substation design, customer shall own, operate and maintain its own substation designed in accordance with Company specifications. Except in the case of a customer taking service under the Large Load Customer Service provisions of Service Classification 11(M) High Voltage Service customers shall receive a discount from Company's applicable rate schedule as set forth in Rider B. The Company's obligation to provide High Voltage Service is conditioned on customer and Company entering into appropriate agreements relating to determining transmission or distribution system improvements, and/or to resource additions needed to provide such service.

### I. SERVICE TO DOWNTOWN ST. LOUIS UNDERGROUND DISTRICT

The Downtown St. Louis Underground District is the area bounded by Twenty-Second Street, Cole Street, Spruce Street, and the Mississippi River. The preferred form of service within this area is either a 13.8 kV, three phase, four wire primary radial supply, or a three phase, four wire secondary voltage connection in an indoor substation room provided by customer at or one level below grade and constructed in accordance with Company's specifications.

When new or increased load can be supplied from the existing 120/208 volt, three phase, four wire gridded network without major reinforcement required by Company, service will be provided in such limited amounts and subject to the line extension provisions.

DATE OF ISSUE _	August 13,	2024 DATE EFFECTIVE	September 12, 2024
ISSUED BY	Mark C. Birk	Chairman & President	St. Louis, Missouri ADDRESS

**ELECTRIC SERVICE** 

**EXHIBIT B** 

MO.P.S.C. SCHEDULE NO.	6			2nd Revised	SHEET NO.	109
CANCELLING MO.P.S.C. SCHEDULE NO.	6			1st Revised	SHEET NO.	109
APPLYING TO MIS	SOURI	SERVICE	AREA			

\*Indicates Change.

DATE OF ISSUE August 13, 2024 DATE EFFECTIVE September 12, 2024

ISSUED BY Mark C. Birk Chairman & President St. Louis, Missouri

NAME OF OFFICER TITLE ADDRESS

## **ELECTRIC SERVICE**

EXHIBIT B

APPLYING TO MISSOURI SERVICE AREA	
CANCELLING MO.P.S.C. SCHEDULE NO. 6 1st 1	Revised SHEET NO. 110
MO.P.S.C. SCHEDULE NO. 6 2nd 1	Revised SHEET NO. 110

#### GENERAL RULES AND REGULATIONS

#### II. CHARACTERISTICS OF SERVICE SUPPLIED (Cont'd.)

## I. SERVICE TO DOWNTOWN ST. LOUIS UNDERGROUND DISTRICT (Cont'd.)

Where in Company's judgement it is impractical or inadvisable to supply a customer's new or increased load from the gridded or spot networks, customer will be required to provide at no cost to the Company an indoor substation room at or one level below grade, constructed in accordance with Company's specifications, and transfer all electrical load to the new connection point. In such instances requiring an indoor substation, customer may, with the Company's approval, accept responsibility for all excess costs incurred by Company in continuing to provide all or a portion of customer's service from the gridded network solely for customer's benefit.

### \* J. NON-STANDARD SERVICE

Changes in business practices and regulatory and legal requirements will, from time to time, result in the Company serving or billing a limited number of customers in a manner that is currently considered a non-standard form of service. Such non-standard service includes, but is not limited to, voltages, frequencies, metering equipment, metering locations, electrical distribution system supply facilities and configurations, and master and cumulated meter billing situations that are prohibited by current Commission rules and Company tariffs for application to new customers. The continued provision of such non-standard service and billing is limited to the premises presently served by such facilities. These facilities may only be relocated, expanded or enhanced for Company's engineering reasons.

In order to minimize and phase out the number of non-standard service installations and billing applications on its system, Company will, unless otherwise provided for above, discontinue providing any such non-standard service to a premises when the premises is remodeled or rehabilitated in any such manner that requires new, modified, enhanced or relocated electrical distribution supply facilities from the Company.

\*Indicates Change.

Issued pursuant to the Order of the Mo.P.S.C. in Case No. ER-2022-0337.

DATE OF ISSUE June 19, 2023 DATE EFFECTIVE July 9, 2023

ISSUED BY Mark C. Birk Chairman & President St. Louis, Missouri

NAME OF OFFICER TITLE

**ELECTRIC SERVICE** 

EXHIBIT B

O. APPLYING TO	_		SERVICE AREA	OHEET NO
C	ANCELLING MO.P.S.C. SCHEDULE NO.	6	Original	SHEET NO. 111
	MO.P.S.C. SCHEDULE NO	6	1st Revised	SHEET NO111

## GENERAL RULES AND REGULATIONS III. DISTRIBUTION SYSTEM EXTENSIONS

#### A. APPLICABILITY

Permanent electric service of the form and character described in Section II of these rules will be supplied for permanent year round use to Customers within the Company's authorized service area, by extension and/or modifications or enlargements to Company's electric distribution system, in accordance with the provisions set forth in this Section III. Company's extension shall be considered as completed when said extension is adjacent to the premises to be served and Company is prepared to connect service thereto.

#### B. DEFINITIONS

Extension Allowance: An economically justifiable investment which may be made by the Company for distribution line extensions, service extensions, or a combination thereof, and uses the following formula:

<u>Marginal Revenue:</u> The estimated average annual revenue measured over the first 5 years of life associated with the line extension project, less incremental energy, capacity, and marginal network and infrastructure support cost.

<u>Cost of Service Factor:</u> Comprised of the Company's cost of capital, cost of depreciation, property tax, state and federal income tax and insurance. The factor is applied to the Marginal Revenue to determine Ameren Missouri's Extension Allowance, and is determined from Ameren Missouri's most recent rate case proceeding and/or through a periodic review conducted by the Company.

<u>Extension Charge:</u> That portion of the total Extension Cost which is not covered by the Extension Allowance and for which the Customer is responsible.

Extension Charge = Extension Cost - Extension Allowance

Extension Cost: The estimated installed cost of any line extensions and/or modifications and enlargements of the Company's distribution system, which will include the total cost of all labor and materials, easements, licenses, permits, cleared right-of-way and all other incidental costs, including indirect costs. The indirect costs will include, where applicable, the cost of engineering, supervision, inspection, insurance, payments for injury and damage awards, taxes, AFUDC (Allowance for Funds Used During Construction), legal and administrative and general expenses associated with the extension of the Company's distribution system. The percentage used for indirect costs reflects the Company's historical indirect cost experience. The Company's Extension Cost is based on normal, pre-construction and unobstructed conditions. Cost estimates relative to Extension Allowances or Customer contributions are based on the conditions prevailing at the time the estimate is made. Additional costs due to changes in surface conditions or unanticipated subsurface

DATE OF ISSUE _	March 1, 2019	DATE EFFECTIVE	April 1, 2019
ISSUED BY	Michael Moehn NAME OF OFFICER	President TITLE	St. Louis, Missouri ADDRESS

### **ELECTRIC SERVICE**

**EXHIBIT B** 

APPLYING TO	MISSO	URI	SERVICE AREA			
CANCELLING MO.	P.S.C. SCHEDULE NO.	6		Original	SHEET NO.	112
MO.	P.S.C. SCHEDULE NO.	6		1 <sup>st</sup> Revised	_ SHEET NO.	112

## GENERAL RULES AND REGULATIONS III. DISTRIBUTION SYSTEM EXTENSIONS (Cont'd.)

#### B. DEFINITIONS (Cont'd.)

conditions occurring after the initial Extension Cost estimate, will be covered by the Company to the extent there is available remaining Extension Allowance. Should the unanticipated additional Extension Cost cause the new Extension Cost to exceed the Extension Allowance, the Customer will be responsible for an additional Extension Charge resulting from the updated Extension Cost. Company may install a distribution extension of greater length or capacity than initially required for the Customer requesting service, due to general engineering, economic, operating, or reliability reasons, in which case the additional cost of such increases in distribution system length or capacity shall not be included in the cost of the extension applicable to Customer.

#### C. DISTRIBUTION EXTENSION LENGTH

The length of the extension of the distribution system will be the distance along the installation route designated and utilized by Company in making said extension. Such distance shall be measured from the Company's designated point of delivery on Customer's premises to the nearest point of connection to Company's existing distribution system having like phase and voltage as that being supplied to Customer's premises.

## D. POINT OF DELIVERY OF SERVICE

The point of delivery of service, at which Company's distribution facilities connect to Customer's electrical facilities without regard to meter location, shall normally be at the following electrical connection points:

## 1. Overhead Service

- a. <u>Secondary Voltage All Customers</u> At Customer's service entrance conductors, i.e., weatherhead or bus duct outlet.
- b. <u>Primary and Higher Voltages</u> At the line-side dead end attachment on Customer's meter pole, or on the bus structure of Customer's substations, or at the low side terminals of a Company substation on Customer's property.

#### 2. Underground Service

- a. <u>Secondary Voltage-Residential</u> At the line-side meter terminals for Company owned services; on the pole, connecting to Company's overhead distribution system or Company's padmounted transformer or pedestal, in the case of Customer owned cables.
- b. <u>Secondary Voltage-All Other Customers</u> At the connection of Customer's cable to the low side terminals of Company's padmounted transformer or pedestal or Customer provided junction box.
- c. <u>Primary and Higher Voltages</u> At the line-side terminals in metalclad switchgear, or at an agreed upon point on or in a Customer owned substation.

DATE OF ISSUE _	March 1, 2019	DATE EFFECTIVE	April 1, 2019
ISSUED BY	Michael Moehn	President TITLE	St. Louis, Missouri ADDRESS

APPLYING TO	MIS	SOURI	SERVICE AREA			
С	ANCELLING MO.P.S.C. SCHEDULE NO.	6		Original	SHEET NO.	113
	MO.P.S.C. SCHEDULE NO.	6		1 <sup>st</sup> Revised	SHEET NO.	113

## GENERAL RULES AND REGULATIONS III. DISTRIBUTION SYSTEM EXTENSIONS (Cont'd.)

#### E. EXTENSIONS TO NON-RESIDENTIAL CUSTOMERS

Company will provide a distribution extension to non-residential premises at no cost to Customer provided the estimated Extension Allowance equals or exceeds the estimated Extension Cost of the portion of required extension applicable to Customer. Where the Extension Cost is greater than the Extension Allowance, the Customer will be required to pay the Extension Charge in advance prior to the commencement of construction by Company.

At the Company's sole discretion, where permanency of service cannot be reasonably assured in order to predict the revenue stream from the Customer or the revenues cannot be projected with sufficient certainty, the Customer may be required to pay to Company in advance of Company's construction all of the estimated Extension Cost as an Extension Charge. Where the entirety of the Extension Cost is required upfront, after a 12 month period beginning with the Customer's fourth billing cycle, the Extension Charge will be recalculated using actual revenues to determine if the customer is eligible for a refund. If applicable, a refund will be issued for the difference between the original Extension Charge and the Extension Charge recalculated on the actual revenue.

