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STATE OF MISSOURI
PUBLIC SERVICE COMMISSION
TRANSCRIPT OF PROCEEDINGS
Evidentiary Hearing
September 10, 2012
St. Louis, Missouri

VOLUME 2

In the Matter Of the Application)
of Thomas L. Chaney For Change) EO-2011-0391
Of Electric Supplier)

KENNARD L. JONES, Presiding
SENIOR REGULATORY LAW JUDGE

ROBERT KENNEY, COMMISSIONER

REPORTED BY: Linda DeBisschop, CSR

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19 MR. THOMAS CHANEY

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1 P R O C E E D I N G S

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3 THE JUDGE: Let's go ahead on the record.
4 This case number EO2011-0391. My name is Kennard
5 Jones. I'm the Regulatory Law Judge deciding this
6 matter and it's the matter of the Application of
7 Thomas L. Chaney for Change of Electric Supplier.

8 To my right is Commissioner Robert Kenney.
9 At this time let's take entries of appearances
10 beginning with Mr. Chaney.

11 MR. CHANEY: Thomas L. Chaney.

12 THE JUDGE: And for Union Electric.

13 MS. TATRO: Wendy Tatro, 1901 Chouteau
14 Avenue, St. Louis, Missouri 63103.

15 THE JUDGE: For Cuivre River.

16 MR. WIDGER: My name is Robert Widger. I'm
17 with the firm of Andereck, Evans, Widger, Johnson &
18 Lewis. Our address is 3816 South Greystone Court,
19 Suite B, Springfield, Missouri 65804. I'm here
20 representing Cuivre River Electric Supplier.

21 THE JUDGE: And the Staff of the Commission.

22 MS. HERNANDEZ: Jennifer Hernandez
23 representing the staff of the Missouri Public
24 Service Commission. Our address is P.O. Box 360,
25 Jefferson City, Missouri 65102.

1 THE JUDGE: And I will note, for the record,
2 that the Office of Public Counsel, although a party
3 to every case before the Commission, is not present
4 today. I sent out an e-mail of the order of
5 testimony and direct. Everyone got that, I assume?
6 Let's get started right away with opening
7 statements. Mr. Chaney.

8 BY MR. CHANEY:

9 Okay. With the determination by the
10 Commission that both Cuivre River and Ameren have
11 the ability to supply electric service to my home, I
12 believe the main part of our discussion today will
13 be in regards to Section 393.106 RSMo. I intend to
14 show the Commission that my motivation is not rate
15 driven and allowing the change is in the public's
16 interest.

17 THE JUDGE: Thank you. And from the staff
18 and commission.

19 MS. HERNANDEZ: Good morning. May it please
20 the Commission, this morning I just want to give you
21 a short framework of the statutes and facts that the
22 staff intends to show and that will guide the
23 Commission during their decision making in this
24 process.

25 First, as Mr. Chaney brought up, the

1 Anti-Flip Flop Statute Section 396.106 and 394.315
2 prescribed when the Commission may grant a change of
3 supplier between their electric cooperative and a
4 commission-regulated utility. These sections
5 authorize the commission, upon application by an
6 effective party, to order a change of electrical
7 supplier and, if doing so, is in the public interest
8 for a reason other than a rate differential. So
9 there is your standard that will guide you.

10 Two questions arise in this case from
11 inception and those are: what is in the public
12 interest and, as a solar rebate, a rate
13 differential.

14 Because Mr. Chaney has requested the
15 supplier be changed from Cuivre River to Ameren
16 Missouri so that a solar rebate is available to him.
17 If Ameren Missouri solar rebate is a rate
18 differential then, unless there are other facts that
19 support why it is in the public interest to allow
20 him to change his supplier to Ameren Missouri, the
21 Commission should deny his request.

22 It is the opinion of staff counsel's
23 office that a solar rebate is not a rate
24 differential and of staff of the Commission that the
25 Commission should deny the request.

1 Solar rebates are mandated by the
2 Renewable Energy Standard Section 393.1020 which
3 became law through a voter initiative. The
4 Renewable Energy Standard requires that a certain
5 percentage of a public utility sales be from
6 renewable energy resources.

7 The solar rebate mandate is found in
8 Section 393.1030.3 which states, "Each electric
9 utility shall make available to its retail customers
10 a standard rebate offer of at least \$2 for installed
11 watt for new or expanded solar electric systems
12 sighted on a customer's premise, up to a maximum of
13 25 kilowatts per system."

14 Ameren Missouri is required under the
15 statute to provide this rebate, but cooperatives are
16 not included under the statute's definition of
17 electric utility.

18 Staff completed its investigation as
19 ordered by the Commission. The staff anticipates
20 that the evidence in this case will show that Mr.
21 Chaney's existing house is in Dardenne Prairie.
22 It's in an area where there is a territorial
23 agreement between Ameren Missouri and Cuivre River
24 that the Commission approved, but Ameren Missouri is
25 the exclusive provider of electrical service to new

1 structures, however, Mr. Chaney's home was being
2 served by Cuivre River before that agreement and
3 Cuivre River presently serves it.

4 The staff reviewed all pleadings in this
5 case and spoke with the applicant to determine its
6 recommendation. Although, it is the opinion of
7 staff counsel's office that a solar rebate mandate
8 is part of a public policy of the renewable energy
9 standard to promote the creation and use of
10 electricity from renewable resources, it is staff's
11 recommendation that, due to the economics of
12 changing Mr. Chaney's electrical supplier from
13 Cuivre River to Ameren Missouri and the duplication
14 of facilities that would result from doing so,
15 the Commission should find that this change of
16 supplier request is not in the public interest.

17 It is in the opinion of Staff Witness Beck
18 that granting this change of supplier request would
19 cost all parties in total upwards to \$10,000.

20 To order a change of supplier in this
21 case, the Commission will have to direct Ameren
22 Missouri to provide service to a customer that it
23 does not want to serve and require Cuivre River to
24 stop serving a member that it wants to continue to
25 serve.

1 While the Commission has jurisdiction over
2 both Ameren Missouri and Cuivre River in this case
3 and could order them to change, a change of supplier
4 in this instance is not in the public interest
5 because of the economics of the transfer. And
6 again, the staff's recommendation is for the
7 Commission to deny the applicant's request for a
8 change of supplier

9 COMMISSIONER KENNEY: The staff made
10 reference in the stipulation of facts and just now
11 to the fact that the voter initiative and voters
12 passed statute. Is the manner in which the statute
13 was created relevant to the public interest
14 determination?

15 MS. HERNANDEZ: I think it's relevant in
16 terms of whether you can find a rate differential or
17 not. From our perspective, that being the staff
18 counsel's office, you are taking something that was
19 passed by voter initiative and the company is just
20 following through with a statute that is mandated to
21 follow by putting it in its tariff. So it shouldn't
22 be treated as a rate in the same way that the
23 company would put a rate per kilowatt in their
24 tariff for service.

25 COMMISSIONER KENNEY: Thank you.

1 THE JUDGE: And from Ameren, Missouri.

2 MS. TATRO: Good morning. Ameren Missouri
3 has no complaint with Mr. Chaney, but we believe
4 that the issue before this Commission is indeed a
5 legal one, not just a factual one, and the first
6 question as in any case that has to be addressed is
7 whether or not this Commission has jurisdiction to
8 hear the request before it.

9 So before you can supply that criteria
10 that Mr. Chaney referenced in Section 393.106,
11 Commissioners, you have to first determine whether
12 or not you have jurisdiction over Cuivre River for
13 this case.

14 Now, I recognize that a motion was filed
15 on this and the Commission issued an order, but I'm
16 asking the Commission to reconsider that order as
17 part of its review after this hearing today.

18 Section 393.315 allows the Commission to
19 order a change of supplier when it's in the public
20 interest for reasons other than a rate differential.
21 However, the courts have held that this
22 determination is the second step in the process.

23 The first step is determine whether or not
24 the two utilities each have the right to serve the
25 customer.

1 In Union Electric versus Cuivre River 726
2 SE2nd415, the Missouri Court of Appeals Eastern
3 District stated that under the statute the
4 Commission is vested with jurisdiction over electric
5 cooperatives and I quote "only in those limited
6 circumstances where both the cooperative and
7 electrical corporation have commonant rights to
8 serve the same area."

9 What I'm saying is that, unless the
10 cooperative along with the electrical corporation
11 had the authority to provide electrical service to
12 the customer, there is no jurisdiction for the
13 Public Service Commission to determine which company
14 should provide the service.

15 In Union Electric versus Platte Clay in
16 1991, as we cited in the joint motion to dismiss,
17 again the Missouri Court of Appeals, this time the
18 Western District, applied the same standard in
19 resolving the question of jurisdiction by
20 determining and saying the question is to determine
21 whether or not both the cooperative and the utility
22 have rights to serve the same area.

23 Now, the order I was pointed out in the
24 order that addressed our joint motion and it was
25 issued earlier in this case the underlying reasons

1 why the co-op in the Platte Clay case does not have
2 the authority to provide electrical service to the
3 customer and why Ameren Missouri believes it doesn't
4 have the authority to provide service in this case
5 are very different and we're not claiming the cases
6 are factual duplications of each other.

7 The Platte Clay case involved whether or
8 not an area was rural and that was an important
9 question because cooperatives are limited to serving
10 in rural areas. And the Cuivre River case involves
11 whether or not Cuivre service was grandfathered
12 under the law. There is no doubt that the
13 underlying facts are not similar, but that isn't the
14 reasons the cases aren't being cited.

15 There is a legal question that has to be
16 answered which was addressed in both of those cases
17 and that is the exact same question that is before
18 you today. Do Cuivre River and Ameren Missouri both
19 have the right to serve Mr. Chaney.

20 There is no question that Cuivre River has
21 the right to serve. They currently serve the
22 property and they do so in accordance with the terms
23 of territorial agreement because it was a structure
24 they were serving prior to the date of the
25 territorial agreement. Even though otherwise Mr.

1 Chaney is in Ameren Missouri service territory.

2 The territorial agreement does not give
3 Ameren Missouri the right to serve structures
4 already being served by Cuivre River. In fact, that
5 is specifically reserved to Cuivre River.

6 Staff, in their answer to our motion to
7 dismiss points to other portions of the territorial
8 agreement, but upon closer review, those don't give
9 Ameren Missouri the right to serve Mr. Chaney
10 either.

11 First, staff points to a section of the
12 territorial agreement that says the territorial
13 agreement doesn't impair Ameren Missouri's
14 certificate of convenience and necessity. Which is
15 true, but as the Commission itself held in the
16 ordering language of the case where it found this
17 territory agreement to be in the public interest,
18 the clause means that the territorial agreement does
19 not impair our certificate except as specifically
20 limited by the words of the territorial agreement
21 itself and the agreement says that Cuivre River is
22 the one with the right the serve Mr. Chaney.

23 Staff also points to a section of the
24 territorial agreement that says the territorial
25 agreement only binds Ameren Missouri and Cuivre

1 River. Again, that is correct, to the extent there
2 was a third utility that wanted to serve some
3 portion of this area, the territorial agreement
4 would not be binding upon that utility. There would
5 be other parts of the law that would deal with that.

