

STATE OF MICHIGAN
PUBLIC SERVICE COMMISSION

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

In the matter of the application of
Consumers Energy Company for
authority to increase its rates for
the generation and distribution of
electricity and for other relief.

Case No. U-18322

Rebuttal Testimony
of

Jeffrey Pollock

On Behalf of

Association of Businesses Advocating Tariff Equity

September 7, 2017



J. POLLOCK
INCORPORATED

STATE OF MICHIGAN
PUBLIC SERVICE COMMISSION

1 Q DO GSG-2 CUSTOMER CAUSE THE SAME DELIVERY COSTS AS RATE GPD
2 CUSTOMERS?
3 A No. Distribution-related costs are allocated to customer classes based on the class
4 peak demand. However, these costs are currently billed on each customer's
5 maximum demand. The ratio of a customer's (1) billing demand to (2) the demand
6 coincident with the class peak is a measure of diversity. Diversity can vary
7 substantially depending on a customer's load characteristics. For example, the
8 diversity associated with Rate GSG-2 is much higher than the diversity associated
9 with Rate GPD. This reflects the fact that Rate GSG-2 customers use electricity to
10 meet their partial requirements (because generator outages are random, short-
11 duration occurrences) while Rate GPD customers require electricity to meet their full
12 (around-the-clock) requirements. The greater the diversity, the lower the per-unit
13 charge required to recover the allocated delivery costs. This relationship is
14 illustrated in the table below.

Relationship Between Diversity and Delivery Charges				
Contribution to Class Peak Demand (kW)	Billing Demand (kW)	Diversity Factor	Allocated Delivery Costs	Cost-Based Delivery Charge
1	2,000	2.0	\$10,000	\$5.00
2	1,000	1.25	\$10,000	\$8.00
3	1,000	20.0	\$10,000	\$0.50
Assumptions				
		Billing Demand + Contribution To Class Peak Demand	Costs Allocated on Coincident Demand	Allocated Delivery Costs + Billing Demand

15 The illustration shows three customers from the same customer class that
16 each contribute 1,000 kW to the class's peak demand. Customer 1 has a billing

1 demand of 2,000 kW. This translates into a 2 times diversity factor. Customer 2 has
2 a 1,250 kW billing demand, which translates into a 1.25 times diversity factor.
3 Customer 3 has a billing demand of 20,000 kW, which translates into a 20 times
4 diversity factor. Customers 1 and 2 are more typical of Rate GPD customers that
5 purchase their entire electricity requirements from Consumers. Customer 3 is more
6 typical of a Rate GSG-2 customer that uses self-generation to supply its electricity
7 needs and purchases electricity only during outages.
8 As the table demonstrates, the resulting cost-based delivery charge varies
9 inversely with diversity; that is, the more diverse the load, the lower the cost-based
10 delivery charge. Customer 3, which more closely reflects the diversity of a Rate
11 GSG-2 customer, should pay a lower per-unit delivery charge than Customers 1 and
12 2, which are more characteristic of Rate GPD customers.

13 Q WHAT DO YOU RECOMMEND?

14 A Based on the experience in New York, there may be merit in revising the Rate
15 GSG-2 delivery charges to better reflect the unique characteristics of standby
16 customers, while also recognizing that some portion of the distribution costs are
17 shared by all distribution customers rather than caused solely by individual
18 customers. Accordingly, I recommend that the Commission require Consumers to
19 review the New York standby rate designs and conduct a further analysis of the
20 distribution system to identify an objective basis for determining the amount of
21 shared versus local distribution facility costs.

**RATE 18
STANDBY SERVICE**

APPLICABILITY.

Except for customers that elect to take service under Rate HEP - Hourly Energy Pricing, this rate is applicable to any customer that (1) has installed its own electric generating facilities or is entitled to the output of electric generating facilities installed for its benefit but owned by a third party solely for financing or tax purposes (Customer's Own Electric Generating Facilities) used exclusively to produce all or a portion of the customer's electrical load requirements on a regular basis, and/or (2) uses another form of energy in the operation of its equipment, and desires to use the Company's electric service as a standby, auxiliary or reserve service. Such Standby Service provided for temporary backup and maintenance power when Customer's Own Electric Generating Facilities are inoperative on an unplanned or planned basis shall not exceed the Total Capability of Customer's Own Electric Generating Facilities. The customer must state the extent to which such service shall be utilized for load that would have been supplied by the Company under an otherwise applicable rate(s). Each customer served hereunder shall be required to enter into a written contract with the Company incorporating the provisions of this rate.