### 1. Non-Residential Underground Extensions

Where underground extensions are requested or required by law the following provisions apply:

#### a. Point of Delivery of Service

Company will designate to Customer the point of delivery of the required electric service and Customer shall be responsible for the installation, maintenance, replacement, enlargement or relocation of all underground electric service facilities, other than metering, to the Company's designated delivery point.

## b. Specifications

Customer will install, maintain, replace, enlarge, or relocate all underground conduit, foundations, manholes, service boxes, transformer pads, switchgear pads, and other surface and sub-surface structures to meet Company specifications which are necessary to contain and/or support Company's electrical primary and secondary cables and equipment within the boundaries of the development. Maintenance, replacement, enlargement, or relocation of such facilities will be done by the Company at the Customer's expense once they contain or support energized cables or equipment. Company will provide standard switchgear pads and transformer pads to Customer for installation in order to maintain uniformity and quality control of these items. Customer is to provide Company open access to said

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

PPLYING TO	MISS	OURI	SERVICE AREA			
С	CANCELLING MO.P.S.C. SCHEDULE NO.	6		Original	SHEET NO.	114
	MO.P.S.C. SCHEDULE NO	6		1 <sup>st</sup> Revised	SHEET NO.	114

## GENERAL RULES AND REGULATIONS III. DISTRIBUTION SYSTEM EXTENSIONS (Cont'd.)

#### E. EXTENSIONS TO NON-RESIDENTIAL CUSTOMERS (Cont'd.)

- Non-Residential Underground Extensions (Cont'd.)
  - b. Specifications (Cont'd.)

facilities, and when necessary, remove obstructions, improvements, decorative structures, etc., when Company requires such access for maintenance, replacement, enlargement, etc. When Company requests additional conduits or larger structures for facilities that will serve Customers beyond the boundaries of the development, Company will pay the incremental or extra cost of those additional facilities.

Non-residential line extension agreements executed prior to January 1, 2019 shall remain in effect. Agreements executed after January 1, 2019 shall be in accordance with the terms of this Section III., Distribution System Extensions.

#### F. OVERHEAD EXTENSIONS TO INDIVIDUAL RESIDENTIAL CUSTOMERS

Company will provide, at no cost, single-phase overhead electric service consisting of a meter, service drop, transformation capacity and up to 1,000 feet of additional distribution facilities, as required, no more than 500 feet of which shall be extended on private property, to the premises of an individual residential Customer not located within a residential subdivision. The portion of any distribution extension applicable to Customer in excess of the aforementioned allowance shall be paid for by Customer, in advance of construction, at the Company's then current standard construction cost per foot of single phase overhead extensions.

## G. OVERHEAD EXTENSIONS TO RESIDENTIAL SUBDIVISIONS

#### 1. Single-Family Residences

Company will provide single-phase overhead electric service consisting of meters, services, transformation capacity and all additional facilities required for the distribution of electricity, through and within the boundaries of a residential subdivision for which permanent electric service has been requested by Customer/developer to two or more residential buildings, at no cost to the Customer/developer, excluding subdivisions covered by the Large Lot Subdivision provisions outlined below. Company will also provide additional distribution facilities of up to 150 feet per subdivision lot, as required, to extend its existing distribution system to the boundaries of the subdivision site, at no cost to Customer/developer. For any permanent electric distribution extension facilities to or within the subdivision, in excess of the aforementioned allowances, Customer/developer shall make a deposit in advance of construction, based upon the Company's then current standard construction charges for such facilities, which deposit may be refundable in whole or in part. Semi-annually thereafter, Company will compare its standard

DATE OF ISSUE _	March 1, 2019	DATE EFFECTIVE	April 1, 2019
ISSUED BY	Michael Moehn NAME OF OFFICER	President TITLE	St. Louis, Missouri ADDRESS

APPLYING TO	MIS	SOURI	SERVICE	AREA			
CANC	CELLING MO.P.S.C. SCHEDULE NO	6			1st Revised	SHEET NO.	115
	MO.P.S.C. SCHEDULE NO.	6			2nd Revised	SHEET NO.	115

## GENERAL RULES AND REGULATIONS III. DISTRIBUTION SYSTEM EXTENSIONS (Cont'd.)

### G. OVERHEAD EXTENSIONS TO RESIDENTIAL SUBDIVISIONS (Cont'd.)

### Single-Family Residences (Cont'd)

overhead distribution cost per lot with the annual net revenue per lot estimated to be received from the additional homes within the subdivision having been connected with electric service and permanently occupied for residential dwelling purposes, after receiving notification of such connections from Customer/developer. Any estimated annual net revenue per lot, from homes added during each review period, in excess of Company's standard per lot overhead costs shall be refunded, without interest, to Customer/developer up to the total amount of the advance deposit actually made by Customer/developer. Such refunds will be made at semi-annual intervals from the date the deposit was received by Company, with any amounts remaining unrefunded after five years being retained by Company and credited to the Company's appropriate plant account.

#### a. Large Lot Subdivisions

In addition to meeting the criteria described in this section Overhead Extensions To Residential Subdivisions above, in subdivisions where the average lot size exceeds 100,000 square feet, the Company will assess excess per lot footage charges for the amount that the average frontage footage exceeds 500 feet. In addition, for developments where the average lot size exceeds 100,000 square feet, the Company will also assess excess footage charges on individual lots for overhead services of more than a single span or underground services of more than 250 feet. Said charges will be payable in advance of construction and not be subject to refund.

#### 2. Multiple Occupancy Dwellings

Multiple occupancy buildings consist of structures which stand alone, enclosed with exterior walls or are segregated from adjoining structures by fire walls, and are designed for permanent occupancy as two or more single-family residences. Extensions to subdivisions consisting of multiple occupancy dwellings shall be made in accordance with the provisions of this section G, applicable to single-family residences, utilizing an allowance of 50 feet per dwelling unit for distribution facilities beyond the subdivision boundaries, and applying a 0.60 occupancy factor to the annual net revenue estimated to be received from each multiple occupancy dwelling unit.

\*Indicates Change.

Issued pursuant to the Order of the Mo.P.S.C. in Case No. ER-2022-0337.

DATE OF ISSUE June 19, 2023 DATE EFFECTIVE July 9, 2023

ISSUED BY Mark C. Birk Chairman & President St. Louis, Missouri NAME OF OFFICER TITLE ADDRESS

## **ELECTRIC SERVICE**

**EXHIBIT B** 

APPLYING TO	MTS:	SOURT	SERVICE AREA			
С	ANCELLING MO.P.S.C. SCHEDULE NO.	6		Original	SHEET NO.	116
	MO.P.S.C. SCHEDULE NO.	6		1 <sup>st</sup> Revised	SHEET NO.	116

## GENERAL RULES AND REGULATIONS III. DISTRIBUTION SYSTEM EXTENSIONS (Cont'd.)

#### H. OVERHEAD EXTENSIONS TO INDIVIDUAL MOBILE HOMES AND MOBILE HOME PARKS

## 1. Individual - Other Than Mobile Home Parks

Where a mobile home is permanently located on real property owned or leased by the mobile home occupant, utilized as a permanent dwelling unit, connected to piped water and sewage facilities, and is in excess of 400 square feet in size, Company shall extend its electrical distribution system to the mobile home service entrance equipment on the same terms and conditions indicated in this Section III for extensions to individual residential or non-residential Customers, as applicable. Extensions to individual mobile homes not meeting the qualifications specified in this paragraph shall be made in accordance with the provisions of Rider D - Temporary Service.

#### 2. Mobile Home Parks

Where a mobile home park owner/operator provides a designated lot with water utility and sanitary facilities for mobile homes in excess of 400 square feet in size intended for use as residential dwelling units, Company will extend its distribution system to each mobile home lot on the same terms and conditions indicated in this Section III for extensions to residential subdivisions. The billing for electric consumption at any common facilities installed within the mobile home park for the benefit of all the mobile home park occupants shall be to the park's owner/operator.

## 3. Recreational Vehicle Parks

Company will extend its electrical distribution system to a single delivery point to provide service to campgrounds and parks which dedicate at least 80% of their space for recreational vehicle sites. Such extensions will be made under the same terms and conditions indicated in this Section III as applicable to non-residential Customers.

DATE OF ISSUE	March 1, 2019	DATE EFFECTIVE	April 1, 2019
ISSUED BY	Michael Moehn	President	St. Louis, Missouri
	NAME OF OFFICER	TITLE	ADDRESS

APPLYING TO	MIS	SOURI	SERVICE AREA			
C	CANCELLING MO.P.S.C. SCHEDULE NO.	6		Original	SHEET NO.	117
	MO.P.S.C. SCHEDULE NO.	6		1 <sup>st</sup> Revised	SHEET NO.	117

## GENERAL RULES AND REGULATIONS III. DISTRIBUTION SYSTEM EXTENSIONS (Cont'd.)

#### I. EXTENSIONS FOR LIGHTING SERVICE

The Company's lighting tariffs are based upon the required distribution facilities being in place and no additional extension required thereof. Therefore, the cost of any extension of facilities required for lighting service shall be paid by Customer to Company in advance of any construction of distribution facilities installed solely to supply electrical service for lighting.

#### J. UNDERGROUND EXTENSIONS

### 1. Individual Residential Extensions

Where an underground extension is requested by an individual residential Customer or required by law, Company will estimate the cost of equivalent overhead and underground extensions, and Customer will pay a nonrefundable contribution to Company, in advance of construction, for any excess cost of making the underground extension. The Company's rules for overhead extensions to individual residential Customers shall apply to Company's estimated underground extension costs. Customer, at his option, may install a direct buried service cable to be owned and maintained by Customer, or Company will install, own, operate and maintain the service cable in Customer's conduit, installed by Customer in service trench in accordance with Company specifications to a delivery point designated by Company. Where Company determines that primary and/or secondary voltage facilities are necessary to provide the requested service, the Customer will install the conduit system, consisting of conduit, manholes, pulling boxes, transformer pads, switchgear pads, pedestal bases and other required subsurface structures to a point designated by Company. All such materials will be provided by Company for Customer pick-up at a location designated by the Company and included in the cost for underground service. Company will install, own, operate and maintain the cable in Customer's conduit system. Where applicable, the underground extension may be provided by Company in accordance with the rules applicable to overhead extensions, Section III.F.

#### 2. Residential Subdivision Extensions

Where an underground distribution extension for permanent electric service in a residential subdivision is requested to two or more single-family residential buildings, multiple occupancy units, or mobile homes, by an applicant/developer, or is required by law, applicant shall first satisfy the Company's applicable rules for overhead extensions to residential subdivisions, Section III.G. Thereafter, applicant shall contract for and satisfy the requirements specified in this section for obtaining an underground residential distribution extension.

DATE OF ISSUE	March 1, 2019	DATE EFFECTIVE	April 1, 2019
_	Michael Moehn		<u> </u>
ISSUED BY	NAME OF OFFICER	President TITLE	St. Louis, Missouri ADDRESS

CANCELLING MO.P.S.C. SCHEDULE NO. 6 Original SHEET NO. 11	0.06 Original SHEET NO 118
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## GENERAL RULES AND REGULATIONS III. DISTRIBUTION SYSTEM EXTENSIONS (Cont'd.)