6 And this is consistent with section
7 394.312 where it specifically said that the
8 territorial agreement does not affect the rights of
9 other utilities who are not a party to the
10 territorial agreement. But, sir, that sentence in
11 that territorial agreement doesn't mean that a
12 customer has a right to choose its electrical
13 supplier. That choice, who the electrical supplier
14 is, was made by that Commission when it approved the
15 territorial agreement and the Commission can only
16 modify that decision under limited circumstances
17 which Ameren Missouri believes does not exist in
18 this case.

19 Finally, staff points to paragraph seven
20 of the territorial agreement which allows Cuivre
21 River and Ameren Missouri to agree on a case by case
22 basis to receive service from one party through a
23 structure that is located in the service territory
24 and another and this paragraph provides that the
25 agreement has to be in writing and it has to be

1 approved by both parties.

2 Now, staff is correct, to the extent that
3 such an agreement existed, then Ameren Missouri
4 would have the right to serve this customer, but no
5 such agreement exists and the utilities don't have
6 an intention of entering into such an agreement.

7 Accordingly, Ameren Missouri cannot avail itself of
8 the remedies provided in that paragraph at this
9 point in time and are not able to serve Mr. Chaney.

10 Now, in setting aside Mr. Chaney's
11 specific request, this interpretation of the
12 territorial agreement is somewhat troublesome to
13 Ameren Missouri. Territorial agreements are a
14 statutory creation. Their authority can be found at
15 Section 394.312. The statute authorizing
16 territorial agreements was implemented in order to
17 provide a mechanism to displace the competition for
18 customers that had previously existed if the two
19 utilities reached an agreement to do so.

20 The existence of this statutory creation
21 has reduced the customer confusion and greatly
22 reduced the number of times the utilities have had
23 to battle it out in court to determine who should
24 serve a particular customer.

25 To interpret the territorial agreement in

1 a way that dilutes the terms and creates a side
2 mechanism by which either one of the parties could
3 serve a customer, reduces the clarity provided and
4 is problematic for the company and I believe for
5 Cuivre River as well.

6 Commissioners, this case is no different
7 than the case where the cooperative couldn't serve
8 the customer because of the town's population. We
9 don't have the authority to serve Mr. Chaney. This
10 is not one of the limited circumstances under which
11 you can proceed to the determination of whether or
12 not the request is in the public interest for a
13 reason other than rates. This Commission doesn't
14 have the jurisdiction to grant Mr. Chaney's request
15 whatever his noble reasons might be for making the
16 question. Thank you.

17 COMMISSIONER KENNEY: Is there a
18 circumstance, a hypothetical circumstance that you
19 could envision in which a customer would be allowed
20 to switch providers for a reason other than rate
21 differential?

22 MS. TATRO: If the Commission determined
23 that territorial agreement was no longer in the best
24 interest and set the territorial agreement aside
25 after the complaint, that would be one. Or, any

1 time where the utilities both have the right to
2 serve which still exists in a lot of areas just not
3 in this one particular one.

4 COMMISSIONER KENNEY: So if Cuivre River and
5 Ameren agreed, then Ameren could serve Mr. Chaney?

6 MS. TATRO: Yes.

7 COMMISSIONER KENNEY: And it's Ameren's
8 argument that we don't have jurisdiction over Cuivre
9 River to hear this?

10 MS. TATRO: For this aspect. To be able to
11 determine who should serve Mr. Chaney, you only have
12 jurisdiction if both the co-op and IOU have the
13 ability to serve. If they both don't have that
14 legal ability, then you have no jurisdiction.

15 COMMISSIONER KENNEY: So you are saying
16 Ameren doesn't have the ability to serve by virtue
17 of the existence of a territorial agreement which
18 we've approved?

19 MS. TATRO: Yes. You've already made this
20 decision is my position.

21 COMMISSIONER KENNEY: So the territorial
22 agreement Ameren argues divests us of authority and
23 jurisdiction over Ameren?

24 MS. TATRO: I don't know if I would use that
25 phrase but, I guess, in essence, that's how it

1 works. When the company and the co-op -- the
2 statute says, you have the right to approve
3 territorial agreements and the standard is it can't
4 be detrimental I think to public interest is what it
5 says and that determination was made and that order
6 was attached, I believe, to our answer. I know it
7 is in the record and it says, in fact, not only is
8 it not detrimental, but it is in the public
9 interest.

10 So unless the entire territorial agreement
11 is no longer in the public interest, which I don't
12 believe anyone has alleged in this case, the terms
13 of territorial agreement control.

14 COMMISSIONER KENNEY: But if the two of you
15 agree, then it would have jurisdiction over Ameren?

16 MS. TATRO: Yes. And then we would make a
17 filing with the Commission notifying that this was
18 our intent and there is a whole process before the
19 Commission for that occur too.

20 COMMISSIONER KENNEY: So is our jurisdiction
21 dependent upon the terms of the territorial
22 agreement or is it dependent upon Ameren and Cuivre
23 River interpreting the territorial agreement to
24 allow Ameren to serve Mr. Chaney?

25 MS. TATRO: Well, your jurisdiction is

1 determined by the statutes, one of which authorizes
2 territorial agreements, which this Commission has
3 already approved, and the courts have said, the
4 reason -- my argument is the reason you don't have
5 jurisdiction in this case is because we don't have
6 the right to serve.

7 This Commission, obviously, has complete
8 jurisdiction over Ameren Missouri, but not over
9 Cuivre River, it's limited, and it's dependent upon
10 the facts of the circumstance.

11 COMMISSIONER KENNEY: So then your argument
12 is we don't have jurisdiction over Ameren because
13 Ameren doesn't have the right to serve Mr. Chaney,
14 but doesn't Ameren have the right to serve Mr.
15 Chaney if Ameren and Cuivre River agree?

16 MS. TATRO: That circumstance doesn't exist.

17 COMMISSIONER KENNEY: So it is a factual
18 determination about whether Ameren's disagreement is
19 in the public interest?

20 MS. TATRO: It doesn't matter if Ameren was
21 willing to serve this customer or not, you don't
22 have any jurisdiction over -- you have jurisdiction
23 over Ameren Missouri. What you don't have
24 jurisdiction over is Cuivre River to force them to
25 give up a customer. It takes mutual agreement by

1 both of us and, if Cuivre River isn't willing, I
2 don't know if you can force that decision.

3 COMMISSIONER KENNEY: That's a slightly
4 different argument though that we don't have
5 jurisdiction over Cuivre River, but I think what I
6 heard you just say is that we still have
7 jurisdiction over Ameren, but not Cuivre River. But
8 before you were saying that we don't have
9 jurisdiction over Ameren because Ameren doesn't have
10 the right to serve Mr. Chaney.

11 MS. TATRO: What I was trying to say and
12 perhaps I was imprecise is you don't have
13 jurisdiction over this request. In order to be able
14 to fulfill this request, you have to have
15 jurisdiction both over the utility and the
16 cooperative.

17 COMMISSIONER KENNEY: So does Ameren or
18 Cuivre River ever even reach the public interest
19 determination?

20 MS. TATRO: In this case I don't believe you
21 ever get to the public interest of determination
22 that is in 393.106 because of the jurisdictional
23 question. So I think if Mr. Chaney really wants
24 this -- well, I don't think this is the proper
25 mechanism for him to get the relief he is seeking.

1 COMMISSIONER KENNEY: Is there any relief
2 that he can seek then if this isn't the proper
3 mechanism? Is there a proper mechanism?

4 MS. TATRO: It may be in the courts, but I
5 don't know. If you read the cases, it talks about
6 determining whether the jurisdiction is in the
7 courts or with the Commission depends upon if both
8 of the utilities have the ability to serve and here
9 the utilities don't have the ability to serve.

10 COMMISSIONER KENNEY: Thank you.

11 THE JUDGE: I just have a couple of
12 questions.

13 So would you agree then that a territorial
14 agreement can, in effect, deny a customer's right by
15 statute to change suppliers?

16 MS. TATRO: Well, I would have to
17 respectfully disagree with the premise of your
18 question. The flip flop laws were put there to say
19 that, as a general rule, customers cannot just
20 switch back and forth, so I don't know if he has a
21 right.

22 THE JUDGE: Well, let's assume that, from a
23 factual standpoint, his reasons for reason other
24 than a rate differential and aside from the
25 territorial agreement, it would be in the public

1 interest. If that territorial agreement, as it is
2 in this case is in place, you're saying the
3 agreement between you and Cuivre River can forego
4 his ability to exercise the right to change the
5 supplier under the statute even though he is not a
6 party to that agreement?

7 MS. TATRO: Well, I would agree that, if we
8 were in a territory that is a competitive territory
9 between us and Cuivre River and he was building a
10 new structure, then he would have the right to
11 choose. I think there are some facts even in this
12 case. I don't want to give the impression that I
13 agree it is in the public's interest for him to
14 change. Ameren Missouri has put facts into the
15 record that it will cost several thousand dollars
16 for it to hook up Mr. Chaney.

17 Cuivre River has indicated that they will
18 have stranded investment of several thousand
19 dollars, so I'm not sure I can say it is in the
20 public interest when you do the balancing. I
21 understand that solar power, renewable power is a
22 public policy of the state so that is what you would
23 have to weigh if you were getting to that second
24 question.

25 THE JUDGE: Well, essentially, you are

1 saying the agreement between you and Cuivre River is
2 binding upon someone who is not a party to the
3 agreement?

4 MS. TATRO: The territorial agreement
5 authorized by statute, that's the entire purpose of
6 territorial agreements is to resolve the question of
7 who has the authority to serve. Yes, it does have
8 that in it.

9 THE JUDGE: And the last question I have is,
10 the arguments that you just made, were they before
11 the Commission when the Commission denied your
12 motion to dismiss for lack of jurisdiction?

13 MS. TATRO: I think generally or hopefully I
14 have done a better job of explaining it.

15 THE JUDGE: So it sounds like the answer is
16 yes, but you stated it more clearly here?

17 MS. TATRO: I'm asking the Commission to
18 reconsider.

19 THE JUDGE: And opening for Cuivre River.

20 MR. WIDGER: This has been an interesting
21 discussion and I think that part of what we get into
22 is the distinction between jurisdiction over subject
23 matters versus the standing of parties to seek a
24 certain relief.

25 Staff has suggested that they do not

1 believe that Ameren is disqualified by the
2 territorial agreement and they do not believe that a
3 rebate is a rate differential. I can understand
4 that because I think that they have an interest in
5 preserving Commission options, but we don't agree,
6 and in response to Commission Kenney's question, I
7 think, the law is the law regardless of how it was
8 legislated. The method of legislation does not make
9 it any less part of the package of rates as I will
10 argue here.