CHARGES.

Monthly Customer Charge.

For customers requiring only Standby Service the Monthly Customer Charge shall be:

For a Standby Capacity of:

greater than 10,000 kilowatts	\$524.61
1,000 kilowatts to 10,000 kilowatts	\$344.39
500 kilowatts to less than 1,000 kilowatts	\$137.93
less than 500 kilowatts	\$106.83

For customers requiring both Supplemental and Standby Service, the Monthly Customer Charge shall be \$98.00

Required Facilities Charge.

The customer shall be billed a monthly Required Facilities Charge as follows:

Charge per kilowatt for kilowatts of Standby Capacity: \$ 2.99

Demand Charge.

Charge per kilowatt for kilowatts of Maximum Demand for Standby Service for the monthly billing period:

For Standby Service for firm load that would otherwise be supplied by the Company under the otherwise applicable rate:

Summer Months:

For the first 10,000 kilowatts	\$15.16
For all over 10,000 kilowatts	\$ 6.29

All Other Months:

For the first 10,000 kilowatts	\$13.41
For all over 10,000 kilowatts	\$ 6.03

For Standby Service for interruptible load that would otherwise be supplied by the Company under Rider 26:

Summer Months:

For the first 10,000 kilowatts	\$0.70
For all over 10,000 kilowatts	\$0.14

All Other Months:

For the first 10,000 kilowatts	\$0.79
For all over 10,000 kilowatts	\$0.16

(Continued on Sheet No. 39)

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RATE 18
STANDBY SERVICE

(Continued from Sheet No. 38)

CHARGES (CONTINUED).

Demand Charge (Continued).

The monthly demand charges stated above shall be multiplied by a Load Factor Adjustment equal to customer's Demand Peak Period Load Factor for Standby Service for the billing period divided by .71 during the Summer Months or .75 during all other months. The customer's Demand Peak Period Load Factor shall be equal to the customer's Demand Peak Period kilowatt-hours of Standby Service for the billing period divided by the product of the customer's Maximum Demand for Standby Service for the billing period and the number of Demand Peak Period hours in the billing period.

For customers taking both Supplemental and Standby Service, the Supplemental Service will be billed based on the Maximum Demand for such service at the otherwise applicable rate except as provided herein. Maximum Demand for Standby Service will be billed in accordance with the above rate steps, beginning at a demand level equal to the Maximum Demand for Supplemental Service.

For the purposes hereof, the Summer Months shall be the customer's first monthly billing period with an ending meter reading date on or after June 15 and the three succeeding monthly billing periods.

Energy Charge.

The following charges per kilowatt-hour shall apply to all kilowatt-hours of Standby Service supplied by the Company in the month:

For all kilowatt-hours supplied	
during Energy Peak Periods	5.022¢
during Energy Off-Peak Periods	2.123¢

Late Payment Charge.

The late payment charge provided for in the Terms and Conditions of this Schedule of Rates shall be applicable to all charges under this rate.

MAINTENANCE POWER.

Maintenance power is temporary service to meet the customer's needs during periods of scheduled equipment downtime for maintenance of the Customer's Own Electric Generating Facilities, however, the total number of days containing Peak Periods for which maintenance power will be allowed for each generating unit comprising the Customer's Own Electric Generating Facilities shall not exceed 42 each year. Maintenance power will be provided for levels not to exceed the level of Standby Capacity. Annually, prior to December 31, the customer shall provide the Company in writing his preliminary schedule of maintenance power during the succeeding year. If maintenance is scheduled for the fall or spring months, the customer may adjust his maintenance schedule by giving written notice 45 days in advance of date preliminarily scheduled. If such service is provided during the spring (March, April and May) or fall (October and November) periods, the customer shall receive a 50% reduction in demand charges for Standby Service applicable to maintenance power. Scheduled periods of maintenance power may be changed upon mutual agreement by the customer and the Company in advance of the schedule. The customer shall be billed maintenance power in accordance with the agreed upon schedule. The charges for energy consumed in conjunction with maintenance power shall be as set forth above.