#### J. UNDERGROUND EXTENSIONS (Cont'd.)

### 2. Residential Subdivision Extensions (Cont'd.)

### a. Requirements of Applicant/Developer

Applicant will initially provide, at its cost, all trenching and the installation of a complete conduit system as its contribution to the Company's underground distribution system within a residential subdivision. The conduit system installation by applicant will consist of conduit, manholes, pulling boxes, transformer pads, switchgear pads, pedestal bases and other required subsurface structures. All such materials will be provided by Company at no cost to applicant, excluding subdivisions covered by the Large Lot Subdivision provisions below. Applicants for electric service to individual single family homes shall, subsequently, provide and install service trench and service conduit. All installations will be in accordance with Company's design criteria and specifications, the National Electrical Safety Code and any other applicable codes.

## b. Requirements of Company

The Company's distribution system within the subdivision will consist of all primary and secondary voltage and service cables installed by Company, including street lighting circuitry and the conduit system initially installed and contributed by applicant, except for service lateral conduit. Street light circuitry and construction temporaries, installed by Company concurrent with other primary and secondary distribution system facilities, shall be provided by Company at no charge to applicant. Thereafter, except for service lateral conduit, Company shall own, operate and maintain the entire distribution system within the subdivision, including both the portion installed by Company and that installed and contributed by applicant.

## c. Options of Applicant

At the request of applicant, Company will, on a per lot or per dwelling unit basis, estimate its distribution system extension cost within the subdivision and annual net revenue, exclusive of gross receipts taxes, anticipated to be received from such homes or dwelling units connected within the subdivision.

DATE OF ISSUE _	March 1, 2019	DATE EFFECTIVE	April 1, 2019
ISSUED BY	Michael Moehn	President	St. Louis, Missouri
	NAME OF OFFICER	TITI F	ADDRESS

APPLYING TO	MIS	SOURI	SERVICE AREA			
С	ANCELLING MO.P.S.C. SCHEDULE NO.	6		Original	SHEET NO.	119
	MO.P.S.C. SCHEDULE NO.	6		1 <sup>st</sup> Revised	SHEET NO.	119

## GENERAL RULES AND REGULATIONS III. DISTRIBUTION SYSTEM EXTENSIONS (Cont'd.)

#### J. UNDERGROUND EXTENSIONS (Cont'd.)

### 2. Residential Subdivision Extensions (Cont'd.)

#### d. Distribution Lines Preserved

When Company requires that an overhead or underground distribution line be installed, or an existing overhead line be relocated to underground on the perimeter of the development, or accepts another alternative route thru the subdivision, for engineering and/or operating reasons, applicant shall install Company supplied conduit per Company specifications in accordance with III.J.2, and Company shall be given a reasonable amount of time to construct such underground or overhead facilities before affected lots are sold.

#### e. Right-of-Way and Easements

Company shall construct, own, operate and maintain the underground distribution system, within the subdivision, only on or along public streets, roads, alleys and highways which Company has the legal right to occupy, and on or along private property across which rights-of-way and easements satisfactory to Company have been received at no cost to or without condemnation by Company.

Right-of-way and easements within the subdivision which are satisfactory to Company, including those which may be required for

satisfactory to Company, including those which may be required for street lighting, must be furnished by applicant in reasonable time to meet Company's construction and service requirements. Prior to commencement of construction by Company, such rights-of-way and easements must be cleared of trees, tree stumps, and other obstructions, and graded level, perpendicular to the length of the easement and to within six inches of final grade by applicant, without cost to Company. If the grade is changed subsequent to construction of the distribution system in such a way as to require relocation or reconstruction of any of the underground facilities, the estimated cost of all such work required shall be paid by applicant or by its successor.

#### f. Joint Utility Construction

Company will endeavor to coordinate its construction work with that of applicant and other utilities whenever possible in an effort to keep the overall cost of providing the underground electric distribution system as low as possible. Company may, to any extent practicable, become a party with applicant and/or other utilities to agreements involving trenching arrangements mutually beneficial to each party and the installation of electric cables in the same trench with the cables and/or pipes of other utilities, care being taken to conform to all applicable codes and utility specifications.

DATE OF ISSUE _	March 1, 2019	DATE EFFECTIVE	April 1, 2019
ISSUED BY	Michael Moehn	President	St. Louis, Missouri
	NAME OF OFFICER	TITI F	ADDRESS

APPLYING TO	MIS	SOURI	SERVICE AREA			
C	ANCELLING MO.P.S.C. SCHEDULE NO	6		Original	SHEET NO.	120
	MO.P.S.C. SCHEDULE NO.	6		1 <sup>st</sup> Revised	SHEET NO.	120

## GENERAL RULES AND REGULATIONS III. DISTRIBUTION SYSTEM EXTENSIONS (Cont'd.)

#### J. UNDERGROUND EXTENSIONS (Cont'd.)

- 2. Residential Subdivision Extensions (Cont'd.)
  - g. Designated Service Delivery Points

Feeder lines and service lines shall be installed by Company along the most practical route that will avoid known or anticipated future construction on applicant's property and permit a safe and economical installation. The normal meter location point to a single family building shall be on the side or front of the house proper, within ten (10) feet of the corner of the house proper, nearest the direction from which the service line enters the property to be served. In instances where Company and applicant agree that the extension of service to the normal meter location is impractical due to: a) rock, grade, or other soil limitations; or b) physical circumstances of the home which restrict meter accessibility for reading and testing; or c) physical circumstances of the home requiring meter installation at a height of six (6) feet six (6) inches or greater above final grade on the front of the house proper; or d) service entrance equipment to be installed in a garage, said meter location point shall be at the next nearest location designated by Company which will alleviate said impracticability while minimizing the additional length of service cable required to be installed and avoids areas of the home which may require future relocations of service lines and/or meter equipment. A meter location on the rear will only be permitted in those instances where the designated side of the house proper is not physically available for a meter attachment. A service connection at other than the above designated meter location point is not permitted unless specifically approved by Company for engineering or other reasons. Where practical, the service connection to a multiple occupancy building of two dwelling units shall be a single service line to a two (2) meter location acceptable to Company. The service connection to a multiple occupancy building of three (3) or more dwelling units shall be a service line or lines to a minimum grouping of meters at locations acceptable to Company.

#### h. Protection of Company Facilities

Applicant shall protect the facilities of Company installed on applicant's premises and shall, unless otherwise authorized by the Company, permit no one but Company's employees or its authorized agents to handle same. In the event of loss or damage to facilities owned by Company arising out of carelessness, negligence, or misuse by applicant or its authorized agent, the cost of such loss of repairing such damages shall be borne by applicant.

DATE OF ISSUE	March 1, 2019	DATE EFFECTIVE	April 1, 2019
ISSUED BY	Michael Moehn	President	St. Louis, Missouri
<u></u>	NAME OF OFFICER	TITLE	ADDRESS

## **ELECTRIC SERVICE**

**EXHIBIT B** 

APPLYING TO	MIS	SOURI	SERVICE AREA			
C	CANCELLING MO.P.S.C. SCHEDULE NO.	6		Original	SHEET NO.	121
	MO.P.S.C. SCHEDULE NO.	6		1st Revised	SHEET NO.	121

## GENERAL RULES AND REGULATIONS III. DISTRIBUTION SYSTEM EXTENSIONS (Cont'd.)

#### J. UNDERGROUND EXTENSIONS (Cont'd.)

- 2. Residential Subdivision Extensions (Cont'd.)
  - i. Access by Company Employees or Agents

Applicant shall permit access to the Company's employees, or other authorized agents, for the purpose of inspecting, modifying, maintaining, or operation of Company's facilities, at all times.

j. Company Rights and Construction Standards

Company shall own, operate and maintain the conduit system initially installed and contributed by applicant, all primary and secondary underground feeder lines, underground service lines installed in Customer owned conduit, and shall have the right to install padmounted transformers, above ground cable switching enclosures and service pedestals in the subdivision.

k. Street Lighting Facilities

Street lighting facilities installed in any subdivision shall be contracted for under the appropriate tariff of Company applicable to said installation.

1. Large Lot Subdivisions

The above provisions regarding Residential Subdivision Extensions — Requirements of Applicant/Developer is limited to subdivisions having an average lot size of 100,000 square feet or less. Where average lot size does exceed 100,000 square feet, the Company will assess excess per lot footage charges for the amount that the average frontage footage exceeds 500 feet. In addition, for developments where the average lot size exceeds 100,000 square feet, the Company will also assess excess footage charges on individual lots for overhead services of more than a single span or underground services of more than 250 feet. Said charges will be payable in advance of construction and not be subject to refund.

### K. EXTENSIONS REQUESTED IN ADVANCE OF PERMANENT SERVICE

Where Customer requests Company to complete all or a portion of an extension in advance of when said installation is required to provide permanent electric service, and Company agrees to do so, Customer shall pay for such advancement of facilities at the monthly rate of 2.0% of the estimated installed cost of the extension being advanced. Such payments shall be non-refundable and shall continue until the permanent metering for the premises is installed by Company and utilized to provide permanent service thereto.

DATE OF ISSUE	March 1, 2019	DATE EFFECTIVE	April 1, 2019
ISSUED BY	Michael Moehn	President	St. Louis, Missouri
·	NAME OF OFFICER	TITI E	ADDRESS

## **ELECTRIC SERVICE**

**EXHIBIT B** 

APPLYING TO	MIS	SSOURI	SERVICE	AREA				
C	CANCELLING MO.P.S.C. SCHEDULE NO.	6			1st	Revised	SHEET NO.	122
	MO.P.S.C. SCHEDULE NO.	6			2nd	Revised	SHEET NO.	122

## GENERAL RULES AND REGULATIONS III. DISTRIBUTION SYSTEM EXTENSIONS (Cont'd.)

#### L. MODIFICATION OR ENLARGEMENT OF DISTRIBUTION SYSTEM

Except when Modification Or Enlargement Of System For High Voltage Service below, applies, modifications or enlargements of Company's distribution system associated with additional electrical load of existing non-residential Customers shall be performed at no cost to Customer provided the estimated Extension Allowance exceeds the estimated Extension Cost from the proposed distribution system modifications or enlargements. Where the estimated Extension Allowance is less than Company's estimated Extension Cost from the proposed modification or enlargement costs, an Extension Charge may be required prior to the commencement of construction by Company.

Where modifications or enlargements of Company's distribution system are performed at the request of any existing Customer and no additional Marginal Revenue is anticipated therefrom, Customer shall pay, in advance, the total estimated costs associated with such changes.

## \*M. MODIFICATION OR ENLARGEMENT OF SYSTEM FOR HIGH VOLTAGE SERVICE OR LARGE LOAD CUSTOMER SERVICE

Where Company provides High Voltage Service (see General Rules and Regulations, II. Characteristics of Service Supplied), for load expected to be 50 MW or larger, the Customer will be responsible for the full amount of the Extension Cost for facilities which are dedicated to serving the load of the Customer. For purposes of this Section, "Extension Cost" shall have the meaning given it in General Rules and Regulations, III. Distribution System Extensions, except that there shall be no Extension Allowance and provisions that would otherwise cover a portion of the Extension Cost with an Extension Allowance shall not apply.