11 Our position in this application is not
12 change. No reason has been given to upset the power
13 supply arrangements for this customer which has been
14 locked in by statute, the anti-flip-flop laws and by
15 the territorial agreement approved by the
16 commission. The only reason given for this change
17 has been acknowledged by financial interest of Mr.
18 Chaney. There is nothing alleged against the
19 service of Cuivre River that has to be proved or
20 disproved by evidence today. There is no utility
21 conduct to be admonished or changed in the interest
22 of approved service for liability for this customer
23 or any others.

24 We are here talking about a rebate for
25 customer owned solar generation projects and whether

1 citizens should be allowed to change its electric
2 supplier in order to gain the benefit of that
3 rebate.

4 Obviously, we are in Missouri. We will
5 present testimony today that, while this change is
6 in Mr. Chaney's interest, it is not in the public
7 interest. The solar rating for St. Louis is
8 28 percent less than that of Southern California.
9 The cost of energy there is 18 and a half cents per
10 kilowatt hour. That is 110 percent of Ameren's
11 rate, more than double.

12 Solar systems make sense where you have
13 high sunlight availability and high cost of energy.
14 Here, the same system does not make rational
15 economic sense without the rebate from Ameren and
16 without the tax credit. We believe that a rebate
17 should reasonably enhance the viability of a project
18 and not be a sole rationale over its very
19 definition.

20 Regardless of its economics, the rebate is
21 a benefit that arises from the charges, policies,
22 conditions of service implemented by Ameren through
23 the Commission rate regulation processes. It
24 represents something different from the charges and
25 policies of Cuivre River.

1 We believe that it is a rate differential;
2 it doesn't have to be better or worse, just
3 something that is unrelated to the quality of the
4 service delivered by a supplier. We maintain that,
5 for this reason among others, the request may not be
6 allowed under Section 394.315. Thank you.

7 COMMISSIONER KENNEY: So I agree with you
8 that the method by which the statute was passed
9 doesn't make a difference. But, whether it is
10 passed by the voters or whether it is passed by the
11 General Assembly, isn't it still a statement of the
12 public policy here in the State of Missouri?

13 MR. WIDGER: Certainly. I mean, it drives
14 for a certain result.

15 COMMISSIONER KENNEY: And you made a
16 distinction between Mr. Chaney -- well, you referred
17 to it as Mr. Chaney's financial interest.

18 Are you drawing a legal distinction
19 between financial interest and rate differential?

20 MR. WIDGER: He can pour money in a hole if
21 he wants to and that doesn't really change this.
22 That is really irrelevant. The rate differential
23 issue is driven by the fact that this rebate is part
24 of the tariffs and conditions of service of Ameren.

25 COMMISSIONER KENNEY: So any tariff that an

1 electrical corporation enacts at the direction of
2 the General Assembly Statement of Public Policy,
3 regardless of the purpose of that public policy,
4 constitutes a rate differential of some sort.

5 So, for instance, any energy efficiency
6 program that Ameren creates as a result of the
7 Missouri Energy Efficiency Investment Act, any
8 rebate that they provide for installation of a high
9 efficiency appliance then, that amounts to a rate
10 differential?

11 MR. WIDGER: Right. And vice versa. Cuivre
12 River offers ground source heat pump rebates and has
13 its own programs.

14 COMMISSIONER KENNEY: But even if the
15 purpose of that tariff is to incent development of a
16 solar array, do you discount that additional purpose
17 behind the tariff or is that just ancillary to the
18 rate differential determination?

19 MR. WIDGER: I think that the purpose
20 reflects the law. I'm not sure I followed your
21 question.

22 COMMISSIONER KENNEY: Let me say it a
23 different way. So you're saying that the solar
24 rebate that Ameren offers constitutes a rate
25 differential and my question is that, this solar

1 rebate that Ameren offers is in response to a
2 statutory mandate that they offer it and that
3 statutory mandate we already established is a
4 statement of public policy in the State of Missouri.

5 So is the solar rebate, is it any less an
6 expression of public policy because the purpose of
7 it is to inscient the development of solar arrays on
8 residential structures, right? Does that incentive
9 that is intended by the solar rebate, do you
10 discount that or is it ancillary to the rate
11 differential? I mean, can it be both?

12 It's an economic development incentive, it
13 is an incentive to stimulate and promote the use of
14 renewable energy in Missouri but your argument is
15 that it counts as a rate differential, and my
16 question is is it both? Is the rate differential
17 that you argue that it is supplant its incenting
18 purpose?

19 MR. WIDGER: Rate differential is two words
20 that appear in 393.106 and 394.315. To my
21 knowledge, that expression was only raised in those
22 two statutes as being a limiting factor for the
23 permission of people to change supplier from one
24 they already have. I don't think that the public
25 policy in favor of solar investment was intended or

1 should be allowed to override every other law of the
2 state.

3 COMMISSIONER KENNEY: All right. That's
4 helpful. Thank you.

5 THE JUDGE: Let's go ahead and move into
6 testimony. Mr. Chaney, would you raise your right
7 hand.

8 THOMAS CHANEY,
9 (Being duly sworn to tell the truth, testifies as
10 follows:)

11 EXAMINATION

12 Q First off, I just want to apologize, I did
13 not bring any facts or anything in regards to the
14 ability of Ameren or Cuivre River to serve my home.
15 Just really based upon that I thought that the
16 determination was made, so I will move into the
17 Section 393.106.

18 I believe my request is in the public
19 interest due to improved air quality via less
20 emissions from burning coal. There are no facts
21 that would disprove that solar power is a source of
22 energy and emits a less emissions and coal.

23 Less emissions in our breathing air is
24 always a benefit to the public. It takes over
25 10,000 pounds of coal to power my home for one year.

1 The amount of greenhouse gases not released into the
2 air over the life of my system equals the equivalent
3 648,000 automobile miles driven.

4 The results to benefit solar power and I
5 have just something here printed that was actually
6 it talks about peaking. So as more and more
7 residential and commercial solar grades come on
8 line, the overall draw at peak hours of the day will
9 go down which, is a benefit for the supplying
10 utility company. This is because, while based on
11 power plants that run 24 hours, the peaker plants
12 only are used during peak electric draw hours which,
13 of course, the peak production from a solar array
14 would be at those same hours during the 12 to 5
15 hour.

16 On a larger scale, if enough people like
17 myself would utilize solar power, one day we could
18 eliminate peaker power plants all together which
19 would cause a cost reduction overall for the utility
20 supplier.

21 In regards to rate differential, I believe
22 for the consumer/supplier relationship, the rate is
23 defined as an amount I would pay for a measurable
24 unit of electricity. As mentioned in the Cardwell
25 Lumber Report and Order issued January 5, 2011, the

1 staff has a similar view and I quote, "Staff states
2 that typically when discussing rates we are talking
3 about a price one would pay for some amount of
4 usage." Looking further into that case, "It
5 demonstrates a financial incentive is not rate
6 differential. In this case, the upgrade of service
7 by the co-op" my apologies, "in this case the
8 customer was requesting a change of supplier partly
9 based on a cost that could be avoided from upgrading
10 the service by the co-op. The co-op agreed to
11 charge the customer much less for installation of
12 required electrical service items than Ameren and it
13 was determined that this one time variance of cost
14 and benefit was not rate differential."

15 I see my case very similar because of
16 solar rebate is a one-time benefit and/or incentive.

17 Another point I would like to make is
18 that, even though a solar rebate, my overall cost of
19 electricity will be the same or higher than either
20 supplier. I expect an approximate cost of 30,000
21 after the \$20,000 rebate and this is a 10,000 watt
22 solar array. This cost calculates down to,
23 approximately, 12 cents a kilowatt hour after the
24 rebated assuming a 25 year life span on the system.

25 (Deposition Exhibit Number

1 Chaney 1 marked for
2 identification.)

3 I would like to mention that Missouri has
4 4.5 hours of the day that is deemed beneficial for
5 solar, it is not as much as California. Though,
6 Missouri still ranks very high for solar generation.
7 That's all I have in regards to those two topics.

8 THE JUDGE: We will have cross examination
9 starting with Ameren.

10 MS. TATRO: I have no questions.

11 THE JUDGE: Cuivre River?

12 MR. WIDGER: Yes.

13 EXAMINATION

14 QUESTIONS BY MR. WIDGER:

15 Q You said you are looking at a 10 KW system.
16 Who is the manufacturer of that?

17 A Sharp will be the solar panel, 235 watt
18 panels and there will be 48 of them. The converters
19 will be End Phase M215s. There will be 48 of those
20 as well. If you do the math, it is actually over
21 11,000 watts, but due to the efficiency rating,
22 about 90 percent so that is why I estimate around
23 10,000 watts.

24 As far as the installer, I most likely
25 will use Cain Electric which has installed many

1 around O'Fallon.

2 **Q You've indicated that you recognize that 19**
3 **and 1 half hours of the day would not be utilized by**
4 **solar, correct?**

5 A Yes.

6 **Q Have you calculated your annual kilowatt**
7 **hour production for that short period of time?**

8 A Yes. Annually it is 14,782 kilowatt hours.
9 That's the 10,000 with another correction factor for
10 efficiency of 90 percent and that is due to the
11 wiring of all the converters times 4.5 hours a day
12 times 365 days a year.

13 **Q This system has no battery storage?**

14 A It does not.

15 **Q And how many panels did it take to support**
16 **this?**

17 A Forty-eight.

18 **Q And where do you plan to install those?**

19 A They will be on the south facing roof of my
20 home.

21 **Q So all 48 panels will fit on the roof?**

22 A Correct. It will be end to end.

23 **Q Do the panels have any tracking ability, sun**
24 **tracking ability?**

25 A They do. The manufacturer of the inverter

1 has the ability to track the efficiency of the
2 panels per panel so, in the event that a cloud
3 covers half the solar array, it will not shut down
4 the entire array, it will only shut down the panels
5 that are covered and that's the benefit of having
6 each inverter tied to each panel.

7 **Q So you have less in production during that**
8 **time.**

9 A Correct. So when a cloud passes, it will
10 shut down any panel that it touches and then, when
11 the cloud moves, of course, they will come back on
12 line.

13 **Q How far -- what's the range of the tracking**
14 **ability? I mean, in terms of degrees? If you're**
15 **assuming starting facing south, how much east and**
16 **how much west would they go?**

17 A I'm not -- I do not have the information as
18 far as the path of the sun and when the panels would
19 come on line versus go off line. I do know that
20 it's generally accepted south to southwest would be
21 an appropriate direction.

22 **Q We can mark Cuivre River Exhibit 1, please.**

23 **(Deposition Exhibit Number 1**
24 **marked for identification.)**

25 **Q (By Mr. Widger) Mr. Chaney, I handed you**

1 what is marked as Exhibit 1. I'll represent to you
2 that this photograph was taken from the Google Earth
3 resources. Does this appear to show your house?

4 A It does.

5 Q And your house will be the one that is right
6 in the middle of the picture?

7 A Correct.

8 Q And the southern exposure would be that
9 exposure which is toward the bottom of the page?

10 A Correct.

11 Q In fact, in this picture, this shows direct
12 sunlight on that even there?

13 A It does.

14 Q How close is your house to your -- if the
15 south property line then will be at the south of
16 your shed, is that correct?

