

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS

Rulemaking Hearing

June 11, 2015

Jefferson City, Missouri

Volume 1

In The Matter of the Proposed)	
Amendment of 4 CSR 240-20.065)	Case No. EX-2014-0352
and 4 CSR 240-20.100 Regarding)	
Net Metering and Renewable)	
Energy Standard Requirements)	

MORRIS L. WOODRUFF, Presiding
SENIOR REGULATORY LAW JUDGE

ROBERT S. KENNEY, Chairman,
WILLIAM P. KENNEY,
DANIEL Y. HALL,
COMMISSIONERS

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1 JUDGE WOODRUFF: All right. Good morning,
2 everyone. We're ready to go ahead and get started.

3 We're here for a rulemaking hearing, and it's
4 Commission Case EX-2014-0352 concerning Net Metering and
5 Renewable Energy Standard Requirements.

6 This is a rulemaking hearing, so it's not a
7 contested case. We don't have to swear in the witnesses and so
8 forth. But I will give everyone the opportunity to be heard
9 who wants to be heard. As far as structure as to who goes
10 first, I'll pretty much leave that up to the commenters, as to
11 who wants to raise their hand first basically.

12 I'll leave Staff to last, so Staff has an
13 opportunity to respond to the comments of the other parties.
14 If Staff raises any new issues in their comments, I'll let --
15 if anybody who wants a chance to reply, we'll give them that
16 opportunity as well.

17 We have a couple of commissioners here today. And
18 Commissioner Kenney indicated he'd be calling in by phone, but
19 I haven't heard from him yet. So the phone may ring in a
20 moment, and I'll put him on the line.

21 The commissioners and myself may ask questions to
22 clarify -- clarify your comments and just so we understand
23 exactly what you're telling us.

24 So I'll let -- leave it out to the commenters, who
25 wants to go first? I see a hand raised. Come on up.

1 If you just come on over to the podium. And if
2 tell us who you are and who you're representing.

3 MR. WILSON: My name is PJ Wilson. I'm with Renew
4 Missouri, and I'll be giving some high-level comments on the
5 rules this morning. My colleague, Andrew, is going to be
6 giving some more detailed comments later on today.

7 JUDGE WOODRUFF: Okay. Go ahead.

8 MR. WILSON: Well, here we are again. For some of
9 us we were here five years ago when we came up with the
10 original rule for the Renewable Energy Standard. My comments
11 are going to focus mostly on the implementation of the law thus
12 far and how the rules can be strengthened to result in more
13 renewable energy going forward.

14 In broad-brush strokes I think that what should be
15 happening is that utility companies should be complying with
16 the Renewable Energy Standard law, and the Public Service
17 Commission should be ensuring that utility companies are
18 complying with the law. And that has been happening to some
19 extent, but there's -- there's some disappointment from the
20 renewable energy world in that there's not been as much
21 renewable energy development as anticipated so far, and I think
22 today is a great opportunity to -- to clarify rules going
23 forward so that we can ensure that we hit the stair steps of
24 the RPS in 2018 and 2021.

25 What should not happen as a result of the

1 rulemaking process is the rules getting any more unclear than
2 they are now or making it any more difficult for the utilities
3 to comply with the Renewable Energy Standard law. So my
4 comments today are going to focus mostly on suggestions to
5 change the rule so that it is more in line with the statute and
6 results in smoother implementation of renewable energy
7 development in Missouri.

8 I think that there's three different categories of
9 why we're here today. The main reason why this rulemaking is
10 happening is because of House Bill 142's passage and the
11 solar -- the changes to the solar rebates. Another big area of
12 concern is the 1 percent cost comparison and how that's
13 calculated. And then, finally, other things that can be
14 clarified to have smoother implementation of the Renewable
15 Energy Standard. So my comments will go in those three orders,
16 touching on those three topics.

17 First, for implementation of House Bill 142, Renew
18 Missouri has already filed our comments in this case, so I'd
19 just refer to those and focus on one issue around the utility
20 making solar rebate payments and the timing thereof. The
21 Statute of 142 says that utilities can file for a 60-day notice
22 if they think they're going to hit a cost cap and that they
23 need to continue to process and pay rebate applications until
24 there's a determination from the Commission. And I think in
25 the rules is a good opportunity to clarify that what actually

1 happens is that the utilities continue to process and approve
2 applications and -- and pay rebates that they've previously
3 committed to during that 60-day window. And then after there's
4 a PS -- if there is a PSC determination that they've hit a cost
5 cap, that they then continue to pay all of the rebates that
6 they've previously approved.