(Continued on Sheet No. 40)

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**RATE 18
STANDBY SERVICE**

(Continued from Sheet No. 39)

DEFINITIONS.

Generator Meter.

The Generator Meter shall include the meter(s) used to measure the electrical output of the Customer's Own Electric Generating Facilities.

Main Meter.

The Main Meter shall include the meter(s) installed between the customer and the Company.

Total Capability of Customer's Own Electric Generating Facilities.

The Total Capability of Customer's Own Electric Generating Facilities shall be equal to the average of the three highest maximum 30-minute metered outputs as measured by the Generator Meter for the last twelve consecutive billing periods including the current billing period, not more than one such maximum selected from each billing period, or such other capability which represents typical maximum operation of the unit as mutually agreed to between the customer and the Company. If the Company is providing Standby Service for another form of energy used by the customer, the customer shall provide ratings and usage information necessary to determine the electrical load of backup equipment.

Total Load.

For each 30-minute period, the customer's Total Load shall be the sum of the 30-minute load on the Main Meter and the 30-minute load on the Generator Meter for such period.

Supplemental Service Level.

The Supplemental Service Level for a billing period shall equal the highest Total Load established during the Demand Peak Periods for the billing period minus the Total Capability of Customer's Own Electric Generating Facilities.

BILLING QUANTITIES.

Supplemental Service.

For each 30-minute period, the demand for Supplemental Service shall be the lesser of the demand measured on the Main Meter for such period and the Supplemental Service Level established during the current billing period.

Standby Service.

For each 30-minute period, the demand for Standby Service shall equal the demand measured on the Main Meter minus the demand for Supplemental Service for such period.

MAXIMUM DEMAND FOR SUPPLEMENTAL AND STANDBY SERVICES.

For customers with 30-minute total demands (Standby Service plus Supplemental Service) exceeding 1000 kW in three of the 12-months preceding the billing period, the Maximum Demand for Standby Service shall be the average of the three highest 30-minute demands established during the Demand Peak Periods for such service in such billing period provided that not more than one such demand to be selected from any one day. In addition, the following definition for Maximum Demand for Supplemental Service shall be used in lieu of the definition for Maximum Demand set forth in the applicable rate for such service. Maximum Demand for Supplemental Service shall be the average of the three highest 30-minute demands established during the Demand Peak Periods for such service in such billing period provided that not more than one such demand to be selected from any one day. For all other customers, the single highest 30-minute demand established during the Demand Peak Periods of the billing period for both Standby and Supplemental Service will be substituted for the foregoing average demands.

STANDBY CAPACITY.

The customer shall elect a level of Standby Capacity which shall not exceed the sum of the Total Capability of the Customer's Own Electric Generating Facilities. The Standby Capacity shall be no less than the highest Maximum Demand for Standby Service for the last twelve consecutive billing periods including the current billing period. Whenever the Maximum Demand for Standby Service exceeds such previously established highest Maximum Demand for Standby Service, the Standby Capacity shall be immediately changed, without notice or other action, to the new level of such highest Maximum Demand. Such increased Standby Capacity shall not exceed the Total Capability of the Customer's Own Electric Generating Facilities and shall be used for the entire billing period during which the Standby Capacity is increased.

(Continued on Sheet No. 41)

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**RATE 18
STANDBY SERVICE**

(Continued from Sheet No. 40)

SERVICE AND METERING FACILITIES.

A customer served hereunder shall reimburse the Company in accordance with Riders 6 and 7 for the cost of metering facilities and any other facilities the Company must install to connect the customer to the Company's system, to the extent the cost of such facilities exceeds the cost of facilities the Company would provide as standard under its otherwise applicable tariff provisions in order to serve the customer's Supplemental and Standby loads combined. Such additional equipment that must be installed by the Company at the customer's expense will include the Generator Meter. In addition, the customer shall reimburse the Company for any operating and maintenance expenses it incurs because of the connection of the customer's generating equipment to the Company's system. The amount of such reimbursement may be based on flat charges of general applicability to the extent practical.