17 A Correct. 25-foot south of my shed.

18 Q So, obviously, you control the growth of
19 vegetation just directly south of your house because
20 that is within your lot, is that correct?

21 A I do.

22 Q But then this picture shows there is pretty
23 heavy vegetation to your west?

24 A Yes.

25 Q But your testimony is that your panels will

1 not rotate far enough to be blocked by those trees
2 to the west?

3 A That is correct. The vegetation that you
4 see here will not affect the production of the panel
5 and in any large fashion because the peak of the
6 panel's production will be when the sun is quite
7 high in the sky would not have any sort of angular
8 advantage over this row of trees to the left.

9 MR. WIDGER: I'd offer Cuivre River Exhibit
10 1 into evidence.

11 THE JUDGE: Any objection to Cuivre River
12 Exhibit 1? Cuivre River Exhibit 1 is admitted into
13 the record.

14 Q (By Mr. Widger) In regard to the generation
15 of that port that you will still receive from
16 Ameren, do you have any measure of how much
17 generation they need to have to support the needs
18 that do not go to solar?

19 A You mean, as far as when the panels are not
20 producing, you want to know how much I can draw off
21 the grid?

22 Q Right.

23 A So with the net metering in the summer, I
24 will exceed the draw that I would have off the grid.
25 So let's say I might produce down to a daily amount

1 40 kilowatts a day. I would produce them during the
2 day when my draw is not as high because I'm not
3 home. And then during the night, the meter will
4 spin the correct way. So the meter will spin
5 backwards during the day because I'm generating more
6 power than I'm using. And at night it will spin the
7 correct way and I, of course, will not generate
8 power, but I will be using power. So during the
9 summer, I anticipate that there will be a surplus of
10 power that will go into the grid. During the
11 winter, it will be the opposite. There will be not
12 a surplus and I will actually draw more off the grid
13 because the sun is not producing as much power
14 during the winter. I would say during the fall and
15 spring it ends up being about a net zero that I
16 anticipate the break even. So it depends upon the
17 time of year that you are referring to if I'm going
18 to draw off the grid. Year over year it would net
19 zero.

20 **Q But you do not have a battery system so that**
21 **is a basically a banking system under net metering**
22 **law with Ameren?**

23 A Correct.

24 **Q And you understand that Cuivre River is also**
25 **subject to a metering law?**

1 A I am.

2 Q So when you are drawing because you are no
3 longer producing, do you have any sense of what
4 generation resources Ameren will be using?

5 A I believe they will be using coal and any
6 other means that they have just like any other
7 utility.

8 Q So that being coal, nuclear, hydro or gas?

9 A Although I do understand Ameren is looking
10 into solar generation. I understand on the roof of
11 their main building I think they actually have three
12 solar rays, so I believe that they are ahead of the
13 curve when it comes to renewable resources.

14 Q Have you determined what your annual
15 operating cost will be on the system?

16 A Well, annual operating cost, once the system
17 is up and running is zero until you have a failure.
18 In theory, you could take the entire cost of the
19 system divided by 25 years and estimate at the end
20 of the 25 years it would have to have everything
21 replaced, but from a day-to-day, month-to-month,
22 year-to-year standpoint, there is no operating cost.

23 Q You're saying it would be a very low
24 maintenance system?

25 A Correct. Once it is up and running, you do

1 have to maintain that you remove debris from the
2 panel if there is debris on the panel because it
3 will interfere with its ability to produce. The
4 advantage of having micro inverters one per panel is
5 if you do blow an inverter, you simple replace that
6 one and not all of them.

7 **Q Thank you. No further questions.**

8 THE JUDGE: You all have had a chance to
9 look at Chaney Exhibit 1, "Using Photovoltaics to
10 Preserve California's Electricity Capacity
11 Reserves." Anyone have any objection to it being
12 admitted to the record? Chaney Exhibit 1 is
13 admitted to the record.

14 MS. HERNANDEZ: I think I might have a
15 question.

16 THE JUDGE: About that exhibit?

17 MS. HERNANDEZ: No, about his testimony.

18 THE JUDGE: Mr. Chaney also mentioned a
19 case, a commission case. We can just take
20 administrative notice of it if you will say on the
21 record what that case number is.

22 MR. CHANEY: Sure. EO-2011-0052.

23 THE JUDGE: And that's Cardwell Electric?

24 MR. CHANEY: Correct. Cardwell Lumber.

25 THE JUDGE: And staff has questions.

1 EXAMINATION

2 QUESTIONS BY MS. HERNANDEZ:

3 Q Could you clarify, if you are allowed to \$2
4 per watt rebate and any other Federal allowances you
5 could obtain from installing this, what would be
6 your total upfront investment?

7 A Approximately 30,000. And the reason that I
8 would not have a lot of Federal assistance is
9 because it's a 30 percent tax credit and my tax
10 situation doesn't allow that I will be able to take
11 full advantage of that.

12 Q And are your panels able to rotate on an
13 axis?

14 A They are not.

15 Q That's all.

16 THE JUDGE: Commissioner Kenney.

17 EXAMINATION

18 BY COMMISSIONER KENNEY:

19 Q That was one of my questions was, the total
20 cost of the system before tax credits and the
21 rebates.

22 A That would be 50,000.

23 Q Will you install this irrespective of
24 however this case turns out for you?

25 A At this time, no. I've been researching

1 solar arrays for probably five to seven years. The
2 cost has consistently been higher than the benefit
3 that you can get and just recently it is getting
4 precariously close to a viable source for just like
5 a person to myself, residential, and then, when I
6 saw the 2-dollar rebate, that pushes it in the
7 black. So without it, it would have to be years
8 down the road with the assumption that solar could
9 become cheaper.

10 **Q So at \$30,000, you have no annual operating**
11 **costs ostensibly?**

12 A Essentially, you know, your electric bill
13 could be zero. It could be a few dollars. It just
14 depends upon the time of the year.

15 **Q And the average life span of this array is**
16 **25 years?**

17 A The warranty on the panel says 25 years.
18 There are many panels that were built in the '70s
19 that are still there.

20 **Q Thank you.**

21 THE JUDGE: Any recross based on
22 Commission's questions?

23 MS. TATRO: None from Ameren.

24 MS. HERNANDEZ: No, thank you.

25 THE JUDGE: And, Mr. Chaney, in response to

1 the questions that you have got, do you have any
2 statements you would like to make in response to
3 those questions?

4 MR. CHANEY: I do not.

5 THE JUDGE: All right. Let's move directly
6 to staff's direct. And your first witness is?

7 MS. HERNANDEZ: Daniel Beck.

8

9 DANIEL BECK,

10 (Being duly sworn to tell the truth, testifies as
11 follows:)

12 EXAMINATION

13 QUESTIONS BY MS. HERNANDEZ:

14 Q Can you please state your name for the
15 record?

16 A Daniel I. Beck.

17 Q And where are you employed?

18 A I'm employed with Missouri Public Service
19 Commission staff.

20 Q And in what capacity?

21 A I am the Engineering Analysis Supervisor.

22 Q And are you the same Daniel I. Beck that
23 caused to be filed a memorandum for staff's
24 recommendation on this case on July 20, 2011?

25 A Yes, I am.

1 **Q Do you have any corrections or updates to**
2 **make to that report?**

3 A Obviously, with the date of July 20, 2011,
4 that was quite a while ago. Staff filed an update
5 to that application on October 19 of 2011 to
6 basically explain that appeals that were taking
7 place regarding the 2-dollar per watt solar rebate
8 are no longer being pursued, so that's a
9 clarification or change of circumstance from the
10 original memorandum.

11 Other than that, I think that some of the
12 stipulations of facts filed in this case have
13 clarified some of the issues the staff talked about,
14 the fact that the utilities would have investments,
15 the customer have investments and I think there has
16 been some numbers put out there that clarify some of
17 that. And so that is a good thing to get more facts
18 out on that topic.

19 Other than that, I guess, based on
20 discussion that has taken place today, one small
21 point, I guess, it would raise is that and some
22 people know this and Mr. Chaney may well know this,
23 but a rebate that is paid to a customer will be
24 taxed. It is taxable income, so that will be a cost
25 after the customer gets the rebate, then the

1 customer has to deal with the income tax
2 consequences of that which makes it slightly less
3 attractive. It is not a huge thing, but it is
4 relevant. Those tax credits, if I understand right,
5 can go towards paying for that so that's an
6 interesting trade off there.

7 Finally, I guess it was a small part of my
8 memorandum, but some of the Commissioner's earlier
9 questions, I guess, kind of reiterate that there
10 were in the initiative commission process there are
11 actually five drafts that were submitted to the
12 Secretary of State. Three of those five drafts
13 would have required the co-ops to provide this
14 rebate and we would never have been here if one of
15 those three drafts were the ones that went forward
16 to the ballot and was approved by the voters. That
17 didn't happen. I just wanted to state that we had
18 that discussion in the staff memo and that still
19 holds true.

20 **Q And with those updates or corrections, is**
21 **this memorandum true and correct, to the best of**
22 **your information, knowledge and belief?**

23 A Yes, it is.

24 **Q And if I were to ask you the same questions**
25 **today, your answers would be the same as contained**

1 in the memorandum?

2 A Yes, they would.

3 Q I want to mark as Staff Exhibit 1.

4 (Deposition Exhibit Number 1
5 marked for identification.)

6 Q (By Ms. Hernandez) I would like to offer is
7 this.

8 THE JUDGE: Any objection? Staff Exhibit 1
9 is admitted to the record.

10 MS. HERNANDEZ: And I have no further
11 questions. I tender the witness.

12 THE JUDGE: Any questions from Ameren?

13 MS. TATRO: Yes.

14 EXAMINATION

15 QUESTIONS BY MS. TATRO:

16 Q Good morning, Mr. Beck.

17 A Good morning.

18 Q You're familiar with Ameren Missouri last
19 rate case?

20 A Yes.

21 Q Do you know if there were any dollars
22 included in the company's revenue requirement for
23 solar rebates out of that case as a result of that
24 case?

25 A Yes, there was.

1 **Q Do you know what that amount was?**

2 A I do not, but I guess maybe to say if you
3 give me a little bit of latitude, the company filed
4 at the end of this year the amount of expense that
5 they incurred paying out solar rebates in the year
6 2011 and I have those numbers.

7 **Q What were those numbers in the current case?**

8 A In calendar year 2011 Ameren paid out
9 \$2,964,306 and that was paid out to a total of 226
10 solar rebates requests.

11 **Q So, if the Commission goes back and reviews**
12 **the record from the last rate case, if that number**
13 **was two million dollars that wouldn't sound out of**
14 **line to you?**

15 A No.

16 **Q So the cost of the solar rebate is part of**
17 **the rate that's paid by residential customers?**

18 A Yes.

19 **Q And do you know if Cuivre River has a solar**
20 **rebate available to customers?**

21 A They do not.

22 **Q So their costs don't have any costs for**
23 **solar rebate included?**

24 A That's correct.

25 MS. TATRO: I would ask the Commission take

1 judicial notice of report and order and also the
2 testimony of Gary Weiss, W-E-I-S-S in ER 20110028.
3 And I have no further questions.