7 An example there is, say, if a utility is at
8 \$10 million in rebate spending and they think their limit is 15
9 million and they're going to hit that within 60 days, well, if
10 they file for PSC permission to do that, they need to continue
11 to process and approve those rebates up to that \$15 million
12 limit and then actually go ahead and pay those afterwards. And
13 I'm not sure that the rules are clearly enough reflective of
14 that. It refers to the utility stop -- stopping payment of
15 rebates after they get a PSC decision; and I think this should
16 be clarified so that it's clear that utilities, in fact,
17 continue to honor the rebate payments that they've committed to
18 going forward. And probably most importantly that during that
19 60-day window that they continue to process and approve
20 applications that -- rebate -- rebate applications.

21 The next thing I'm going to comment on is the
22 1 percent cost comparison. And there's been a lot of focus on
23 this, and I'm sure there will be a lot of focus on this today,
24 and rightly so. I would say that we all made a good-faith
25 effort five years ago to create rules reflective of the cost

1 comparison and the law, and it has not gone as anticipated. So
2 I think this is a great opportunity to make the rules clearer
3 around the 1 percent cost comparison.

4 The main point that I want to make is that
5 whatever the rules reflect has to be in line with the statute.
6 I know there's a lot of ideas about how it could be calculated
7 better, how it could be calculated differently, and there's a
8 lot of good ideas around that. But if we're talking about a
9 rulemaking and changing the rules here going forward, the main
10 thing that we'll be keeping our eye on from Renew Missouri's
11 standpoint is the cost calculation being performed in the way
12 that it's prescribed by law.

13 I've got three slides -- three PowerPoint slides
14 here that just break down the equation to be used, the
15 highest-level equation, if you will. I just want to sort of
16 remind everybody what the statute says so that our discussion
17 around the 1 percent cost implementation doesn't get away from
18 this.

19 So this is what the statute says. The 1 percent
20 cost containment in the statute says that, The maximum average
21 retail increase of 1 percent is determined by estimating and
22 comparing two different things. The first thing is the
23 electric utility's cost of compliance with least-cost renewable
24 generation. And the second thing is the cost of continuing to
25 generate or purchase electricity from entirely nonrenewable

1 sources, take into proper account future environmental
2 regulatory risk, including the risk of greenhouse gas
3 regulation. So...

4 CHAIR R. KENNEY: Can you go back for a second?

5 MR. WILSON: Yeah. And this is just the text of
6 the statute here.

7 CHAIR R. KENNEY: I want to ask you a question,
8 and maybe you're going to get to it. Do you mind if I
9 interrupt you?

10 MR. WILSON: Sure.

11 CHAIR R. KENNEY: Taking into proper account
12 future environmental regulatory risks, including the risk of
13 greenhouse gas regulation. Do you propose a methodology by
14 which we, first of all, determine the proper accounting and
15 then quantification of future environmental regulatory risk,
16 including the risk of greenhouse gas regulation? Are you going
17 to get to that later, perhaps?

18 MR. WILSON: I'm going to touch on that. I don't
19 have specific language to recommend for the rule though.

20 CHAIR R. KENNEY: Or methodology by which we
21 determine it?

22 MR. WILSON: Great question. And I'll do my best
23 to address it.

24 So I'm a civil engineer by trade, so I'm breaking
25 this down into simple eye-level equation here to make sure that

1 we're just including all the variables. This also is pretty
2 much verbatim just from what the statute says. I think there's
3 a lot more contention around the scenario of -- the
4 nonrenewable scenario.

5 The first scenario of RES-compliance seems to be
6 straightforward enough. You estimate the compliance needs for
7 the next ten years. Okay. So, I'm sorry, let me go through
8 the variables here. So, A, here you just have the electric
9 utility's cost of compliance with least-cost renewable
10 generation. That's the first thing.