The customer shall install or, if installed by the Company, shall pay for any equipment that may be reasonably required by the Company for reasons of safety or to prevent interference with service to other customers. The equipment to be installed by the customer shall include, but shall not be limited to, a disconnect device to which the Company has access and which it can lock in an open position to disconnect for safety reasons the customer's generator from the Company's system.

• **PARALLEL OPERATION.**

The customer shall not operate his own power production equipment in parallel with the Company's service, except upon the written consent of the Company. However, if the Customer's Own Electric Generating Facilities are allowed to operate in parallel with the Company's facilities, the Company will install, at the customer's sole expense, appropriate metering to measure the flow of energy, if any, from the customer's facilities into the Company's system under the provisions of Rider 4, Parallel Operation of Customer's Generating Facilities.

LIABILITY.

A customer taking service hereunder shall indemnify the Company and its other customers against any liability for personal injury or property damage arising from or created by the interconnection or operation of the customer's electrical generating equipment, and against any and all loss resulting from demand established by the customer in excess of the capacity of the Company's facilities installed hereunder.

TERM OF CONTRACT.

For customers first receiving service hereunder, the initial term of contract shall be 24 months. Upon expiration of the initial or any renewal term of contract hereunder, the customer's contract shall be automatically renewed for a period of 12 months.

A new contract, with an initial term of 24 months, shall be required whenever the Company is called upon to provide additional or different facilities to serve a demand greater than that specified in the customer's then effective contract, and the term of such new contract shall commence at the beginning of the next month following the date when the facilities installed to serve the increased demand become available for service.

A customer electing service under this rate may terminate such service at any time, but cannot again commence service hereunder for a period of at least 12 months.

GENERAL.

- Energy Peak periods, for purposes hereof, shall be the hours of 9:00 a.m. to 10:00 p.m. on Monday through Friday, except on days on which the following holidays are generally observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and, if one of the foregoing holidays occurs on a Tuesday or Thursday, the immediately preceding Monday or immediately following Friday, respectively. Energy Off-Peak Periods shall be all other hours.
- Demand Peak Periods for purposes hereof, shall be the hours of 9:00 a.m. to 6:00 p.m. on Monday through Friday, except on the holidays designated above. Demand Off-Peak Periods shall be all other hours.

The Schedule of which this rate is a part includes certain general Terms and Conditions and Riders. Service hereunder is subject to these Terms and Conditions and the Riders applicable to this rate.

RIDER 776
BACK-UP, MAINTENANCE AND TEMPORARY INDUSTRIAL SERVICE RIDER

Sheet No. 1 of 5

TO WHOM AVAILABLE

As shown on Appendix A, this Rider is available to Customers taking service under either Rate 732 or Rate 733 who desire to take service subject to Curtailments from the Company on a temporary basis, including for Back-up or Maintenance purposes. Back-up, Maintenance and Temporary Services under this Rider shall be subject to Curtailments when curtailment of the Company's interruptible service Customers under Rider 775 is insufficient. Service under this Rider is subject to the conditions set forth in this Rider and the Company Rules. Except for Buy-Through energy under Temporary Service or Back-up Service, this Rider shall be subject to other Riders as identified on Appendix A.

CHARACTER OF SERVICE

Subject to the provisions applicable to Back-up, Maintenance or Temporary Service under this Rider, Customer shall request in writing, which can be via electronic mail, an amount of capacity and the duration of said capacity shall be needed. The Company shall by written notice, which can be via electronic mail, confirm the amount of capacity it is willing to accept as load on its system and the duration of said capacity shall be available to the Customer.