Where Company provides service to a customer taking service under the Large Load Customer Service provisions of Service Classification 11(M), such customer shall pay all costs of distribution or transmission facilities, other than any transmission facilities classified as network upgrades by the Midcontinent Independent System Operator's Open Access Transmission Tariff, that the Company installs to extend service to such a customer. Such a customer must complete payment for the extension or make suitable arrangements for installment payments and execute all required agreements associated with the requested extensions as a condition for any construction to commence.

The Company shall not be obligated to proceed to modify or enlarge Company's system or acquire resources or otherwise provide High Voltage Service or service under the Large Load Customer Service provisions of Service Classification 11(M) until the Customer executes appropriate agreements relating to determining system improvements or resource acquisitions needed to provide the service, and any other agreements provided for by the Service Classification tariff sheets under which the Company shall provide Customer's electric service.

DATE OF ISSUE _	August 13,	2024 DATE EFFECTIVE	September 12, 2024
ISSUED BY	Mark C. Birk	Chairman & President	St. Louis, Missouri ADDRESS

## **ELECTRIC SERVICE**

**EXHIBIT B** 

MO.P.S.C. SCHEDULE NO	6		2nd	Revised	SHEET NO.	122
CANCELLING MO.P.S.C. SCHEDULE NO	6		1st	Revised	SHEET NO.	122
APPLYING TO MIS	SOURI	SERVICE	AREA			

## \*\* N. RELOCATION OF THE DISTRIBUTION SYSTEM

Company may, at its sole discretion, upon Customer's request, relocate any distribution facilities providing service to Customer and/or other parties to a right-of-way acceptable to Company, on or off Customer's premises, following the payment by Customer of the Company's total estimated cost of said relocation. Additionally, at the Company's discretion, it may relocate any distribution facilities based upon safety, reliability, or operational needs at the cost of the Company.

In the presence of physical conflicts associated with any new construction or enlargement of Customer's premises or electrical load, Company may, at its sole discretion, upon Customer's request, relocate any distribution facilities to a

DATE OF ISSUE	August 13,	2024 DATE EFFECTIVE	September 12, 2024
ISSUED BY	Mark C. Birk	Chairman & President	St. Louis, Missouri ADDRESS

<sup>\*</sup>Indicates Addition. \*\*Indicates Reissue.

## **ELECTRIC SERVICE**

**EXHIBIT B** 

APPLYING TO	MIS	SSOURI	SERVICE	AREA				
C	CANCELLING MO.P.S.C. SCHEDULE NO.	6			2nd	Revised	SHEET NO.	123
	MO.P.S.C. SCHEDULE NO.	6			3rd	Revised	SHEET NO.	123

## GENERAL RULES AND REGULATIONS III. DISTRIBUTION SYSTEM EXTENSIONS (Cont'd.)

## \* N. RELOCATION OF THE DISTRIBUTION SYSTEM (Cont'd.)

right-of-way acceptable to Company on or off Customer's premises, following the payment by Customer of the Company's estimated net cost of relocating its distribution facilities. The net cost of relocation referred to herein excludes any costs estimated by Company to be associated with the supply of any additional electrical requirements of Customer, absent the relocation of any distribution facilities.

When Company agrees to relocate existing overhead facilities with an underground installation, the Customer will be responsible for all costs associated with the undergrounding of facilities including spare conduits, manholes, and other structures or equipment required to replace the to-bevacated overhead right-of-way considering present and future needs as determined by Company.

#### \* O. SPECIAL FACILITIES

#### 1. General

Where Customer requests and Company agrees to install distribution facilities not normally contemplated for installation, or otherwise provided for, under Company's standard rate schedules, Company may at its option provide such facilities under the provisions of this section. Examples of facilities which fall into this category of "special" include, but are not limited to, duplicate or additional service facilities, excess transformer capacity or other distribution facilities, and facilities necessitated by special legal or engineering requirements.

## 2. Payments by Customer

Where Company agrees to supply distribution facilities under the provisions of Special Facilities in lieu of other alternatives available to Customer, Customer shall pay to Company a one-time contribution equal to the total additional costs incurred by Company in supplying such facilities. Customer shall also pay to Company an additional one-time contribution equal to ninety percent of such total additional costs for the present value of the Company's projected operations, maintenance and subsequent replacement cost of such facilities, which shall be continuously owned and maintained by Company. All charges payable to Company shall be non-refundable and due in advance of construction. Such payments by Customer shall be in addition to any payments required for electric facilities provided under the Company's standard line extension rules or other tariff charges.

\*Indicates Reissue.

DATE OF ISSUE	August 13,	2024 DATE EFFECTIVE	September 12, 2024
ISSUED BY	Mark C. Birk	Chairman & President	St. Louis, Missouri

## **ELECTRIC SERVICE**

**EXHIBIT B** 

124
124

## GENERAL RULES AND REGULATIONS III. DISTRIBUTION SYSTEM EXTENSIONS (Cont'd.)

## \* O. SPECIAL FACILITIES (Cont'd.)

## 3. Supply and Billing Standards

Company will designate the point of delivery of electric service relative to the installation of any additional facilities provided to Customer hereunder and the service supplied through such facilities installed on and after May 5, 1990 will not be cumulated or otherwise combined, for billing purposes, with any other service supplied to Customer. When total or partial replacement of any special facility installation is required, such revision will be made by Company at no cost to Customer. Any enlargement of such previously installed facilities requested by Customer shall be made in accordance with Company's standard line extension rules. Following any such replacement, or enlargement, all separately installed special facility connections shall be billed as provided herein without application of monthly special facility charges, and maintained by Company in the same manner as Company's standard line extension facilities serving other Customers.

#### 4. Installations Prior to July 23, 1992

Customers utilizing special facilities installed prior July 23, 1992 shall continue to pay the present charges and form of billing applicable to all special facilities connections until any total or partial replacement or enlargement of such facility is required. Thereafter, such revisions will be made by Company and the subsequent metering and billing of all services provided over such newly installed facilities standardized, as provided in paragraph 3 of this section, Supply and Billing Standards.

## P. PLANNING REQUIRED FOR LOADS GREATER THAN 25MW

- 1. Customers, or prospective Customers seeking service for loads expected to be greater than 25 megawatts (MW) shall be subject to an initial evaluation and study by the Company prior to receiving service. Such Customers shall notify the Company, in advance, concerning the expected load, project location, and project schedule. The Company will respond with an initial evaluation detailing its conditions of service.
- 2. Customers choosing to move forward and seek service for a project shall complete and comply with terms set forth in a Letter of Agreement and submit a refundable deposit of \$200,000 that will be used to offset costs associated with project planning. Should costs exceed this deposit an additional refundable deposit of \$200,000 shall be required. Additional refundable deposits will be required such that the Customer pays all project planning costs associated with their project. Initial deposit funds not used during planning shall be refunded to the customer without interest. These Customers shall be placed in a queue based on the date on which they provided the required information and deposit.

DATE OF ISSUE	August 13,	2024 DATE EFFECTIVE	September 12, 2024
ISSUED BY	Mark C. Birk	Chairman & President	St. Louis, Missouri ADDRESS

## **ELECTRIC SERVICE**

**EXHIBIT B** 

APPLYING TO	MISS	SOURI	SERVICE	AREA				
С	ANCELLING MO.P.S.C. SCHEDULE NO	6			1st	Revised	SHEET NO.	124
	MO.P.S.C. SCHEDULE NO	6			2nd	Revised	SHEET NO.	124

- a. Service related to projects the Company designates as serving the community interest may be given priority in the queue and may not be required to submit a deposit. Community interest projects are those that are part of a competitive search in which the Company is competing against at least one other location for the project, the Customer reasonably demonstrates that the project will employ at least 250 permanent, full-time employees, and the Missouri Department of Economic Development or the Company if the Company obtains accreditation as an economic development organization, certifies that the absence of a deposit and expedited timing are critical to the state winning the project.
- b. The Company shall have sole discretion on the deposit applicability and managing projects in the queue.
- 3. The Company will work on advanced study and scoping for up to four (4) projects at a time. Customers with projects being studied shall be notified of the study results and plans to receive service. Once an initial project agreement is complete, the Company will send necessary details to the Midcontinent Indpendent System Operator ("MISO") for its review. Completed plans shall be valid for six months.
- 4. Customers choosing to receive service according to these plans shall complete the required agreements to facilitate construction and all required service agreements to receive service. The Large Load Customer Service provisions of Service Classification 11(M) and associated service agreement contain additional requirements for qualifying projects that must be met to receive service. Customers failing to complete these agreements within the timeframe allowed may be returned to the queue.
  - 5. Additional details regarding the queue process and submission shall be posted to and updated from time to time on the Company's website.

DATE OF ISSUE _	August 13	, 2024 DATE EFFECTIVE	September 12, 2024
ISSUED BY	Mark C. Birk	Chairman & President	St. Louis, Missouri

<sup>\*</sup>Indicates Reissue.

**EXHIBIT B** 

MO.P.S.C. SCHEDULE NO.	6	1st Rev	ised SHEET NO.	125
CANCELLING MO.P.S.C. SCHEDULE NO.	6	Orig	inal SHEET NO.	125
PPLYING TO MIS	SOURI	SERVICE AREA		

THIS SHEET RESERVED FOR FUTURE USE

DATE OF ISSUE	March 1, 2019	DATE EFFECTIVE	April 1, 2019
ISSUED BY	Michael Moehn	President	St. Louis, Missouri
	NAME OF OFFICER	TITLE	ADDRESS

**EXHIBIT B** 

MO.P.S.C. SCHEDULE NO.	6	1st_R	evised SHEET NO.	126
CANCELLING MO.P.S.C. SCHEDULE NO.	6	Or	iginal SHEET NO.	126
PPLYING TO MIS	SOURI	SERVICE AREA		

THIS SHEET RESERVED FOR FUTURE USE

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DATE OF ISSUE	March 1, 2019	DATE EFFECTIVE	April 1, 2019
ISSUED BY	Michael Moehn	President	St. Louis, Missouri
	NAME OF OFFICER	TITLE	ADDRESS

**EXHIBIT B** 

MO.P.S.C. SCHEDULE NO.	6	1st_Re	evised SHEET NO.	127
CANCELLING MO.P.S.C. SCHEDULE NO.	6	Ori	ginal SHEET NO.	127
PPLYING TO MIS	SOURI	SERVICE AREA		

THIS SHEET RESERVED FOR FUTURE USE

DATE OF ISSUE _	March 1, 2019	DATE EFFECTIVE	April 1, 2019
ISSUED BY	Michael Moehn NAME OF OFFICER	President TITLE	St. Louis, Missouri ADDRESS

## **EXHIBIT B**

APPLYING TO	MIS	SOURI	SERVICE	AREA					
C	CANCELLING MO.P.S.C. SCHEDULE NO.	6	-		3rd	Revised	SHEET NO.	75	
	MO.P.S.C. SCHEDULE NO.	6	=		4th	Revised	SHEET NO.	75	

#### RIDER B

# DISCOUNTS APPLICABLE FOR SERVICE TO SUBSTATIONS OWNED BY CUSTOMER IN LIEU OF COMPANY OWNERSHIP

Where a customer served under rate schedules 4(M) or the non-Large Load Customer Service provisions of 11 (M) takes delivery of power and energy at a delivery voltage of 34kV or higher, Company will allow discounts from its applicable rate schedule as follows:

- \*1. A monthly credit of \$1.24/kW of billing demand for customers taking service at 34.5 or 69kV.
- \*2. A monthly credit of \$1.47/kW of billing demand for customers taking service at 115kV or higher.