11 The second thing is the cost of continuing to
12 generate or purchase electricity from entirely nonrenewable
13 sources. Added to that the future environmental regulatory
14 risk separate from greenhouse gas. Added to that the future
15 environmental regulatory risk of greenhouse gas regulation. So
16 then the rule goes on to clarify that the forward-looking
17 timeline there is ten years. You look forward ten years, and
18 you estimate the cost of compliance. And the thing that I want
19 to point out there is that the cost of compliance needs to
20 include the benefits of compliance. So if you're saying you're
21 building a wind farm, building solar, and there's costs
22 associated with that but there's also savings -- you have fuel
23 cost savings and other savings that are associated with that --
24 so it should be the net cost that is in scenario A.

25 CHAIR R. KENNEY: So you take the cost of building

1 a solar farm and you subtract from that the benefit -- avoided
2 fuel costs?

3 MR. WILSON: You subtract from that avoided fuel
4 costs, avoided peak-load shaving, avoided transmission costs,
5 all of the variables that have been submitted in previous
6 proceedings by Karl Rabago, all of the things in the -- for
7 solar, all of the components of the value of solar equation
8 should be included in it.

9 CHAIR R. KENNEY: Should we list those things in
10 the rule?

11 MR. WILSON: I think that that is something that
12 will come up today for sure. And our position is that, yes,
13 the full cost of compliance should include the full benefits of
14 compliance as well.

15 CHAIR R. KENNEY: During the workshops was there
16 agreement among the parties about what those benefits are?

17 MR. WILSON: No.

18 CHAIR R. KENNEY: Okay. Were there any areas of
19 agreement?

20 MR. WILSON: I think the only area of agreement
21 was around the fuel cost. If there's intermittent renewables
22 that come on line, then there is fuel that's not burned because
23 of that. And the --

24 CHAIR R. KENNEY: Is that in Renew Missouri's
25 estimation, an accurate reflection of the total benefits

1 associated with the renewable resources?

2 MR. WILSON: Correct. Fuel -- fuel cost savings
3 is probably the easiest thing to measure, a most straight
4 forward thing. But there are a lot of other variables that --
5 that in most cases outweigh the costs of bringing those
6 renewables on the grid. So we want to make sure that any cost
7 calculation does not only look at costs but also looks at
8 benefits, because in many cases the benefits outweigh the
9 costs.

10 When the nonrenewable scenario is calculated, then
11 it is important to do two things; look out into the future ten
12 years, erase from the projection all of the renewable energy
13 that's on line, and replace that renewable energy with
14 nonrenewable energy. Wind on the Wires presents some
15 methodology that we support, which is that if you're erasing
16 old renewables, then you replace that with existing
17 nonrenewables. So, for example, Empire Electric's wind, they
18 had on the grid before the law went into effect. When you do
19 the second comparison, you subtract out that wind, and then you
20 add in current pricing for natural gas or wherever else that
21 power would come from. But when you're projecting new, when
22 you're projecting to add new renewables, then you need to
23 compare that with adding new nonrenewables.

24 Again, taking one step further with the RES rules,
25 the current -- currently clarify the forward look ahead is ten

1 years. I don't think that's being debated. The -- again, the
2 thing to revisit is including benefits from looking at the cost
3 looking forward and the RES-compliance scenario and the non-RES
4 scenario to look at the utility's existing portfolios, subtract
5 out the renewable sources, and add in nonrenewables to get to
6 the resource demands for the next ten years.

7 So this -- purpose of this exercise is just to
8 revisit what is in the statute and the basic formulation. I
9 think there's some creative ideas about additional ways to
10 calculate costs. And we are not necessarily against those, as
11 long as they are in line with what the statute requires. We're
12 against anything that would be -- that's not supported by the
13 statute basically.

14 CHAIR R. KENNEY: Can I ask you --

15 MR. WILSON: Yes.

16 CHAIR R. KENNEY: I want to go back to the actual
17 benefits. If we -- I think that's -- I mean, that's a
18 challenge. I'm going to ask all the parties this. If we were
19 to prescribe a list of benefits, would we be setting up a
20 process that's going to lead to a lot of litigation? Because
21 the parties don't -- nobody -- everybody can't agree on what
22 constitutes actual benefits beyond avoided fuel costs. So how
23 do we craft a rule that's going to do justice to the statute
24 and it's not going to lead to a bunch of litigation?