Back-up Service

Subject to the requirements of Back-up Service in this Rider, the amount confirmed by Company shall be deemed firm load, subject to Curtailments. Confirmation of a Customer request for Back-up Service under this Rider shall not be withheld by the Company provided the request for Back-up Service is made in full conformance with the terms and conditions for Back-up Service under this Rider. A Customer with verified internal electric generation fueled with energy sources such as, but not limited to, process off-gas or waste heat, natural gas, oil, propane, coal and coal by-products and that is capable of meeting the efficiency standards established for a Cogeneration Facility ("Cogeneration Systems") may request (including on a pre-qualifying basis) Back-up Service that may only be available for up to forty-five (45) calendar days per Cogeneration System per twelve (12) rolling months. Eligibility for Back-Up Service requires a contract between the Customer and the Company that includes information on the Cogeneration System(s). Customer shall provide initial notice of request of Back-up Service within 60 minutes of event, including (i) information reasonably verifying such event, (ii) expected outage schedule, and (iii) daily notice to Company thereafter during and throughout the conclusion of an event.

Maintenance Service

Subject to the requirements of Maintenance Service in this Rider, the amount confirmed by Company shall be deemed firm load, subject to Curtailments.

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RIDER 776
BACK-UP, MAINTENANCE AND TEMPORARY INDUSTRIAL SERVICE RIDER

Sheet No. 2 of 5

CHARACTER OF SERVICE (Continued)

Temporary Service

Subject to the requirements of Temporary Service in this Rider, the amount confirmed by Company shall be deemed firm load, subject to Curtailments. To the extent Customer requests Temporary Service and Company denies such a request under this Rider, Customer may elect to buy-through subject to the Demand and Energy Charges during Buy-through provided in this Rider. Customer may not elect to buy-through under this Rider if Company has initiated a Curtailment(s) on its system. The Company has the right to deny a request if Day Ahead LMPs exceed the Company's current Commission-approved purchased power benchmark that is utilized to develop the Company's Fuel Cost Adjustment under Rider 770.

RATE

Back-up Service

Demand Charge

The Demand Charge shall be the applicable Rate 732 or Rate 733 Demand Charge, divided by the number of calendar days within the applicable calendar month, per kW per day.

Energy Charge

All kWhs used for Back-up service shall be subject to an Energy Charge equal to Real-Time LMP plus a non-fuel Energy Charge of \$0.003615 per kWh.

All Energy for Back-up Service shall be considered first through the meter and billed on an hourly basis at the lower of: (i) one hundred percent (100%) Load Factor for the confirmed Back-up Service capacity or (ii) the total energy consumed by the Customer under this Rider and either Rate 732 or Rate 733, as applicable, during the period in which Back-up Service capacity was taken by the Customer.

Maintenance Service

For Customers (i) requesting service in writing at least twenty (20) days in advance of the need for Maintenance Service, (ii) requesting service for days not including June, July, August and September, and (iii) maintaining such requested daily schedule without material change, the following charges shall apply for up to a maximum of sixty (60) calendar days in any twelve (12) month rolling period:

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RIDER 776
BACK-UP, MAINTENANCE AND TEMPORARY INDUSTRIAL SERVICE RIDER

Sheet No. 3 of 5

Demand Charge

For Customers requesting service for January, May and/or December, the Demand Charge shall be \$0.44 per kW per day.

For Customers requesting service for February, March, April, October and/or November, the Demand Charge shall be \$0.25 per kW per day.

Energy Charge

The Energy Charge for all maintenance kWhs for Rate 732 Customers shall be the Energy Charge in Rate 732 for the first 450 hours and all Energy for Maintenance Service shall be billed on an hourly basis and considered first through the meter.

The Energy Charge for all kWhs for Rate 733 customers shall be the applicable Energy Charge in Rate 733.

To the extent Customer seeks to recall the amount of Maintenance Service confirmed by Company, Customer shall provide at least forty-eight (48) hours prior notice. In such instance, Company shall confirm to Customer the amount recalled within twenty-four (24) hours of notice of recall and such recalled amounts shall not contribute towards the maximum days permitted under this Rider.

Temporary Service

Demand Charge – Except as defined for buy-through described below

- \$0.58 per kW per day for the first thirty (30) calendar days of temporary Demand taken in any twelve (12) month rolling period;
- \$0.87 per kW per day for the second thirty (30) calendar days of temporary Demand taken in any twelve (12) month rolling period;
- \$1.17 per kW per day for the third thirty (30) calendar days of temporary Demand taken in any twelve (12) month rolling period; and
- \$2.33 per kW per day for all calendar days in excess of ninety (90) calendar days of temporary Demand taken in any twelve (12) month rolling period.