4 THE JUDGE: The Commission will take
5 administrative notice of Case Number ER 20110028 and
6 you said that the testimony of?

7 MS. TATRO: Gary Weiss and the report in
8 order, I believe.

9 THE JUDGE: Is it direct testimony,
10 rebuttal, surrebuttal?

11 MS. TATRO: I believe the final number is in
12 the surrebuttal testimony and when I ask you to take
13 judicial notice of the order, there is also on
14 clarification that the Commission issued that dealt
15 specifically with the rebate issue. I better
16 include that in my request for you to take notice,
17 please.

18 THE JUDGE: And what specifically in
19 Mr. Weiss' testimony is the Commission supposed to
20 review?

21 MS. TATRO: The two million-dollar number
22 that was included in the revenue requirement set in
23 the company's rates and the two million was for
24 solar rebates.

25 THE JUDGE: And cross examination from

1 Cuivre River?

2 MR. WIDGER: None.

3 THE JUDGE: Mr. Chaney, do you have any
4 questions?

5 MR. CHANEY: I do not.

6 THE JUDGE: Commissioner Kenney?

7 COMMISSIONER KENNEY: Just a couple.

8 EXAMINATION

9 QUESTIONS BY COMMISSIONER KENNEY:

10 Q You made mention of the initiative petitions
11 that were circulated in three of the five that
12 applied to co-ops and utilities?

13 A Yes.

14 Q Do you know, only answer if you know,
15 whether or why the pursuers of the initiative
16 petition didn't advance one of those three that
17 contained -- that would have made it applicable to
18 co-ops and utilities?

19 A I can only speculate that it was with regard
20 to getting it passed in the groups that they thought
21 would be more supportive or less supportive but that
22 is speculation.

23 Q Do you know whether the meetings and co-ops
24 were supportive of Prop C generally?

25 A I don't know that I remember them ever

1 coming out with a position one way or the other.
2 Certainly, with regard especially, for example, to
3 municipals, I can give you examples of municipals
4 that are highly supportive of solar technology, but
5 I don't know that any came out with a position on
6 Prop C.

7 **Q And to be clear, staff's recommendation is**
8 **based upon the economics of this particular**
9 **circumstance, is that right?**

10 A I think it's based on the economics, the
11 opposition of the utilities of both utilities to
12 this as well which is partially involved in the
13 economics, I guess, but --

14 **Q But it is not a rate differential?**

15 A That's my understanding.

16 **Q So to the extent that staff opposes it, it's**
17 **because economics render it not in the public**
18 **interest?**

19 A I think if you'll allow me, when I consider
20 the public interest and there has been a discussion
21 about the importance of solar technology and that is
22 a public interest topic, I guess, the good news is
23 is that whether solar technology moves forward or
24 not doesn't hinge on poor Mr. Chaney having to be
25 the only person to do it.

1 My understanding is that Ameren's numbers
2 request are up significantly this time this year
3 compared to this time last year and other IOUs that
4 are also under that same requirement. So I guess in
5 my mind, at least, the solar technology is still
6 moving forward regardless of how this case takes
7 place.

8 **Q What are the economics that we're talking**
9 **about, is it the costs?**

10 A It is the cost of the -- it's the individual
11 costs of what I consider the dedicated cost to serve
12 a particular customer. So, you know, things like
13 power plants and that type of thing, those serve
14 multiple customers but part of the distribution
15 system literally goes just to Mr. Chaney's house.

16 And, likewise, a new part of the
17 distribution of Ameren's distribution system would
18 have to be extended to Mr. Chaney's residence to go
19 ahead and accomplish what we need to accomplish
20 here.

21 **Q What would the cost be to Cuivre River and**
22 **the cost be to Ameren, approximately?**

23 A Cuivre River stated that they have \$3,525 in
24 stranded investment if Mr. Chaney leaves their
25 system. Staff hasn't done an in-depth analysis of

1 that number, but what I think there would be is
2 there would be the dedicated lines and that type of
3 thing and my understanding is is that Cuivre River,
4 in fact, upgraded those services in 2010 and so
5 because of that, you know, typically when you talk
6 about a stranded cost like this, you are looking at
7 how much upfront costs you have, but you also need
8 to take into account depreciation of that and so the
9 fact that those were recently upgraded is a fairly
10 big point here.

11 Likewise, Ameren's estimate is that they
12 will expend about \$3,600 to extend utilities to
13 Mr. Chaney's property and, at this point, it's my
14 understanding that, when you apply the extension
15 policy, Mr. Chaney would not have to incur that
16 \$3,600, but it would go under rate base and be
17 recovered over time.

18 And then, the last component is that Mr.
19 Chaney will put almost, it is almost a guarantee
20 that it will be done under ground and I did a rough
21 estimate of \$3,000 for that work that he would have
22 to pay for or install himself, conduits so that
23 Ameren's lines could be put into that conduit and
24 then have an electrician do the final connections.
25 Ameren estimated that at \$2,500 which sounds

1 reasonable to me.

2 **Q Is that \$2,500 on top of the 3,000 for under**
3 **ground?**

4 A So it would really be the \$2,500 instead of
5 my \$3,000 estimate.

6 **Q And that would be at Mr. Chaney's expense?**

7 A Yes.

8 **Q And that could be rolled into the overall**
9 **installation of the solar system?**

10 A Yes, and he may find a contractor that he
11 can get a better price for. This is obvious
12 speculation in that number.

13 **Q So you have 3,600 to Ameren and 3,500 to**
14 **Cuivre River?**

15 A Yes.

16 **Q Do the staff's analysis change if**
17 **hypothetically Mr. Chaney was willing to bear the**
18 **cost to Ameren and Cuivre River?**

19 A Yes. That's a good question. I mean, I
20 think at that point much of the economics have gone
21 away.

22 One of the things we raised in our staff
23 memo was the idea of a utility serving a customer
24 that has publicly stated it doesn't want to serve is
25 problematic just as the idea as a utility publicly

1 stating that they are upset of losing that customer.
2 So to the extent that that would influence both,
3 that would certainly be a change in circumstance.
4 So the economics somehow affected the utility's
5 position, that would certainly be a change and I
6 think at that point staff would, I think if the
7 utilities were supportive of this, I think we would
8 be looking at this as being in the public interest.

9 **Q Is it my understanding from what you just**
10 **said the staff's recommendation that it is staff's**
11 **understanding that Ameren and Cuivre River's**
12 **objection is purely an economic one?**

13 A No. I think their objection, I think there
14 is economics, but I think there is obviously a legal
15 objection as well.

16 **Q To the jurisdiction?**

17 A Yes.

18 **Q Moving past the jurisdiction issue however,**
19 **that is kind of a threshold issue. Getting past**
20 **that legal threshold, is it your understanding that**
21 **Ameren and Cuivre River's objections are solely**
22 **economics?**

23 A What I've understood is is that there's a
24 jurisdictional aspect and there's an economical
25 aspect from their arguments, yes.

1 **Q Thank you.**

2 THE JUDGE: Recross from Ameren?

3 MS. TATRO: Yes.

4 EXAMINATION

5 QUESTIONS BY MS. TATRO:

6 **Q The Commissioner asked you about your**
7 **understanding of Ameren Missouri's objection and**
8 **Cuivre River's objection to this and you indicated**
9 **there were things beyond the jurisdiction and this**
10 **cost analysis. And is one of those objections**
11 **whether or not this is a rate differential?**

12 A Now, that you say that, that is something
13 that the company has raised.

14 **Q And you agree that the cost for these solar**
15 **rebates are part of the rates paid by customers?**

16 A I agree that it is something that is in the
17 tariffs but it's my understanding of the staff's
18 legal position is that that it is not a rate
19 differential.

20 **Q Maybe I should phrase my question**
21 **differently. The cost for the solar rebates?**

22 A The cost, yes.

23 **Q Are used to set the company's revenue**
24 **requirement in rate cases?**

25 A Yes.

1 Q And that happened in the last rate case?

2 A Yes.

3 Q And you expect it to happen again in this
4 case?

5 A Yes.

6 Q Thank you.

7 THE JUDGE: Any cross from Cuivre River?

8 EXAMINATION

9 QUESTIONS BY MR. WIDGER:

10 Q Yes, I would like to draw his attention to
11 Cuivre River Exhibit 1.

12 In your investigation, did you determine
13 how Ameren would approach Mr. Chaney's property from
14 a physical standpoint?

15 A When I had conversations with the utility a
16 year ago or better, there was really a couple of
17 options. And, I think, given this pleading, I have
18 not had any follow-up conversations with them. But
19 given this pleading, my understanding is there was
20 discussions about going under a road, so my
21 assumption is that that would actually then --
22 because Ameren has power coming in on St. Theresa
23 Lane as well as power to some of these surrounding
24 subdivisions. But I think what we will be talking
25 about is St. Theresa Lane, but I would defer to

1 Ameren's witness on the more specifics of that.

2 **Q Thank you. No further questions.**

3 THE JUDGE: Mr. Chaney, do you have any
4 questions?

5 MR. CHANEY: I do.

6 EXAMINATION

7 QUESTIONS BY MR. CHANEY:

8 **Q So with Cuivre River's stranded costs, do**
9 **they factor in the reuse of the transformers that**
10 **are currently there?**

11 A I honestly do not know how they made that
12 calculation. I don't.

13 **Q And as far as the rate being incorporated**
14 **into the tariffs, I'm sorry, the rebates. So the**
15 **rates that Ameren charged prior to Proposition C**
16 **passing and going into effect, versus the rates that**
17 **are charged now, can you see a direct correlation**
18 **that the rates went up due to the solar rebate?**

19 A I think it's interesting you bring that
20 topic up because the statutes actually have a very
21 specific requirement regarding the fact that rates
22 can only go up a maximum of 1 percent so there was
23 contemplation in the statutes about going up, but
24 ultimately, what that number is is going to have to
25 be determined by any rate case and I will just for

1 the sake of balance I will say that the supporters
2 of the Proposition C at the time were actually
3 arguing that in the long term rates were going to go
4 down also.

5 So there are provisions protecting rates,
6 that rates can only go up 1 percent due to the
7 statute, but there was the arguments that it would
8 actually bring rates down over the long term.

9 **Q The other thing you mentioned something**
10 **about crossing the road and I'm familiar with what**
11 **you are referring to is that power on the north side**
12 **of St. Theresa at this time and a new home is being**
13 **constructed and, I guess, my question is that, with**
14 **the lots across St. Theresa being unoccupied right**
15 **now, eventually they will have homes on them, is it**
16 **accurate to say that Ameren will have to go under**
17 **the street regardless of my decision?**

18 A I think that, if the future investment was
19 made it would, and maybe to explain to you just a
20 little bit more of how the process ultimately works.

21 If the under grounding I think that we are
22 talking about though will be through your service
23 line and so that will get power to your house but it
24 won't be taking power over to those other
25 facilities.