25 MR. WILSON: That is a really good question, and

1 my answer to that is that we knew when we crafted the original
2 rule that we did the best we could. With input from consumers
3 and renewable advocates and utilities, the rule that was out
4 there was the best guess about how this calculation might
5 happen. I know, from Renew Missouri's perspective anyway, our
6 expectation is that calculation would be performed on at least
7 an annual basis in a transparent way so that we would -- a
8 simple response to that is that it's incumbent upon the
9 utilities to do that calculation and put forward that
10 methodology, because this is a law that affects the behavior of
11 the utilities. And so our hope was that that forward-looking
12 calculation, those -- comparison of those two scenarios would
13 be done in a transparent way on an annual basis as part of the
14 utility's RES-compliance planning process. And through that --
15 through that planning process would be an opportunity for all
16 stakeholders to weigh in if they disagreed with the variables
17 that were being used and for the Commission to come up with a
18 way to ultimately decide if those plans were accepted or not,
19 as part of that RES planning process.

20 CHAIR R. KENNEY: So we could craft a rule that
21 doesn't necessarily list a set of benefits that would be used
22 to calculate -- calculate the RES net cost, we could set up a
23 process and procedure and a methodology that directs the
24 parties to submit information to each other and that allows all
25 the parties to weigh in on what constitutes an actual benefit

1 or not?

2 MR. WILSON: I think so. I think the Commission
3 could direct the benefits to be determined in any way that you
4 prescribe. Ultimately the PSC has the final say though on how
5 that -- how that shakes out.

6 The main thing that I want to draw attention to is
7 this is a forward-looking process. It's similar to the IRP
8 planning process, which looks forward 20 years and does its
9 best to take into account all the variables that could be taken
10 into account. But in this case it's limited just to looking at
11 the impact of renewable energy that's coming on the grid.

12 The purpose of -- sort of remind ourselves, I
13 guess, that the RES, the Renewable Energy Standard, the purpose
14 of the Renewable Energy Standard is to bring more renewable
15 energy onto the grid. The purpose of the cost containment
16 provisions of it is to make sure that through the utility's
17 planning to comply with the RES stair steps, they're doing that
18 in the most cost conscious way possible. The purpose is not to
19 limit spending. The purpose is to hit the RES stair steps.
20 That's the overarching reason that the law is here to begin
21 with, and that is the interest from Renew Missouri's
22 standpoint, and I think from the solar and wind industries as
23 well as those -- the renewable energy actually come on the line
24 and that that portfolio of power become more renewable with
25 time.

1 So, again, the principles that I would urge the
2 Commission to keep in mind when finalizing this rule revision
3 is to require utilities to make this calculation forward
4 looking, at least ten years into the future, to calculate it
5 each and every year in a transparent way. There have been some
6 times that utilities have filed some paperwork about their
7 1 percent calculation in the highly confidential kind of
8 confusing spreadsheets; and we would urge the most transparent,
9 straightforward possible methodology that is open to the public
10 for scrutiny. I think that's where you're going to get the
11 most useful information from stakeholders is when the utility's
12 own planning process is open and transparent, and that it
13 should be required to be.

14 The PSC's -- we submitted language in Renew
15 Missouri's comments to the effect of requiring that PSC to
16 explicitly approve or reject the utility's plan, which includes
17 the 1 percent calculation. And the idea there is that that
18 would avoid a really lengthy complaint process, which isn't
19 really compatible with -- since the complaint process lasts
20 over a year or around a year, by the time a complaint is filed
21 about a plan or report, the next plan or report has already
22 been filed. So it's not an efficient enough, quick enough
23 process. And so we would urge language that we filed to be
24 included and, in addition, a specific timeline so it's clear to
25 all stakeholders, after plans and reports are filed, how long

1 stakeholders have to respond and then how long the PSC has to
2 rule on whether it's acceptable or there's changes that need to
3 be ordered.

4 I want to commend the PSC Staff on an attempt to
5 address concerns with the 1 percent carryover, the language of
6 5G that's been proposed. I think it's an honest effort to
7 address concerns. But there are some specific concerns we have
8 with the spreadsheet that they've put forth, and I'll list
9 those now.