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RIDER 776
BACK-UP, MAINTENANCE AND TEMPORARY INDUSTRIAL SERVICE RIDER

Sheet No. 4 of 5

Energy Charge – Except as defined for buy-through described below

The Energy Charge for all temporary kWhs for Rate 732 Customers shall be the Energy Charge in Rate 732 for the first 450 hours and all Energy for Temporary Service shall be considered first through the meter.

The Energy Charge for all kWhs for Rate 733 Customers shall be the applicable Energy Charge in Rate 733.

All Energy for Temporary Service shall be billed on an hourly basis at the lower of: (i) one hundred percent (100%) Load Factor for the confirmed Temporary Service capacity or (ii) the total Energy consumed by the Customer under this Rider and either Rate 732 or Rate 733, as applicable, during the period in which Temporary Service capacity was taken by the Customer.

Buy-Through Temporary Service

Demand Charge

There shall be no Demand Charge for Temporary Service during a buy-through event.

Energy Charge

All kWhs used for Temporary Service during buy-through shall be subject to an Energy Charge equal to Real-Time LMP plus a non-fuel Energy Charge of \$0.003615 per kWh.

All Energy for Temporary Service shall be billed considered first through the meter and on an hourly basis at the lower of: (i) one hundred percent (100%) Load Factor for the requested Temporary Service capacity or (ii) the total Energy consumed by the Customer under this Rider and either Rate 732 or Rate 733, as applicable, during the period in which Temporary Service capacity was taken with buy-through by the Customer.

Subject to the amount requested by Customer, during a buy-through event there is no cap on kWhs imported or duration of buy-through for that applicable operating day. Buy-through days do not count toward the number of days of Temporary Service during any rolling twelve (12) month period.

DETERMINATION OF BILLING DEMAND

The Billing Demand for the day for Maintenance Service for Rate 733 Customers shall be the greater of (i) the granted Maintenance Service capacity times eighty percent (80%) or (ii) the actual amount of Maintenance Service taken by Customer above the Billing Demand under Rate 733.

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RIDER 776
BACK-UP, MAINTENANCE AND TEMPORARY INDUSTRIAL SERVICE RIDER

Sheet No. 5 of 5

The Billing Demand for the day for Maintenance Service for Rate 732 Customers shall be the confirmed amount of Maintenance Service.

The Billing Demand for the day for Back-up and Temporary Service shall be the confirmed amount of Back-up and Temporary Service.

To the extent the Company has confirmed a recall of Maintenance Service under the provisions of this Rider, Customer shall not be charged for the amount recalled.

GENERAL TERMS AND CONDITIONS OF SERVICE

1. Contract For Back-Up Service

Any Customer requesting Back-Up Service under this Rider shall enter into a written contract for an initial period of not less than one (1) Contract Year, and such contract shall continue from month-to-month thereafter unless cancelled by either party giving to the other sixty (60) days prior written notice of the termination of such contract at the end of the initial period or at the end of any calendar month thereafter.

Notwithstanding the foregoing, contracts under this Rider shall terminate in accordance with Rule 5.8 of the Company Rules.

2. Default Schedule

Notwithstanding the foregoing conditions of service under this Rider, service shall be subject to the provisions of Rule 5.9 of the Company Rules.

RULES AND REGULATIONS

Service hereunder shall be subject to the Company Rules and IURC Rules.