1 If, on the other hand, Ameren actually
2 made the decision to install a transformer on your
3 side of the road in maybe anticipation of serving
4 those future customers, that might well be initial
5 money out of your pocket. But because we might have
6 moved beyond how much the extension policy allows
7 you to cover, but then if that did happen, and then
8 the extension policy allows for a time period if
9 those lots were developed, some of that money would
10 come back to you that you invested.

11 So on one hand, if you pay which is a
12 scenario contemplated here, if you paid to put the
13 line under ground, that line work would be dedicated
14 just to you and wouldn't affect those other lots,
15 but there is a scenario that could be developed that
16 would do something different.

17 **Q That's all.**

18 THE JUDGE: Any redirect?

19 MS. HERNANDEZ: No thank you.

20 THE JUDGE: Then let's move to Ameren's
21 witness.

22 RANDY HUNT

23 (Being duly sworn to tell the truth, testifies as
24 follows:

25 EXAMINATION

1 QUESTIONS BY MS. TATRO:

2 Q Can you state your name and your business
3 title for the Commission, please.

4 A Randy Hunt. Boone Trails Division
5 Supervising Engineer.

6 Q Are you familiar with the facts of this
7 case?

8 A Yes.

9 Q And have you reviewed the facts relating to
10 Ameren Missouri in this case as set forth in the
11 Joint Statement of Facts and Law that was filed by
12 Ameren Missouri and Cuivre River on July 6 of this
13 year?

14 A Yes.

15 Q And are the facts related to Ameren Missouri
16 true and correct, to the best of your knowledge?

17 A There is one correction. The 3,600-dollar
18 cost.

19 Q Would that be paragraph 13?

20 A Wendy, I don't know.

21 Q I want to make sure we are all in the same
22 place.

23 A Yes, paragraph 13. It says at a cost of
24 \$3,600. That does not include the cost of the
25 material pad transformer. That brings the total

1 cost to \$7,100.

2 Q So the 3,600 in that paragraph should be
3 struck and it should be 71?

4 A It should, yes.

5 Q Do you have any additional corrections or
6 additions to make to that Statement of Facts?

7 A I did some additional things to say that
8 this was a cursory review. We have no idea what
9 size air conditioner Mr. Chaney has because we do
10 need to provide when the sun goes down, we will
11 especially on the hot days when it is 100 plus
12 degrees like we had in July and August and the
13 temperature doesn't even get down below 80 at night
14 you, obviously, will not be generating and we need
15 to provide for that service and so we are a little
16 concerned that, when your air conditioner comes on,
17 it is such a long distance because we would be on
18 the northwest corner of the property with a
19 transformer. So we are concerned with that air
20 conditioner coming on and blinking the lights in the
21 house. So we may have to have your electrician
22 either bring some additional service conduits or
23 actually relocate the service outlet from the
24 southeast part of the corner to the northeast part
25 of the house. Since this was all brand new, we

1 would tell your electrician to have the service in
2 the panel and everything at the northeast corner of
3 house.

4 **Q And do the costs that are discussed in this**
5 **Joint Stipulation of Facts include any costs for**
6 **that portion?**

7 A No. And the \$2,500 of Mr. Beck is very
8 speculative. You have to direct the board, you have
9 to trample through the neighbors yards and talk to
10 some of the neighbors up the street and a great
11 inconvenience to them.

12 **Q So you call it an estimate?**

13 A It's an estimate.

14 **Q But it is based upon your knowledge and**
15 **experience with this type of work?**

16 A Yes.

17 (Deposition Exhibit Number
18 Ameren 1 marked for
19 identification.)

20 **Q Could that document be marked Ameren**
21 **Missouri 1. I left my copies back at my office.**

22 THE JUDGE: It is in the docket and we can
23 just take notice of it.

24 Any cross from rom staff?

25 MS. HERNANDEZ: No thank you.

1 THE JUDGE: Any cross from you, Mr. Chaney?

2 EXAMINATION

3 QUESTIONS BY MR. CHANEY:

4 Q Just one thing. With a run that long like
5 you mentioned that would have to go all the way to
6 the other side of the house, it is possible that you
7 could simply increase the gauge of wire and/or have
8 the higher number of wires leading to the home?

9 A Yes. We use our highest gauge. What we
10 could do and, again, we didn't look at it in that
11 much detail, but your electrician could put in an
12 extra conduit, we could parallel the conduits
13 assuming that we could make that pull. It's a long
14 way to pull.

15 THE JUDGE: Any questions from Cuivre River?

16 MR. WIDGER: No.

17 THE JUDGE: Ken, any questions?

18 COMMISSIONER KENNEY: No.

19 THE JUDGE: Any redirect?

20 MS. TATRO: No.

21 THE JUDGE: You may step down. Cuivre
22 River, your witness.

23 MR. WIDGER: I call Rick Didion.

24 THE JUDGE: Raise your right hand.

25

1 RICK DIDION,
2 (Being duly sworn to tell the truth, testifies as
3 follows:)

4 EXAMINATION

5 QUESTIONS BY MR. WIDGER:

6 Q Will you state your full name for the
7 record, please.

8 A Richard Didion.

9 Q By whom are you employed?

10 A Cuivre River Electric.

11 Q What is your position there?

12 A Manager of Engineering and Operations.

13 Q How long have you had that position?

14 A For 25 years.

15 Q What are your principle duties?

16 A I manage the engineering design and utility
17 construction for Cuivre River Electric.

18 Q What is your educational background?

19 A Bachelor of Science and Electrical
20 Engineering with a Master's in Business
21 Administration.

22 Q Do you have any professional certifications?

23 A Professional Engineer by the State of
24 Missouri.

25 Q Do you belong to any professional

1 associations?

2 A IEEE.

3 Q I will hand you what has been previously
4 marked as Ameren Exhibit 1 and ask if you recognize
5 that document?

6 A Yes, I do.

7 Q Did you participate in providing the factual
8 background in there as it related to Cuivre River
9 Electrical Cooperative?

10 A Yes, I did.

11 Q From the standpoint of those things there,
12 that are within the knowledge of Cuivre River, do
13 you know of any corrections or changes to be made?

14 A No, I do not.

15 MR. WIDGER: At this time we would offer
16 Ameren Exhibit 1 into evidence.

17 THE JUDGE: Is this the joint stipulation of
18 fact?

19 MS. TATRO: Yes.

20 MR. WIDGER: It is the joint stipulation.

21 THE JUDGE: Well, we are taking notice of
22 that. It is in the record.

23 MR. WIDGER: I would like also to make sure
24 that it includes the attached approval and, again,
25 I'm sure by notice approval of the territorial

1 agreement.

2 THE JUDGE: Okay. Thank you.

3 Q (By Mr. Widger) Have you visited the Chaney
4 site to observe it?

5 A Yes.

6 Q I will show you Cuivre River Exhibit 1,
7 which is the Google Earth photograph.

8 Can you describe generally what parts of
9 that area Cuivre River serves versus what Ameren
10 serves.

11 A We serve the home indicated in the center of
12 the photograph that has been described as Mr.
13 Chaney's home and garage. We also serve the two
14 residences to the north on the north side of
15 St. Theresa Lane. We do not have the names of those
16 account holders.

17 Q It has been suggested that Ameren would have
18 to serve the vacant lots across the street from
19 Mr. Chaney?

20 A Across the street and adjacent to, yes.

21 Q Isn't it true that, according to the
22 territorial agreement, that that service could be
23 provided by agreement by Cuivre River?

24 A Yes.

25 (Deposition Exhibit Number 2

1 marked for identification.)

2 Q I believe this will be Cuivre River 2. Do
3 you recognize that photograph.

4 A Yes, I took that photograph.

5 Q What does it represent to show?

6 A It is generally a photograph viewed to the
7 south viewing south showing service for Mr. Chaney's
8 property, transformer on the pole.

9 Q And the structure on the right side of that
10 photograph is the shed on his property or garage on
11 his property?

12 A Yes.

13 Q The electrical facilities that are shown, do
14 they belong to Cuivre River?

15 A Yes.

16 Q Would any of those facilities be withdrawn
17 if you do not serve Mr. Chaney?

18 A The pole mounted transformer would be
19 retired from the premise. Other than that,
20 everything else would remain.

21 MR. WIDGER: I would offer Exhibit 2 into
22 evidence?

23 THE JUDGE: Any objection to Cuivre River
24 Exhibit 2? Cuivre River Exhibit 2 is admitted to
25 the record.

1 **Q** **(By Mr. Widger) As you prepared for this**
2 **hearing, did you previously understand that or did**
3 **you assume that Mr. Chaney would install his panels**
4 **on the shed?**

5 A Yes, I was originally under that
6 understanding.

7 **Q** **And you learned here today that he plans to**
8 **install those on the roof of his house?**

9 A Yes.

10 **Q** **Does that change the issue of vegetation**
11 **management on adjacent properties?**

12 A No.

13 **Q** **And why not?**

14 A The vegetation management from Cuivre
15 River's standpoint?

16 **Q** **I'm sorry, vegetation interference with**
17 **solar panel use?**

18 A I have concern with it just from an
19 efficient standpoint. There are trees, large trees
20 in Mr. Chaney's backyard. I don't know where the
21 property line is to his west, but there are also
22 large trees to the west of his property that would
23 impact the efficiency of the solar system.

24 **Q** **And you heard his testimony today that he**
25 **expects to achieve approximately four and a half**

1 hours of solar exposure. Is that consistent with
2 your understanding of such systems?

3 A I have not done that in-depth of an analysis
4 of the solar system, so I wouldn't be qualified to
5 answer that.

6 Q In opening statement, I had suggested that
7 the solar power here in Missouri is 20 percent less
8 than California. Is that your understanding?

9 A Yes, based on a couple of websites that I
10 had reviewed and a photo, a map of the United States
11 indicating the availability of solar power, yes, it
12 is my understanding that there is quite a margin
13 between the two locations.

14 Q And what is your understanding of the
15 electric rates in comparison to Ameren rates?

16 A I had looked at both Public Service of
17 Arizona and Southern California I had seen a rate of
18 18 and a half percent in Southern California. Also
19 a rate in the same general area of 15.4 cents.

20 Q Have you done some financial analysis based
21 on assumptions about this system?

22 A I had gone through to do a present worth
23 analysis of it based on various scenarios and what I
24 had found out is that a similar system in California
25 or southern Arizona where there is availability of

1 sunshine and much higher rates, that the break even
2 point, the present worth analysis of the system, was
3 positive from the get go both due to the fact that
4 your energy savings are against a higher kilowatt
5 hour rate and the fact since there is more
6 availability of sunshine, you could get away with
7 putting in less of a solar array, therefore, your
8 upfront costs were less.

9 Q I believe we are down to Cuivre River
10 Exhibit 3.

11 (Deposition Exhibit Number 3
12 marked for identification.)

13 Q (By Mr. Widger) I'm handing you what's been
14 marked as Cuivre River 3. Did you prepare this
15 particular analysis?