Issued pursuant to the Order of the Mo.P.S.C. in Case No. ER-2021-0240.

DATE OF ISSUE February 14, 2022 DATE EFFECTIVE February 28, 2022

ISSUED BY Mark C. Birk Chairman & President St. Louis, Missouri NAME OF OFFICER TITLE ADDRESS

**ELECTRIC SERVICE** 

**EXHIBIT B** 

	MO.P.S.C. SCHEDULE NO.	6	-	4 t	h Revised	SHEET NO.	75	
С	CANCELLING MO.P.S.C. SCHEDULE NO.	6	-	3r	d Revised	SHEET NO.	75	
PPLYING TO	MISS	OURI	SERVICE	AREA				
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\*Indicates Change.

Issued pursuant to the Order of the Mo.P.S.C. in Case No. ER-2021-0240.

DATE OF ISSUE February 14, 2022 DATE EFFECTIVE February 28, 2022

ISSUED BY Mark C. Birk Chairman & President St. Louis, Missouri NAME OF OFFICER TITLE ADDRESS

## **ELECTRIC SERVICE**

**EXHIBIT B** 

APPLYING TO MI	SSOURT	SERVICE	AREA			_	
CANCELLING MO.P.S.C. SCHEDULE NO	. 6			2nd	Revised	SHEET NO.	74
MO.P.S.C. SCHEDULE NO	. 6			3rd	Revised	SHEET NO.	74

CLEAN CAPACITY ADVANCEMENT PROGRAM

RIDER CCAP

## PURPOSE/AVAILABILITY

The purpose of the Clean Capacity Advancement Program ("CCAP" or "Program") is to provide customers taking service under Service Classification 11(M) a capacity product that enables storage of clean energy.

#### **DEFINITIONS**

<u>CCAP Agreement</u>: An agreement between the Company and the eligible customer, setting forth the specific terms of such customer's participation in the Program, including the participating account.

<u>Large Load Customer Electric Service Agreement ("ESA")</u>: As defined in the Large Load Customer Service provisions of Service Classification No. (11M).

ESS Support Charge: The ESS Support Charge shall be calculated monthly as a participating customer's monthly ESS Support Level multiplied by the ESS Support Rate as specified in the CCAP Agreement.

<u>Energy Storage Systems ("ESS")</u>: An asset that stores electrical energy and then releases electrical energy onto the electric grid providing increased reliability and other energy and capacity services.

ESS Support Level (kW): Subject to the terms of applicable CCAP Agreement, the ESS Support Level is calculated as the summation of the total nameplate capacity for any Program Resources supported by the participating customer in question or portion thereof. To the extent that Program Resource capacity supported by a given customer is comprised of multiple resources that begin commercial operation at different times, the participating customer's ESS Support Level will be updated as appropriate to reflect the total nameplate capacity supported by the customer that are commercially operational at any point in time. The CCAP Agreement will reflect the ESS Support Level along with projected annual in-service dates for Program Resources from which capacity will be supported by the customer as specified in the CCAP Agreement.

ESS Support Rate (\$/kW-mo): Participating customers shall pay a dollar per kilowatt-month (\$/kW-mo.) rate as specified in the applicable CCAP Agreement. The rate shall be applied to the participant's ESS Support Level.

<u>Large Load Customers</u>: Customers to which the Large Load Customer Service provisions of Service Classification No. 11(M)apply.

<u>Program Resources:</u> Any new Company-owned commercially operational ESS supported in whole or in part by a participating customer under the Program for a term outlined in the customer's CCAP Agreement.

DATE OF ISSUE _		DATE EFFECTIVE	
ISSUED BY	Mark C. Birk	Chairman & President	St. Louis, Missouri
·	NAME OF OFFICER	TITI E	ADDDESS

## **ELECTRIC SERVICE**

**EXHIBIT B** 

APPLYING TO	MISS	OURI	SERVICE	AREA				
	CANCELLING MO.P.S.C. SCHEDULE NO.	6			1st	Revised	_SHEET NO	74.1
	MO.P.S.C. SCHEDULE NO.	6			2nd	Revised	SHEET NO.	74.1

RIDER CCAP

## CLEAN CAPACITY ADVANCEMENT PROGRAM (Cont'd.)

## MONTHLY BILL

All applicable charges provided for under, and other applicable terms and conditions of, Service Classification No. 11(M), and any ESA under which a Large Load Customer takes service, shall continue to apply and will continue to be based on actual metered energy use during the customer's normal billing cycle.

Customers that participate in the Program will see an additional charge, the ESS Support Charge, added to their bill for the in-service capacity being supported as specified in the CCAP Agreement.

Charges resulting from this Rider CCAP shall not be eligible for any economic development discount(s) that could otherwise apply to Company's Service Classification No. 11(M) customers.

All charges arising from Program participation are subject to any applicable license, franchise, gross receipts, occupation, or similar charge or tax levied by any taxing authority with appropriate jurisdiction.

#### OTHER PROGRAM PROVISIONS AND TERMS

- 1. A customer's participation in the CCAP is specific to the accounts specified in the applicable CCAP Agreement. A customer's participation in the CCAP is specific to the Program Resources specified in the applicable CCAP Agreement. Allocation of customer's CCAP participation across enrolled accounts will be determined by Company and the customer as specified in the applicable CCAP Agreement.
- 2. With respect to Large Load Customers, if at the time the CCAP Agreement is signed a Large Load Customer does not have an account number established for an account reasonably expected by Company to exist at some point over the Term or Extension Term of an ESA, Company may input a placeholder on the CCAP Agreement which will be updated after said account number is established.
- 3. If, prior to the end of the term of participation, a participating customer premises that constitutes a separate account is relocated to another location within the Company's service territory, the customer's participation shall continue at the customer's same ESS Support Level at the new account established at the new location.
- 4. Failure by a participating customer to pay its bill when due, including that part of the bill reflecting charges for participation in the CCAP, shall constitute a failure to pay a bill due for services in accordance with the Company's General Rules and Regulations.
- 5. A customer's participation in the CCAP is not a security and does not represent an ownership interest in any of the Program Resources.
- 6. Any customer participating in the CCAP or who formerly participated in the CCAP waives all rights to any billing adjustments or other relief arising from a claim that the Large Load Customer's service would be or would have been at a lower cost had the Customer not participated in the CCAP.

DATE OF ISSUE		DATE EFFECTIVE	
ISSUED BY	Mark C. Birk	Chairman & President	St. Louis, Missouri
	NAME OF OFFICER	TITLE	ADDRESS

**ELECTRIC SERVICE** 

**EXHIBIT B** 

MO.P.S.C. SCHEDULE NO.	6			2nd	Revised	SHEET NO.	74.1
CANCELLING MO.P.S.C. SCHEDULE NO.	6			1st	Revised	SHEET NO.	74.1
PPLYING TO MIS	SSOURI	SERVICE	AREA				

DATE OF ISSU	E	DATE EFFECTIVE	
ISSUED BY	Mark C. Birk	Chairman & President	St. Louis, Missouri
	NAME OF OFFICER	TITLE	ADDRESS

## **ELECTRIC SERVICE**

**EXHIBIT B** 

APPLYING TO	MIS	SOURI	SERVICE	AREA				
(	CANCELLING MO.P.S.C. SCHEDULE NO	6			1st	Revised	 SHEET NO.	74.2
	MO.P.S.C. SCHEDULE NO.	6			2nd	Revised	SHEET NO.	74.2

RIDER CCAP

## CLEAN CAPACITY ADVANCEMENT PROGRAM (Cont'd.)

## OTHER PROGRAM PROVISIONS AND TERMS (Cont'd.)

- 7. Upon the occurrence of any act or event not within the reasonable control of Company (e.g., force majeure event or change in law) that affects capacity supported by the participating customer from a Program Resource, Company shall be excused from performance under the Program and CCAP Agreement to the extent such performance is delayed or prevented by such act or event, and shall resume normal performance within the shortest time reasonably practicable. In the event that such a Program Resource is damaged, or production and/or transmittal of energy produced therefrom is prevented from normal operations for more than six (6) months, Company may remove such affected Program Resource from the Program by giving notice of the removal to affected customers. In such event, such ESS Support Levels shall be reduced to the degree necessary to account for the available Program Resource capacity, subject, however, to the Company's right to add additional Program Resource capacity to increase customers' ESS Support Level up to the customer's ESS Support Level prior to such reduction as additional Program Resource capacity becomes available. The term of a customer's participation is unaffected by a force majeure event or a change in the ESS Support Level.
- 8. The term and termination and financial security provisions of a customer's subscription under this Rider shall be governed by the customer's CCAP Agreement and, if applicable for a Large Load Customer, the ESA.

## GENERAL RULES AND REGULATIONS

In addition to the above specific rules and regulations, all of Company's General Rules and Regulations shall apply to service supplied under this Program, except as specifically modified herein.

#### NEW RESOURCES

If a participating customer's CCAP Agreement provides for support of Program Resource capacity that is not yet in commercial operation as of the date the CCAP Agreement is executed by the customer and if such Program Resource capacity does not achieve commercial operation by the date specified in the CCAP Agreement, the Company shall use commercially reasonable efforts, subject to any required approvals from the Commission, to make alternative Program Resource capacity available for support by the affected customer.

### CLEAN PRODUCTION DATA

A participating customer may request hourly output data from the Company specific to the Program Resource capacity being supported by the customer.

DATE OF ISSUE		DATE EFFECTIVE	
ISSUED BY	Mark C. Birk	Chairman & President	St. Louis, Missouri
	NAME OF OFFICER	TITI F	ADDRESS

**EXHIBIT B** 

MO.P.S.C. SCHEDULE NO.	6			1st Revised	SHEET NO.	74.3
CANCELLING MO.P.S.C. SCHEDULE NO.	6			Original	SHEET NO.	74.3
PPLYING TO MI	SSOURI	SERVICE	AREA			

RESERVED FOR FUTURE USE

\*Indicates Change.

Issued pursuant to the Order of the Mo.P.S.C. in Case No. ER-2022-0337.