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NIPSCO



Fergus Falls, Minnesota

STANDBY RATE OPTIONS - FIRM AND NON-FIRM

OPTION A: FIRM STANDBY				
	Transmission Service	Primary Service	Secondary Service	
Firm Standby Fixed Charges				
Customer Charge	\$304.33/month	\$304.33/month	\$242.24/month	R
Minimum Monthly Bill	Customer + Reservation + Standby Facilities Charges	Customer + Reservation + Standby Facilities Charges	Customer + Reservation + Standby Facilities Charges	
Summer Reservation Charge per month per kW of Contracted Backup Demand	58.422 ¢/kW	62.837 ¢/kW	65.645 ¢/kW	R
Winter Reservation Charge per month per kW of Contracted Backup Demand	19.898 ¢/kW	21.403 ¢/kW	22.355 ¢/kW	R
Standby Facilities Charge per month per kW of Contracted Backup Demand	Not Applicable	45.00 ¢/kW	55.00 ¢/kW	R
Firm Standby On-Peak Demand Charge - Summer				
Metered Demand per day per kW On-Peak Backup Charge	48.812 ¢/kW	52.464 ¢/kW	54.794 ¢/kW	R
Firm Standby On-Peak Demand Charge - Winter				
Metered Demand per day per kW On-Peak Backup Charge	37.42 ¢/kW	40.80 ¢/kW	43.005 ¢/kW	R
Firm Standby Energy Charges - Summer				
Energy Charges per kWh				
On-Peak Charge	6.740 ¢/kWh	7.485 ¢/kWh	6.878 ¢/kWh	R
Shoulder Charge	5.169 ¢/kWh	5.711 ¢/kWh	5.231 ¢/kWh	R
Off-Peak Charge	2.948 ¢/kWh	3.234 ¢/kWh	2.949 ¢/kWh	R
Firm Standby Energy Charges - Winter				
Energy Charges per kWh				
On-Peak Charge	5.509 ¢/kWh	6.194 ¢/kWh	5.738 ¢/kWh	R
Shoulder Charge	5.104 ¢/kWh	5.713 ¢/kWh	5.276 ¢/kWh	R
Off-Peak Charge	3.444 ¢/kWh	3.831 ¢/kWh	3.525 ¢/kWh	R

RIDER SSR

STANDBY SERVICE RIDER (Cont'd.)

STANDBY RATE			
	Large General Service	Small Primary Service	Large Primary Service
Standby Fixed Charges			
Administrative Charge	\$199.00/month	\$199.00/month	\$199.00/month
Generation and Transmission Access Charge per month per kW of Contracted Standby Demand	\$0.67/kW	\$0.67/kW	\$0.84/kW
Facilities Charge per month per kW of Contracted Standby Demand:			
Summer	\$4.13/kW	\$3.39/kW	\$3.39/kW
Winter	\$1.03/kW	\$0.72/kW	\$0.72/kW
Daily Standby Demand Rate – Summer			
Per kW of Daily Standby Service Demand:			
Back-Up	\$0.04/kW	\$0.04/kW	\$1.12/kW
Maintenance	\$0.02/kW	\$0.02/kW	\$0.56/kW
Daily Standby Demand Rate - Winter			
Per kW of Daily Standby Service Demand:			
Back-Up	\$0.02/kW	\$0.02/kW	\$0.54/kW
Maintenance	\$0.01/kW	\$0.01/kW	\$0.27/kW
Back-Up Energy Charges – Summer			
kWh in excess of Supplemental Contract Capacity Energy ⁽¹⁾	10.58¢/kWh	10.23¢/kWh	3.54¢/kWh
On-Peak Energy ⁽²⁾	11.83¢/kWh	11.14¢/kWh	4.23¢/kWh
Off-Peak Energy ⁽²⁾	9.87¢/kWh	9.72¢/kWh	3.16¢/kWh
Back-Up Energy Charges – Winter			
kWh in excess of Supplemental Contract Capacity Energy ⁽¹⁾	6.65¢/kWh	6.44¢/kWh	3.14¢/kWh
On-Peak Energy ⁽²⁾	7.03¢/kWh	6.78¢/kWh	3.45¢/kWh
Off-Peak Energy ⁽²⁾	6.44¢/kWh	6.26¢/kWh	2.96¢/kWh
High Voltage Facilities Charge Discount			
Facilities Charge Credit per month per kW of Contracted Standby Demand			
@ 34.5 or 69kV	N/A	\$1.23/kW	\$1.23/kW
@ 115kV or higher	N/A	\$1.46/kW	\$1.46/kW

(1) Applicable to customers not on TOD rates.

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

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

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

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