16 A Yes.

17 Q What does it show us?

18 A It's an analysis based on the solar array
19 standing on its own. The initial cost of 51,700 to
20 install the system. It assumes that the Federal
21 government is not participating in any rebates nor
22 is Ameren participating in any rebates and it
23 indicates that, if the solar system had to stand on
24 its own, that the present worth to purchase it and
25 then the proceeds that Mr. Chaney would gain through

1 kilowatt hour production or lack of purchase, the
2 present worth on that system would be a negative
3 \$27,700.

4 **Q I would like to mark Cuivre River Exhibit 4.**
5 **(Deposition Exhibit Number 4**
6 **marked for identification.).**

7 **Q (By Mr. Widger) How does this analysis**
8 **change those numbers?**

9 A This analysis assumes the participation of
10 the Federal government with the energy tax credits
11 on the initial cost of the system of \$15,500. That
12 upfront cost changes the amount of loan funds I
13 would assume that Mr. Chaney would be required to
14 contribute in order to pay for the system so the
15 bottom line is the present worth of the system
16 changes to a negative \$13,828.

17 **Q I would like the mark Cuivre River 5.**
18 **(Deposition Exhibit Number 5**
19 **marked for identification.).**

20 **Q (By Mr. Widger) Is this another analysis**
21 **that you prepared?**

22 A Yes, it is.

23 **Q And how does it build upon the previous two?**

24 A It takes into account both participation by
25 the Federal government and Ameren UE with a

1 20,000-dollar rebate. It does not assume any tax
2 effect on that rebate but, under this scenario, it
3 indicates that this is the only method that he would
4 make the system make sense in that it has a positive
5 present worth of \$4,000.

6 **Q And in this analysis you assume that part of**
7 **the installation would be with borrowed money?**

8 A Correct.

9 **Q And would you please state again your**
10 **conclusion then about this project?**

11 A Just from a public interest standpoint, I
12 guess my conclusion would be that the rebate, I
13 think that is something that is important to spur
14 the consumer into making a choice that he would not
15 normally make.

16 In this case, with the solar systems and
17 the cost of the systems, I believe an informed
18 consumer would never install a solar system in this
19 area or under this premise from a financial basis
20 without the rebate. Therefore, the solar systems do
21 not make sense for this area but for a rebate.

22 **Q And the tax credits?**

23 A And the tax credits.

24 MR. WIDGER: I would offer Exhibits 3, 4, 5
25 into evidence.

1 THE JUDGE: Any objections to those
2 exhibits? Cuivre River Exhibits 3, 4 and 5 admitted
3 into evidence.

4 Q (By Mr. Widger) Do you have an opinion or
5 calculation regarding how much generation capacity
6 Ameren would have to have available to support Mr.
7 Chaney's service?

8 A We do not have a demand meter on
9 Mr. Chaney's property, but based on the mode that he
10 had shared with us, with regards to his system
11 upgrade, we had installed a 15 KVA transformer so
12 that is the capacity of the facilities that we are
13 supplying to Mr. Chaney. Therefore, just by general
14 assumption, he would need in the order of 15 KVA of
15 generation capacity to support his residence while
16 the solar was not participating.

17 Q And that availability had come from Ameren
18 and Cuivre River?

19 A Correct.

20 Q What sort of diversity of generation
21 resource does Cuivre River enjoy at this point in
22 time?

23 A Capacity wise we have, approximately, equal
24 in the ballpark of 2,300 KW of both hydro or, I'm
25 sorry, of coal and natural gas with lesser amounts

1 of wind and hydro.

2 **Q What sort of incentives or conservation**
3 **programs does Cuivre River offer to its members?**

4 A We have several different programs. We
5 offer compact fluorescent light that we provide to
6 our members at no cost on a limited basis. I
7 believe that program has expired. We offer rebates
8 for ground source heat pumps and high efficiency air
9 source heat pumps and we also offer rebates for
10 improving the lighting in commercial buildings to a
11 higher efficient fluorescent versus incandescent or
12 HID.

13 **Q In regard to ground source heat pump**
14 **rebates, is it conceivable that an Ameren customer**
15 **could come to you wanting to change suppliers to get**
16 **those rebates?**

17 A Absolutely. I'm not familiar that Ameren
18 has a similar program to our ground source heat pump
19 program.

20 **Q Is it true that each company offers the**
21 **programs that, unless they are driven by initiative**
22 **petition, the things that make economic sense for**
23 **their load?**

24 A Yes. We offer our ground source heat pump
25 program to lessen the amount of generation capacity

1 that is required to serve at home because the ground
2 source will have less impact on our peak because it
3 is a more efficient heating system as opposed to
4 other types of systems such as solar that may have
5 no impact on peak. If it is cloudy on a particular
6 day with Cuivre River system in the winter time when
7 we would peak, our full generation would have to
8 come to bear to support that load.

9 **Q I have no further questions. I tender the**
10 **witness for cross examination.**

11 THE JUDGE: Any questions from staff?

12 MS. HERNANDEZ: Yes.

13 EXAMINATION

14 QUESTIONS BY MS. HERNANDEZ:

15 **Q To your knowledge, does Cuivre River have**
16 **plans in the future to offer any solar rebate?**

17 A No, we do not.

18 **Q Do you know how long term that plan is?**

19 A Foreseeable future to as far as I know.

20 **Q On your Exhibit 2, you had stated that there**
21 **would be some removal of facilities. This may just**
22 **be beneficial to me, but can you tell me what would**
23 **be removed and what would stay?**

24 A The pole structures, of course, would remain
25 because they are providing service to the residents

1 across the street, but there is a small gray object
2 on the pole which would be our transformer. That
3 would be removed and I suppose would be no
4 consequences to us, but the conduit coming down the
5 pole may or may not be removed.

6 **Q So there would be some duplication of**
7 **facilities if there was a change of supplier order?**

8 A Yes. I believe Ameren would be providing
9 service from the adjacent corner of the property,
10 but they would have to completely duplicate
11 everything that we have in place.

12 **Q Now, on your Exhibits 3, 4 and 5, there is a**
13 **cost at year 15. What is that for?**

14 A I'm sorry, where are you at? What number
15 are you referring to?

16 **Q I guess either of those, 3, 4 or 5. At year**
17 **15 it says "gross cost" and then there is a number**
18 **in parentheses of \$7,238.**

19 A On the website that I had used to support
20 the cost of the solar system there was an assumption
21 made by this analysis that the inverters would at
22 some point during the life of the system have to be
23 replaced and there the assumption was made that the
24 inverters would need to be replaced at year 15.

25 **Q Is there any other year a logical assumption**

1 **or is it year 15 or could it be year 10?**

2 A To reword that a little bit differently,
3 based on Mr. Chaney's testimony of how he would be
4 installing the system with multiple inverters, it is
5 conceivable that those costs could be spread
6 throughout the entire 25 year life of the system or
7 it is a variable. It is a random thing. There is
8 no guarantee that the inverters won't die on year
9 one due to a lightning strike or not have to be
10 replaced at all in the 25 years.

11 **Q So there could be some additional costs?**

12 A There could be additional costs or less
13 costs. It's an assumption.

14 **Q That's all the questions I have.**

15 THE JUDGE: Any questions from Ameren?

16 MS. TATRO: Just a couple, thank you.

17 EXAMINATION

18 QUESTIONS BY MS. TATRO:

19 **Q Sir, does Cuivre River's current rates, are**
20 **they set up to include or recover the rebates for**
21 **ground source heat pumps that you currently pay?**

22 A Yes.

23 **Q Do you have Cuivre River 2 in front of you,**
24 **that's the picture of the pole.**

25 A Yes.

1 effect would be how much alternative things you
2 would do with that money and what interest rates
3 that money could be invested in. So this is
4 assuming that you would borrow money at 2 percent.
5 If you did not use loan funds, then the cash that
6 you have, the alternative use of that cash, could be
7 investments anywhere, 2, 4, 10 percent.

8 Q As far as the -- you said that the
9 transformer on the pole is a 15?

10 A 14 KVA.

11 Q Is the availability directly correlated to
12 what I'm actually using at the home or is it just I
13 have the availability of that much load?

14 A You have the availability of that much load.

15 Q But doesn't necessarily mean that I actually
16 use that much load?

17 A Correct.

18 Q And then I did want to talk about number 15,
19 that \$7,238 and I believe that that is the
20 assumption that you had one main inverter and that
21 one main inverter in the first 15 years will fail
22 and that is a big capital cost. I just want to
23 confirm though that, it is possible that let's say
24 these single inverters per panel let's say they do
25 have a warranty, it is possible that there would be

1 no costs incurred in the first 25 years like that
2 and that could modify these figures?

3 A Yes. It could certainly modify the figures.
4 I don't believe even taking the cost out of there
5 that, without the rebates, that you would have a
6 positive present worth on either of two other
7 analyses, though.

8 Q You know, looking at these three analyses
9 here, it makes it seem like the utility rebate is
10 that final hinge that makes it in the black and not
11 in the red. Would you agree?

12 A Yes.

13 Q The last question is, that transformer that
14 would come off the pole, do you believe that is in
15 good enough condition to use again for another
16 customer?

17 A It could be, but based on Cuivre River's
18 system and the operating voltage at your location,
19 which is 7,200-volts, we would not reuse that
20 transformer because we have excess capacity of that
21 type of transformer. Our system is being converted
22 to 14,400 so, therefore, we have no use for that
23 transformer. We could sell it for scrap.

24 Q Thank you.

25 THE JUDGE: Commissioner Kenney.

1 EXAMINATION

2 QUESTIONS BY COMMISSIONER KENNEY:

3 Q Your attorney asked about offering programs
4 that make economic sense?

5 A Correct.

6 Q I think you indicated that there is no
7 present or future plan to offer a solar rebate for
8 Cuivre River customers, correct?

9 A To my knowledge, yes.

10 Q Is that because it doesn't make economic
11 sense for Cuivre River to do that?

12 A Let me back that up a little bit because the
13 rebates that Cuivre River offers are rebates that
14 are offered through our power supplier which is in
15 ownership and control of our generation, Associated
16 Electric, our supplier out of Springfield.

17 The main focus of our rebates through
18 Associated is to offset generation, not to offset
19 fuel, therefore, with solar not having the ability
20 to offset generation, I do not perceive that we
21 would offer those rebates in the future.

22 Q And I think that what you said earlier was
23 that the solar array would have no impact on peak
24 demand?

25 A Could have no impact on peak demand. If it

1 were a bright sunny day in the summer time and we
2 happen to peak on that day, it most certainly would
3 have an effect. If the opposite came to fruition
4 and it was in the winter time and cloudy, which is
5 more likely, and also the sun on a much lower axis,
6 it would have little or no impact on the peak.