DATE OF ISSUE June 19, 2023 DATE EFFECTIVE July 9, 2023 ISSUED BY Mark C. Birk Chairman & President St. Louis, Missouri NAME OF OFFICER ADDRESS TITLE

## **ELECTRIC SERVICE**

**EXHIBIT B** 

CANCELLING MO.P.S.C. SCHEDULE NO.				1st Revised	SHEET NO.	74.4
PPLYING TO MIS	SSOURI	SERVICE	AREA			

CLEAN ENERGY CHOICE PROGRAM

RIDER CEC

### PURPOSE/AVAILABILITY

The Clean Energy Choice Rider (the "Program") provides Service Classification 11(M) with a means to influence the Company's generation resource portfolio. Within the Company's Integrated Resource Planning Process("IRP"), the eligible customer may request one or more Clean Energy Resources be deployed in place of or in addition to one or more resources selected in the Company's Preferred Resource Portfolio. If the Company determines that it should include customer's requested generation as part of a Clean Energy Preferred Resource Plan, the Requesting Customer shall cover costs associated with its specific request for clean resources. The specific terms of the Requesting Customer's obligation must be reflected in a mutually agreed upon Clean Energy Choice Agreement and will be subject to Commission approval as outlined below.

#### **DEFINITIONS**

For purposes of this Program, the following definitions apply:

Clean Energy Resource: A resource that does not contribute any net carbon emissions to the atmosphere, which shall include but not be limited to distributed energy resources such as demand side management, energy efficiency, and battery storage.

Clean Energy Preferred Resource Plan: A separate resource plan that would call for the addition of one or more generation resources pursuant to a Requesting Customer's request. The Company retains all discretion in preparing the Clean Energy Preferred Resource Plan to ensure the Clean Energy Preferred Resource Plan meets the Company's requirements to provide safe and reliable service. The execution of the Clean Energy Preferred Resource Plan shall be subject to approval by the Commission, including approval by the Commission of the Requesting Customer's funding obligations for the subject Clean Energy Resource, and obtaining all appropriate regulatory approvals, and in a manner deemed satisfactory to the Company in its sole discretion.

Integrated Resource Planning Process: The Company's integrated process to consider and analyze demand-side resources, supply-side resources, and renewable energy resources on an equivalent basis, subject to compliance with all legal mandates that may affect the selection of Company electric energy and capacity resources, governed by the Commission's Resource Planning rules and applicable statutes.

Large Load Customers: Customers to which the Large Load Customer Service provisions of Service Classification No. 11(M)apply.

Preferred Resource Plan: This refers to the resource plan selected by the Company as its Preferred Resource Plan as part of its IRP.

\*Indicates Addition.

DATE OF ISSUE		DATE EFFECTIVE	
ISSUED BY	Mark C. Birk	Chairman & President	St. Louis, Missouri

NAME OF OFFICER

## **ELECTRIC SERVICE**

EXHIBIT B

MO.P.S.C. SCHEDULE NO.	6			2nd Revised	SHEET NO.	74.5
CANCELLING MO.P.S.C. SCHEDULE NO.	6			1st Revised	SHEET NO.	74.5
APPLYING TO MIS	SOURI	SERVICE	AREA			

RIDER CEC

CLEAN ENERGY CHOICE PROGRAM (Cont'd.)

#### DEFINITIONS (Cont'd.)

Requesting Customer: An eligible customer who requests that one or more clean energy resources be deployed in place of or in addition to the generation resources selected in the Company's Preferred Resource Plan. There may be multiple Requesting Customers who support the same Clean Energy Preferred Resource Plan.

#### CLEAN ENERGY ATTRIBUTES

If applicable, the Requesting Customer shall receive the clean energy attributes associated with the Clean Energy Resources as contemplated by the Customer's Clean Energy Choice Agreement. The Company shall retire the clean energy attributes to which the Requesting Customer is entitled on their behalf, up to an amount equal to the Requesting Customer's annual energy usage. Any excess clean energy attributes beyond those retired on behalf of customer, will be transferred to Customer. Alternatively, Ameren Missouri may assign or transfer to Customer all rights necessary for Customer to register, hold, and manage the clean energy attributes in Customer's account, in which case Ameren Missouri will provide documentation required by the Registry to verify the transfer of the clean energy attributes associated with generation of the clean energy resource. If the Clean Energy Preferred Resource Plan includes more than one Requesting Customer, the clean energy attributes to which they are collectively entitled will be allocated to the Requesting Customers on the equivalent basis as the cost differential, as applicable and as determined by Company and addressed in the Customer's Clean Energy Choice Agreement.

## CLEAN RESOURCE PRODUCTION DATA

A Requesting Customer may request hourly output data, if applicable, from the Company specific to the Clean Energy Resource(s) included in an adopted and executed Clean Energy Preferred Resource Plan.

## GENERAL RULES AND REGULATIONS

In addition to the above specific rules and regulations, all of Company's General Rules and Regulations shall apply to service supplied under this Program, unless specifically modified herein.

DATE OF ISSUE		DATE EFFECTIVE	
ISSUED BY	Mark C. Birk	Chairman & President	St. Louis, Missouri
<del></del>	NAME OF OFFICER	TITI E	ADDRESS

**EXHIBIT B** 

	MO.P.S.C. SCHEDULE NO.	6			1st Revised	SHEET NO.	74.6
C	ANCELLING MO.P.S.C. SCHEDULE NO.	6			Original	SHEET NO.	74.6
PPLYING TO	MIS	SOURI	SERVICE	AREA			

RESERVED FOR FUTURE USE

\*Indicates Change.

Issued pursuant to the Order of the Mo.P.S.C. in Case No. ER-2022-0337.

DATE OF ISSUE June 19, 2023 DATE EFFECTIVE July 9, 2023 ISSUED BY Mark C. Birk Chairman & President St. Louis, Missouri NAME OF OFFICER ADDRESS TITLE

## **ELECTRIC SERVICE**

**EXHIBIT B** 

APPLYING TO	MIS	SOURI	SERVICE	AREA				
С	ANCELLING MO.P.S.C. SCHEDULE NO.	6			1st	Revised	SHEET NO.	74.7
	MO.P.S.C. SCHEDULE NO.	6			1st	Revised	SHEET NO.	74.7

RIDER NEC

## NUCLEAR ENERGY CREDIT PROGRAM

#### PURPOSE/AVAILABILITY

The purpose of the Nuclear Energy Credit Rider program ("Program") is to allow Service Classification 11(M) Customers that have elected to participate in the Program to subscribe to receive NECs that are associated with Company-owned nuclear energy resources in amounts not to exceed the customer's Annual Usage. The Company shall track NECs assigned to each customer annually until (if applicable) a registry for NECs that is similar to a Renewable Energy Credit registry such as the North American Renewable Registry is used based on initial Midcontinent Independent System Operator ("MISO") settlements of Company-owned or sourced nuclear resources, as the initial settlement values may be adjusted as part of MISO's resettlement process. Under the Program, a customer may agree to receive NECs for an agreed upon term as specified in the customer's NEC Agreement.

## **DEFINITIONS**

For purposes of this Program, the following definitions apply:

<u>Customer's Annual Usage</u>: Customer's actual metered energy usage over the twelve (12) most recent monthly billing periods for which data is available, or, if deemed more appropriate by the Company, Customer's expected metered energy usage over twelve (12) monthly billing periods as determined by the Company. Customer's Annual Usage shall be established at the time the NEC Agreement is executed by Customer and Company. In the case where the participant is a Large Load Customer, Customer's Annual Usage may vary by year depending on the Large Load Customer's Ramp Period usage.

<u>Large Load Customer Service Agreement ("ESA")</u>: As defined in the Large Load Customer Service provisions of Service Classification No. (11M).

<u>Large Load Customer</u>: Customers to which the Large Load Customer Service provisions of Service Classification No. 11(M)apply.

NEC Agreement: A written contract executed by the Company and a customer setting forth the specific terms of the customer's subscription under this Program including the accounts covered by the subscription. The NEC Agreement shall reflect the quantity of NECs to which the customer is subscribing, subject to the terms and conditions set forth in this tariff and the NEC Agreement.

 $\underline{\text{Nuclear Energy:}}$  Electricity that is generated using Company-owned nuclear energy resources.

<u>Nuclear Energy Credits ("NECs"):</u> Attributes from one megawatt-hour (MWh) of electricity generated from a Company-owned nuclear energy resource.

 $\frac{\text{Nuclear Energy Credit Charge ("NEC Charge"):}}{\text{monthly as a customer's monthly quantity of NECs multiplied by the NEC Rate as specified in the NEC Agreement.}}$ 

Nuclear Energy Credit Rate ("NEC Rate"): A dollar per megawatt hour (\$/MWh) rate applicable to a customer's monthly quantity of NECs as specified in the NEC Agreement.

DATE OF ISSU	E	DATE EFFECTIVE	
ISSUED BY	Mark C. Birk	Chairman & President	St. Louis, Missouri
	NAME OF OFFICER	TITLE	ADDRESS

ELECTRIC SERVICE

**EXHIBIT B** 

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PPLYING TO	MISSOUF	RI SERVICE	AREA			
C	CANCELLING MO.P.S.C. SCHEDULE NO. 6	_	1st	Revised	SHEET NO	74.7
	MO.P.S.C. SCHEDULE NO. 6	_	1st	Revised	SHEET NO.	74.7

Ramp Period: As specified in a Large Load Customer's ESA.

DATE OF ISSUE	<u> </u>	DATE EFFECTIVE	
ISSUED BY	Mark C. Birk	Chairman & President	St. Louis, Missouri
	NAME OF OFFICER	TITLE	ADDRESS

## **ELECTRIC SERVICE**

**EXHIBIT B** 

APPLYING TO	MISSO	URI	SERVICE	AREA				
	CANCELLING MO.P.S.C. SCHEDULE NO.	6			1st	Revised	SHEET NO.	74.8
	MO.P.S.C. SCHEDULE NO.	6			2nd	Revised	SHEET NO.	74.8

RIDER NEC

## NUCLEAR ENERGY CREDIT PROGRAM (Cont'd.)

## MONTHLY BILL

All charges provided for under, and other terms and conditions of, the applicable provisions of Service Classification No. 11(M), and any applicable ESA under which a Large Load Customer takes service, shall continue to apply and will continue to be based on actual metered energy use during the Customer's normal billing cycle.

All charges arising from Program participation are subject to any applicable license, franchise, gross receipts, occupation, or similar charge or tax levied by any taxing authority with appropriate jurisdiction.

Charges resulting from this Rider NEC shall not be eligible for any economic development discount(s) that could otherwise apply to Company's Service Classification No. 11(M) customers.

Customers that participate in the Program will see an additional charge added to their bill for the NECs, the NEC Charge.

## OTHER PROGRAM PROVISIONS AND TERMS

- 1. A Customer's participation in the NEC is specific to the accounts specified in the applicable NEC Agreement. An Allocation of Customer's NEC participation across enrolled accounts will be determined by Company and the Large Load Customer as specified in the applicable NEC Agreement.
- 2. In the case of a Large Load Customer, if at the time the NEC Agreement is signed a Large Load Customer does not have account number established for an account reasonably expected by Company to exist at some point over the Term of the ESA, Company may input a placeholder on the NEC Agreement which will be updated after said account number is established.
- 3. If, prior to the end of the term of a given subscription, a customer premises that constitutes a separate account is relocated to another location within the Company's service territory, the customer's subscription shall continue to be enrolled in the Program at the customer's same NEC quantity at the new account established at the new location.
- 4. Failure by a Customer to pay its bill when due, including the NEC Charge, shall constitute a failure to pay a bill due for services in accordance with the Company's General Rules and Regulations.
- 5. Any customer subscribing to NECs or that formerly subscribed to NECs waives all rights to any billing adjustments or other relief arising from a claim that the customer's service would be or would have been at a lower cost had the customer not participated in the Program.

DATE OF ISSUE		DATE EFFECTIVE	
ISSUED BY	Mark C. Birk	Chairman & President	St. Louis, Missouri

<sup>\*</sup>Indicates Addition.

## **ELECTRIC SERVICE**

**EXHIBIT B** 

PPLYING TO	MISS	SOURI	SERVICE	AREA				
C	ANCELLING MO.P.S.C. SCHEDULE NO	6			1st Revised	d	SHEET NO.	74.9
	MO.P.S.C. SCHEDULE NO.	6			2nd Revised	d	SHEET NO.	74.9

RIDER NEC

## NUCLEAR ENERGY CREDIT PROGRAM (Cont'd.)

## OTHER PROGRAM PROVISIONS AND TERMS (Cont'd.)

- 6. If the Nuclear Energy generated by Company-owned nuclear generation is not sufficient to meet the sum of all customers' annual NEC subscriptions during a calendar year, the Company shall refund each subscribing customer an amount equal to the applicable NEC Rate multiplied by the difference between the number of NEC's subscribed to by the customer and the customer's pro rata annual share of the NECs that were produced in that calendar year.
- 7. A customer's subscription under this Program is not a security and does not represent an ownership interest in any Company-owned generation.
- 8. The term and termination and financial security provisions of a Customer's subscription under this Rider shall be governed by the Customer's NEC Agreement, and, if applicable for a Large Load Customer, the ESA.

## GENERAL RULES AND REGULATIONS

Service hereunder is subject to the Company's General Terms and Conditions as approved by the Missouri Public Service Commission and any modification subsequently approved.

## REPORTING

The Company shall calculate and provide the subscribing customer with its total annual NECs consistent with the customer's subscription, which shall occur in the first quarter of the year following the prior annual year subscription (e.g. in first quarter of 2026 for a 2025 annual subscription).

DATE OF ISSUE		DATE EFFECTIVE	
ISSUED BY	Mark C. Birk	Chairman & President	St. Louis, Missouri
	NAME OF OFFICER	TITI E	ADDRESS

<sup>\*</sup>Indicates Addition.

**EXHIBIT B** 

CANCELLING MO.P.S.C. SCHEDULE NO. 6 Original SHEET NO.		
MIO.F.S.C. SCHEDULE NO. 0 130 Nev 13ed SHEET NO.	, 1, 10	
MO.P.S.C. SCHEDULE NO. 6 1st Revised SHEET NO.	74.10	

RESERVED FOR FUTURE USE

\*Indicates Change.

Issued pursuant to the Order of the Mo.P.S.C. in Case No. ER-2022-0337

DATE OF ISSUE June 19, 2023 DATE EFFECTIVE July 9, 2023 ISSUED BY Mark C. Birk Chairman & President St. Louis, Missouri NAME OF OFFICER ADDRESS TITLE

**EXHIBIT B** 

MO.P.S.C. SCHEDULE NO	. 6			2nd Revised	SHEET NO.	74.11
CANCELLING MO.P.S.C. SCHEDULE NO	o. <u>6</u>			1st Revised	SHEET NO.	74.11
APPLYING TO MI	SSOURI	SERVICE	AREA			

RIDER RSP LLC

## RENEWABLE SOLUTIONS PROGRAM - LARGE LOAD CUSTOMERS

#### PURPOSE/AVAILABILITY

The purpose of the Renewable Solutions Program - Large Load Customers("RSP LLC" or "Program") is to allow Large Load Customers that have elected to participate in the Program pursuant to the Large Load Customer's ESA, to subscribe to receive renewable energy service ("RE Service") from existing or new renewable wind and/or solar generation resource capacity available to the Large Load Customer under the Program.

## **DEFINITIONS**

<u>Commercial Pricing Node</u>: The point where any transmission-interconnected renewable energy from a Program Resource will be injected into the wholesale energy market.

<u>Large Load Customer Service Agreement ("ESA")</u>: As defined in the Large Load Customer Service provisions of Service Classification No. (11M).

<u>Large Load Customer</u>: Customers to which the Large Load Customer Service provisions of Service Classification No. 11(M)apply.

Large Load Customer's Annual Usage: Large Load Customer's actual metered energy usage over the twelve (12) most recent monthly billing periods for which data is available, or, if deemed more appropriate by the Company, Large Load Customer's expected metered energy usage over twelve (12) monthly billing periods as determined by Company. A Large Load Customer's Annual Usage shall be established at the time the RSP LLC Agreement is executed by the Large Load Customer and Company. A Large Load Customer's Annual Usage may vary by year depending on the Large Load Customer's Ramp Period usage.

Metered RE Production: This is the total energy production of the Program Resources or portion thereof available to the Large Load Customer under the applicable Renewable Solutions Program - LLC Agreement ("RSP LLC Agreement") at a point in time, as measured at the Commercial Pricing Node(s) where the power is injected into the wholesale energy market or by dedicated generation meters at the point of interconnection with the distribution system where resource output offsets power that would have otherwise been procured in the wholesale energy market. This value is expressed as the metered production of energy (measured in kilowatt-hours ("kWh")). Each Program Resource shall be separately metered.

<u>Program Resources</u>: Any new Company-owned commercially operational wind or solar generation resources available in whole or in part to a Large Load Customer participating in the Program. Once commercially operational, new renewable generation facilities or a portion thereof will be available to provide service to the Large Load Customer in question for a term outlined in the Large Load Customer's RSP LLC Agreement.

Ramp Period: As specified in the Large Load Customer's ESA.

DATE OF ISSUE		DATE EFFECTIVE	
ISSUED BY	Mark C. Birk	Chairman & President	St. Louis, Missouri

ELECTRIC SERVICE

**EXHIBIT B** 

MO.P.S.C. SCHEDULE NO. $\_$	6			2nd Revised	SHEET NO.	74.11
CANCELLING MO.P.S.C. SCHEDULE NO. $\_$	6			1st Revised	SHEET NO.	74.11
APPLYING TO MIS	SOURI	SERVICE	AREA			

DATE OF ISSU	JE_	DATE EFFECTIVE	
SSUED BY	Mark C. Birk	Chairman & President	St. Louis, Missouri
_	NAME OF OFFICER	TITLE	ADDRESS

**EXHIBIT B** 

	.C. SCHEDULE NO	6					SHEET NO.	-
CANCELLING MO.P.S.	_				1st	Revised	SHEET NO.	74.12
APPLYING TO	MISS	SOURT	SERVICE	AREA				

RIDER RSP LLC

## RENEWABLE SOLUTIONS PROGRAM - LARGE LOAD CUSTOMERS (Cont'd.)

## DEFINITIONS (Cont'd.)

Renewable Benefits Credit: A credit applied to the monthly bill of a participating Large Load Customer. The Renewable Benefits Credit for a given Large Load Customer will be calculated as the Metered RE Production of the Program Resource capacity to which the Large Load Customer has subscribed for the most recent calendar month for which production data is available at the time the Large Load Customer's monthly bill is rendered multiplied by the applicable Renewable Benefits Rate. To the extent that the production data used to calculate this credit is dependent on market settlement data from a Regional Transmission Organization (RTO), the initial credit shall be based on the settlement data available as of the time the initial credit is given. Any subsequent settlement data that the RTO publishes for the month covered by the bill when the initial credit was given that results in a different amount of production will be reflected in an adjustment to the previously applied credit on subsequent billing statements of the subscriber.

Renewable Benefits Rate: A \$/kWh rate applicable to the Metered RE Production from the Large Load Customer's portion of Program Resource capacity to which the Large Load Customer has subscribed. Over the term of the applicable RSP LLC Agreement, there will be a specified Renewable Benefits Rate for each year of the term applicable to all Program Resource capacity subscribed to by the Large Load Customer in question.

Renewable Resource Charge: A charge applied to the monthly bill of the participating Large Load Customer. The Renewable Resource Charge will be calculated as the Large Load Customer's RE Service Level multiplied by the Renewable Resource Rate, provided that if Company is unable to meet a subscriber's RE Service Level as a result of the occurrence of an act or event described in item 7 of the Other Program Provisions and Terms of this Rider RSP LLC, the RE Service Level shall be reduced to the level Company can supply during the period Company's performance is reduced or delayed.

Renewable Resource Rate: A \$/kW rate applicable to subscribers. Over the term of the applicable RSP LLC Agreement, there will be a specified Renewable Resource Rate for each year and for each technology (i.e., for each of wind and solar) for the term applicable to all Program Resource capacity subscribed to by the Large Load Customer in question.

RE Service Level (kW): The RE Service Level is determined as provided for in the applicable RSP LLC Agreement. Subject to the terms of the Large Load Customer's RSP LLC Agreement, the RE Service Level is calculated as the summation of the total nameplate capacity of Program Resources subscribed to by the Large Load Customer in question or portion thereof available to the Large Load Customer under the applicable RSP LLC Agreement. To the extent that the Program Resource capacity subscribed to by a given Large Load Customer is comprised of multiple resources that begin commercial operation at different times, the Large Load Customer's RE Service Level will be updated as appropriate to reflect the total nameplate capacity subscribed to by the Large Load Customer in question that are generating renewable power at any point in time.

DATE OF ISSUE _		DATE EFFECTIVE	
ISSUED BY	Mark C. Birk	Chairman & President	St. Louis, Missouri
·	NAME OF OFFICER	TITI E	ADDDESS

## **ELECTRIC SERVICE**

**EXHIBIT B** 

APPLYING TO	MIS	SOURI	SERVICE	AREA				
CAN	ICELLING MO.P.S.C. SCHEDULE NO.	6			10th	Revised	SHEET NO.	74.13
	MO.P.S.C. SCHEDULE NO.	6			11th	Revised	SHEET NO.	74.13

RIDER RSP LLC

## RENEWABLE SOLUTIONS PROGRAM - LARGE LOAD CUSTOMERS (Cont'd.)

#### DEFINITIONS (Cont'd.)

RSP LLC Agreement: A written contract executed by the Large Load Customer and Company setting forth the specific terms of such customer's subscription under the Program, including the accounts covered by the subscription.