7 **Q I have just a couple of questions about**
8 **Exhibits 3, 4 and 5. Are all three of these based**
9 **upon information from the same website?**

10 A Yes.

11 **Q And I may have missed it, did you tell us**
12 **what the website was?**

13 A www.solar-estimate.org.

14 **Q Do you know by whom that site is maintained**
15 **or who the organization is that runs the site?**

16 A No, I'm not. And the analysis that I had
17 done, the website assumes certain options or
18 assumptions and I have slightly modified some of
19 those assumptions based on tax rebates and it
20 provided no ability for an Ameren rebate, so I had
21 to add that assumption back in there so it is not a
22 verbatim analysis or duplication of their facts and
23 figures.

24 **Q So it is not equally applicable to Mr.**
25 **Chaney's circumstances?**

1 A I believe the analysis that I have done is
2 more applicable to Mr. Chaney's circumstance.

3 **Q More than what?**

4 A The website is.

5 **Q Let me ask a question about this \$7,200**
6 **figure for replacing inverters. That assumed a**
7 **system with a single inverter?**

8 A Yes.

9 **Q So a system of Mr. Chaney's size that had a**
10 **single inverter would cost that amount. What would**
11 **a system of his size cost? I think he had 48**
12 **different inverters for each panel?**

13 A I did not go to that depth of analysis. I
14 was not under the assumption that he had multiple
15 inverters, so I have no idea.

16 **Q Do you know, based upon your own knowledge,**
17 **the likelihood of all 48 inverters failing**
18 **simultaneously?**

19 A No.

20 **Q No other questions. Thanks for your time.**

21 THE JUDGE: Any recross based on
22 Commissioner's questions? Any redirect?

23 MR. WIDGER: No, sir.

24 THE JUDGE: Thank you, sir. You may step
25 down. No other witnesses? All right. That

1 concludes the evidentiary portion. You all have
2 given opening statements, so I don't think it is
3 necessary for you to give closing statements to
4 restate what you opened with.

5 MR. WIDGER: I have a statement that I would
6 like to make.

7 THE JUDGE: A closing statement? Despite
8 the fact that we may not want to hear it?

9 MR. WIDGER: I would like for it to be on
10 the record. I know there are commissioners not here
11 that will be reading it.

12 THE JUDGE: All right. Go ahead. That was
13 a joke about us not wanting to hear it.

14 BY MR. WIDGER: And you're right. May it
15 please the Commission, you are right, this is an
16 embellishment of what I forecast in my opening
17 statement.

18 This application is flawed by the view
19 that the Ameren rebate is not within the domain of
20 rate for purposes of Section 394.305. That position
21 rests on a narrow definition of rate. That adds a
22 condition to the ordinary understanding of rate and
23 regulated utility contents. If the rate must be
24 understood to encompass only a package of detriments
25 to a customer, then a favorable flow of value from a

1 company is not a rate. That analysis is without a
2 basis in law.

3 It is only the Public Service Commission's
4 rate making jurisdiction that gives it
5 administrative reach of the rebates. A rebate to
6 one customer is an embedded cost and the rates to
7 all other customers. There is no other place for
8 the money to come from. A flow of special value to
9 a customer is lawful only if it is accepted into the
10 whole bundle of relationships and rules represented
11 by utilities approved rate tariffs.

12 This position is supported by Missouri
13 law. Not just a change of opinions. A relevant
14 definition of rate is found in Section 386.020
15 parentheses 45. There rate is defined as quote,
16 "Every individual or joint rate fare, toll, charge
17 reconsignment charge, switching charge, rental or
18 other compensation of any corporation, person or
19 public utility or any two or more such individual or
20 joint rates, fares, tolls, charges, reconsigning
21 charges, switching charges, rentals or other
22 compensations of any corporation, person or public
23 utility or any schedule or tariff thereof."

24 That is a very convoluted definition of
25 rate, but you can see that, at the conclusion, that

1 rate is all of these same things and anything else
2 we missed is in a public utility schedule of tariff.

3 By this statutory definition, anything
4 that is in the approved schedule or tariff is
5 apparently part of the utility rates. This is a
6 very sensible conclusion. It recognizes that any
7 special utility benefit to one individual customer
8 is a detriment to all other customers.

9 A promotional rebate, as authorized by
10 tariff, may have the appearance of being a gift to
11 one customer, but the reality is is that the cost of
12 the gift is folded into electric rates to all
13 customers.

14 Misunderstanding of the meaning of rate is
15 increased by failure to examine the misuse of the
16 word rebate. There is no statutory definition of
17 rebate in Chapter 386. According to Black's Law
18 Dictionary Ninth Edition, "A rebate is a return of
19 part of the payment serving as a discount or
20 reduction."

21 The solar investment rebate that Mr.
22 Chaney seeks is no rebate at all under the
23 definition. It does not represent a return,
24 discount or reduction of any sum that Mr. Chaney is
25 paying to Ameren. He is not buying a solar

1 generated system from Ameren. He's buying one for
2 Ameren. It is, in fact, a legislatively mandated
3 co-investment by all other Ameren customers.

4 Tariff authority to make Ameren
5 participate in this customer investment serves also
6 as tariff authority to collect a cost of that
7 participation in the rates paid by all customers.
8 So this is a rebate by declaration only and there is
9 a necessary picture to make it so and it has to
10 remain there. The picture is is that it is equally
11 available to all rate payers. That is not fully
12 true in any practical sense but is necessary.

13 In order to be lawful, it has to operate
14 all the characteristics of a rate and a rate in the
15 context of public utilities is a charge to the
16 public for service open to all on the same terms.

17 The rebate has to be equally available or
18 else it is discriminatory. It has to look like a
19 rate. It is because it is in Ameren's published
20 rates and condition of service that we are here
21 today.

22 We have no argument against rebates, but
23 we appeal to consistency. Having had this payment
24 to individuals legislatively declared to be a rebate
25 for public policy purposes, it cannot and should not

1 now be distracted from the concept of rates for
2 administrative purposes.

3 The Commission should not allow semantics
4 and rhetorical flourishes to divorce this rebate
5 from the whole tariff rate schedule process where
6 the public initiative placed it.

7 The public benefit, if any, of
8 Mr. Chaney's investment initiative cannot be
9 measured and cannot be described without resort to
10 philosophical appeals. He is free to do his project
11 at his cost and for his own satisfaction and without
12 public rate payer support.

13 Energy that he generates in excess of his
14 own requirements is subject to treatment under
15 Missouri's Net Metering and Connection Act, Section
16 396.890 under Missouri statutes. The public
17 interest standards supported in Section 394.305 is
18 not confined to or even defined by the interest of a
19 single customer.

20 We have nothing against Mr. Chaney. But
21 the only entity who comes out ahead with this change
22 of supplier action is Mr. Chaney. The Ameren rate
23 payers will contribute to Mr. Chaney's windfall of
24 cash. The Missouri and Federal taxpayers will
25 contribute to Mr. Chaney by relieving his tax burden

1 with income tax credits. Ameren will be required to
2 provide approximately 15 KVA of additional
3 generation in order to support his account when
4 solar is not available or effective. Those gaps
5 will be more than \$5,400 per year.

6 The Cuivre River customers will pay in
7 their rates for the Cooperative's stranded and
8 vested facilities and generation resources. For
9 these reasons, Mr. Chaney's interest is actually
10 contrary to the public interest.

11 In the historic context and spirit of
12 394.315, rate differential represents any benefit
13 that's offered by a competing utility. These are
14 personal or private benefits that have nothing to do
15 with the quality of service provided by the current
16 supplier. Mr. Chaney does not allege any
17 dissatisfaction with the availability and
18 reliability of Cuivre River service. He simply
19 wants to gain a monetary benefit offered by another
20 utility.

21 The fact that the rebate is enabled by
22 operation of an approved tariff is sufficient to
23 disqualify Mr. Chaney's application from favorable
24 consideration for the reason that it is a rate based
25 request for change of supplier. Thank you.

1 THE JUDGE: Thank you, sir. Mr. Chaney,
2 would you like to make a statement?

3 MR. CHANEY: I would.

4 THE JUDGE: Go ahead.

5 MR. CHANEY: As stated on my application,
6 my motivation is to have access to the solar power
7 rebate that is offered by Ameren. My overall
8 service from Cuivre River is acceptable. Due to
9 that, it would only make sense that I would remain
10 with Cuivre River if they supported this solar
11 initiative as Ameren does. Thank you.

12 THE JUDGE: And I'll ask the parties, do you
13 all want to file post hearing briefs?

14 COMMISSIONER KENNEY: As you were talking, I
15 mean, I have a question and maybe I will leave it to
16 you to decide, but let me just ask this question
17 since we are talking about post hearing briefs.

18 If we assume for the sake of argument that
19 the rebate is a rate differential, as I read the
20 statute regarding our PSC's ability to make a
21 determination regarding change of supplier, it reads
22 that our decision has to examine or be based upon
23 the public interest other than a rate differential.

24 So let's assume for the sake of argument
25 that the rebate is a rate differential, does that

1 matter? I mean, does that end our inquiry? I mean,
2 could the Public Service Commission decide that
3 there is some counter bailing public interest that
4 has nothing to do the with rates, terms and
5 conditions of the provision of this service that
6 counts in favor of allowing this to go forward.

7 So I don't know if you want to do that in
8 a brief or not. But as I'm reading the statute, I
9 mean, we spent a lot of time talking about whether
10 the rebate constitutes a rate differential or not
11 and. As I'm reading the statute, I'm thinking to
12 myself, assuming for the sake of argument that it is
13 a rate differential, does it matter.

14 Can we still make a decision on some other
15 basis that takes into account that public interest,
16 separate and apart from rate differential because
17 that is how I read the statute. So, that is a
18 question that I have. I don't know if the other
19 Commissioners will have the same questions. I mean,
20 this is a pretty significant question of public
21 policy because it does implicate solar rebate and
22 I'm assuming that you all think it is equally
23 important, but I will leave it to you all to decide.

24 THE JUDGE: Why don't you all address that
25 question in briefs in addition to your other

1 concerns and arguments.

2 After the transcript is filed presumably
3 in ten days, how much time do you all need
4 thereafter to file simultaneous briefs?

5 MS. TATRO: I have a three week case hearing
6 starting on the 24th.

7 THE JUDGE: So ten days after the transcript
8 is in, how much time do you all need to file briefs?

9 MS. TATRO: Can I have two weeks?

10 MS. HERNANDEZ: That sounds reasonable to
11 me.

12 THE JUDGE: Then everyone has two weeks
13 thereafter and I will issue an order restating it.
14 Any other concerns before we go off the record?

15 MS. TATRO: None from Ameren.

16 THE JUDGE: With that, we are off the record
17 and thank you all for coming out.

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CERTIFICATE OF REPORTER

I, Linda DeBisschop, Certified Shorthand Reporter, Notary Public within and for the State of Missouri, do hereby certify that the witness whose testimony appears in the foregoing deposition was duly sworn by me; the testimony of said witness was taken by me to the best of my ability and thereafter reduced to typewriting under my direction; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this deposition was taken, and further that I am not a relative or employee of any attorney or counsel employed by the parties thereto, nor financially or otherwise interested in the outcome of the action.

Notary Public within and for
the State of Missouri

My commission expires September 16, 2013.

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