### SUBSCRIPTION

An eligible Large Load Customer may subscribe to RE Service associated with Program Resource capacity, where the projected energy production from which is less than or equal to 100% of the Large Load Customer's Annual Usage, subject to the availability of Program Resource capacity and to the terms of the Large Load Customer's RSP LLC Agreement. The RSP LLC Agreement will reflect the Large Load Customer's RE Service Level along with projected annual in-service dates for Program Resources from which capacity will be subscribed by the Large Load Customer as specified in the RSP LLC Agreement.

### MONTHLY BILL

All charges provided for under, and other terms and conditions of, the Large Load Customer Service provisions of Service Classification No. 11(M), and the ESA under which the Large Load Customer takes service, shall continue to apply and will continue to be based on actual metered energy use during the Large Load Customer's normal billing cycle.

Large Load Customers that participate in the Program will see additional charge(s) and credit(s) (i.e., the Renewable Resource Charge(s) and the Renewable Benefits Credit(s)) added to their bill for in-service capacity subscribed to by them associated with the most recent calendar month as of the time the bill is produced. Renewable Resource Charge(s) and Renewable Benefits Credit(s) reflect the Large Load Customer's procurement of renewable energy from the Company in an amount equal to the Large Load Customer's RE Service Level.

Charges resulting from this Rider RSP-LLC shall not be eligible for any economic development discount(s) that could otherwise apply to Company's Service Classification No.  $11\,(\text{M})$  customers.

All charges and credits arising from RE Service under the Program are subject to any applicable license, franchise, gross receipts, occupation, or similar charge or tax levied by any taxing authority with appropriate jurisdiction.

DATE OF ISSUE _		DATE EFFECTIVE	
ISSUED BY	Mark C. Birk	Chairman & President	St. Louis, Missouri
	NAME OF OFFICER	TITLE	ADDRESS

## **ELECTRIC SERVICE**

**EXHIBIT B** 

MO.P.S.C. SCHEDULE NO.	6			Original	SHEET NO	74.14
CANCELLING MO.P.S.C. SCHEDULE NO.					SHEET NO	)
APPLYING TO MIS	SOURI	SERVICE	AREA			

RENEWABLE SOLUTIONS PROGRAM - LARGE LOAD CUSTOMERS (Cont'd.)

RIDER RSP LLC

## OTHER PROGRAM PROVISIONS AND TERMS

- 1. The Renewable Energy Credits ("RECs") associated with the generation output of Program Resource capacity shall be retired on behalf of the subscribing Large Load Customers. Alternatively, Ameren Missouri may assign or transfer to Customer all rights necessary for Customer to register, hold, and manage the clean energy attributes in Customer's account, in which case Ameren Missouri will provide documentation required by the Registry to verify the transfer of the clean energy attributes associated with generation of the clean energy resource.
- 2. A Large Load Customer's subscription for RE Service is specific to the accounts specified in the applicable RSP LLC Agreement. If at the time the RSP LLC Agreement is signed, a Large Load Customer does not have an account number established for an account reasonably expected by Company to exist at some point over the Term of the ESA, Company may input a placeholder on the RSP LLC Agreement which will be updated after said account number is established. A Large Load Customer's subscription for RE Service is specific to the capacity available to the Large Load Customer in its RSP LLC Agreement. Allocation of a Large Load Customer's RE Service across enrolled Large Load Customer's accounts will be proportional to a Large Load Customer's Annual Usage for each account as determined by Company.
- 3. If, prior to the end of the term of a given subscription, a Large Load Customer's premises that constitutes a separate account is relocated to another location within the Company's service territory, the Large Load Customer's subscription shall continue to be enrolled in the Program at the Large Load Customer's same RE Service Level at the new account established at the new location.
- 4. Failure by a Large Load Customer to pay its bill when due, including that part of the bill reflecting charges for RE Service, shall constitute a failure to pay a bill due for services in accordance with the Company's General Rules and Regulations.
- 5. Any Large Load Customer receiving RE Service or who formerly received RE Service waives all rights to any billing adjustments or other relief arising from a claim that the Large Load Customer's service would be or would have been at a lower cost had the Large Load Customer not participated in the Program.
- 6. A Large Load Customer's RE Service subscription is not a security and does not represent an ownership interest in any of the Program Resources

DATE OF ISSUE _		DATE EFFECTIVE	
ISSUED BY	Mark C. Birk	Chairman & President	St. Louis, Missouri
·	NAME OF OFFICER	TITI C	ADDDESS

## **ELECTRIC SERVICE**

**EXHIBIT B** 

MO.P.S.C. SCHEDULE NO.	6	Original	SHEET NO.	74.15
CANCELLING MO.P.S.C. SCHEDULE NO.			SHEET NO.	
APPLYING TO MISS	OURI SERVICE	AREA		

RIDER RSP LLC

## RENEWABLE SOLUTIONS PROGRAM - LARGE LOAD CUSTOMERS (Cont'd.)

## OTHER PROGRAM PROVISIONS AND TERMS (Cont'd.)

- 7. Upon the occurrence of any act or event not within the reasonable control of Company (e.g., force majeure event or change in law) that affects capacity subscribed to by the Large Load Customer from a Program Resource, Company shall be excused from performance under the Program and RSP LLC Agreement to the extent such performance is delayed or prevented by such act or event, and shall resume normal performance within the shortest time reasonably practicable. In the event that such a Program Resource is damaged, or production and/or transmittal of energy produced therefrom is prevented from normal operations for more than six (6) months, Company may remove such affected Program Resource capacity from the Program by giving notice of the removal to affected Large Load Customers. In such event, such RE Service Levels shall be reduced to the degree necessary to account for the available Program Resource capacity, subject, however, to the Company's right to add additional Program Resource capacity to increase Large Load Customers' RE Service Levels up to the Large Load Customer's RE Service Level prior to such reduction as additional Program Resource capacity becomes available.
- 8. The term of a Large Load Customer's subscription is unaffected by a force majeure event or a change in the RE Service Level. The term and termination of a Large Load Customer's subscription under this Rider shall be governed by the Large Load Customer's ESA and RSP-LLC Agreement.

## GENERAL RULES AND REGULATIONS

In addition to the above specific rules and regulations, all of Company's General Rules and Regulations shall apply to service supplied under this Program, except as specifically modified herein.

### NEW RESOURCES

If a Large Load Customer's RSP LLC Agreement provides for a subscription to Program Resource capacity that is not yet in commercial operation as of the date the RSP LLC Agreement is signed, and if such Program Resource capacity does not achieve commercial operation by the date specified in the RSP LLC Agreement, the Company shall use commercially reasonable efforts, subject to any required approvals from the Commission, to make alternative Program Resource capacity available for subscription to the affected Large Load Customer.

#### CLEAN PRODUCTION DATA

A subscribing Large Load Customer may request hourly output data from the Company specific to the Program Resource capacity to which the Large Load Customer has subscribed.

DATE OF ISSUE		DATE EFFECTIVE	
ISSUED BY	Mark C. Birk	Chairman & President	St. Louis, Missouri
	NAME OF OFFICER	TITI F	ADDRESS

Schedule LLCS Initial Pricing - Standard Rate				
Charges	Summer	Non-Summer		
Customer	\$412.66	\$412.66		
Low-Income Pilot	\$291.99	\$291.99		
Demand (\$/kW)	\$22.43	\$10.66		
Energy (\$/kWh)	\$0.0406	\$0.0371		
Reactive (\$/kvar)	\$0.4481	\$0.4481		

Standard Rate Seasons -Summer - June through September Non-Summer - October - May

Billing demand on-peak hours: 6 am to 10 pm daily

Schedule LLCS Initial Pricing - Alternate Seasonal and TOU Rate						
Charges	Spring	Summer	Fall	Winter		
Customer	\$412.66	\$412.66	\$412.66	\$412.66		
Low-Income Pilot	\$291.99	\$291.99	\$291.99	\$291.99		
Demand (\$/kW)	\$9.16	\$22.43	\$9.16	\$17.58		
On-Peak Energy (\$/kWh)	\$0.0360	\$0.0616	\$0.0413	\$0.0387		
Off-Peak Energy (\$/kWh)	\$0.0289	\$0.0324	\$0.0298	\$0.0375		
Reactive (\$/kvar)	\$0.4481	\$0.4481	\$0.4481	\$0.4481		

Alternate Rate Seasons Spring - March through May
Summer - June through August
Fall - September through November
Winter - December through February

Peak/Off-Peak Energy Charge Period Designations -On-Peak Hours - 9 am to 9 pm daily Off-Peak Hours - 9 pm to 9 am daily

Billing demand on-peak hours: 6 am to 10 pm daily

Service Voltage: 115 kV or greater

Illustrative Revenue Sharing Calculation Based on Earnings Review Surveillance ("ERS") Report (A) Total Rate Base	\$ :	<u>202X</u> 20,000,000,000
(B) Net Operating Income	\$	1,500,000,000
(C) Return on Rate Base [ (B) / (A) ]		7.50%
(D) Total Weighted Cost of Capital - Excluding Common Equity		2.06%
(E) Weighted Cost of Common Equity [ (C) - (D) ]		5.44%
(F) Common Equity Ratio		51.96%
(G) Earned ROE [ (E) / (F) ]		10.46%
(H) Midpoint of the Staff's Recommended ROE range in File No. ER-2024-0319		9.74%
(I) Difference between Earned ROE and Midpoint of the Staff's Recommended ROE range in File No. ER-2024-0319 [ (G) - (H) ]		0.72%
(J) Revenue Subject to Revenue Sharing Mechanism [ (A) x (F) x (I) ]	\$	75,307,181
(K) Tax Gross-up Factor (1 / ((1 x (1 - 23.7% statutory tax rate))		1.31
(L) Revenue Subject to Revenue Sharing Mechanism with Tax Gross-up Factor [ (J) $x$ (K) ]	\$	98,698,796
(M) Application of 65% Revenue Sharing Mechanism		65%
(N) Amount to be Deferred as a Regulatory Liability to be Returned to Retail Electric Customers in a Future Rate Case [ (L) >	<b>\$</b>	64,154,217
(O) Portion of Regulatory Liability for the Benefit of All Retail Electric Customers [ (L) x (50%) ]		49,349,398
(P) Portion of Regulatory Liability for the Benefit of Low-Income Customers [ (L) x (15%) ]	\$	14,804,819

NOTE: FOR ILLUSTRATIVE PURPOSES ONLY. VALUES ABOVE ARE NOT DERIVED FROM ANY HISTORICAL PERIOD.

## **EXHIBIT D**

	(Q)	(R)	[ (Q) x (R) ]	
Cost of Capital	Percent (1)	<u>Cost (2)</u>	Weighted Cost	
Long-term debt	47.51%	4.30%	2.04%	
Short-term debt	0.00%	0.00%	0.00%	
Preferred stock	0.54%	4.18%	0.02%	
Other	0.00%	0.00%	0.00%	
Common equity (	51.96%			
	_	_		(D) Total Weighted Cost of Capital - Excluding
_	100.00%	=	2.06%	Common Equity

<sup>(1)</sup> Percentages based on actual balances at end of period.(2) Based on actual average cost at end of period.