10 The Staff's spreadsheet refers to a strict
11 1 percent of rates calculation being referred to. And that is
12 something that does not appear in the statute. It's just not
13 supported by the statute. That's why I sort of dwelled on this
14 elementary calculation for so long. The only -- the only
15 calculation in the statute is two variables that are not the
16 utility's revenue requirement. It's two estimated
17 forward-looking scenarios. And the question is is the
18 difference between that over/under 1 percent.

19 So we are against any inclusion of just strict
20 1 percent of rate calculation and comparison of compliance
21 costs with that 1 percent of rates because it's not something
22 that has basis in the statute. This is the only calculation in
23 the statute, so we would like to see anytime there's a
24 reference to 1 percent calculation to refer to this calculation
25 required by the statute.

1 In addition, the Staff's spreadsheet doesn't --
2 doesn't -- doesn't do -- well, it's not this calculation. It
3 doesn't subtract out the renewables from the nonrenewable plan,
4 and doesn't require adding back in fossil fuels to take the
5 place of those renewables, and it doesn't clarify that the
6 actual costs are the net costs. It doesn't have space to
7 include the benefits. It looks like a very simple way to do
8 the calculation, but one that's not supported by statute. It
9 would be nice if we could make things more simple. That's a
10 noble goal. But ultimately whatever is determined has to be in
11 line with the statute.

12 We agree with Wind on the Wires' comment that the
13 5G calculation is not compatible with 5B in that it -- it's
14 referring to the wrong 1 percent calculation. I think that if
15 there is --

16 CHAIR R. KENNEY: Can I stop you for a second?

17 MR. WILSON: Yeah.

18 CHAIR R. KENNEY: Just so I understand, the
19 comparison of fossil fuel portfolio to a
20 RES-compliant-portfolio is what we're talking about?

21 MR. WILSON: Yes.

22 CHAIR R. KENNEY: And your argument is that for
23 the fossil fuel portfolio, you're basically taking the
24 utility's existing portfolio, subtracting out existing
25 renewables, and replacing that with fossil fuel of the

1 nonrenewable generation so that you get a hypothetical
2 100 percent fossil fuel portfolio?

3 MR. WILSON: Correct.

4 CHAIR R. KENNEY: Then you compare that to the new
5 RES-compliant-portfolio?

6 MR. WILSON: Correct.

7 CHAIR R. KENNEY: And then on the
8 RES-compliant-portfolio side, we're not, in your estimation,
9 accurately calculating the benefits?

10 MR. WILSON: Correct.

11 CHAIR R. KENNEY: And the statute, you believe,
12 compels benefits beyond future environmental regulation,
13 including greenhouse gases?

14 MR. WILSON: In ref -- the statute, in referring
15 to the costs, is -- if we're looking at utility's cost of
16 compliance, then I -- in order to be accurate, it needs to
17 include the benefits of compliance as well. So, yes, so if
18 there's \$100 million spent on something and there's \$50 million
19 in utility-reduced costs, then the cost of compliance is the
20 net --

21 CHAIR R. KENNEY: That's implicit --

22 MR. WILSON: -- 50.

23 CHAIR R. KENNEY: -- in the statute. But there's
24 no language in the statute that says we should specifically
25 include in a calculation of costs a menu of benefits, but it's

1 implicit?

2 MR. WILSON: I agree that it's implicit.

3 CHAIR R. KENNEY: Okay.

4 MR. WILSON: Another thing that needs to be either
5 explicitly clear or implicitly clear in the calculation is how
6 so-called economical renewables are handled. For example, the
7 wind that Empire already had on its grid before the law went
8 into effect, we think it's correct that Empire hasn't claimed
9 their ongoing costs of wind to be RES-compliance costs, because
10 they already made that decision before the law came around.
11 But it's possible today and in the future those decisions would
12 be made to invest in renewables that are not compelled by the
13 Renewable Energy Standard. So we support -- there's a couple
14 of places in the rule where it refers to RES costs that are a
15 direct result of the Renewable Energy Standard, and those are
16 the costs that we think should be considered toward any sort of
17 cost comparison of -- only the ones that are a direct result of
18 the Renewable Energy Standard.

19 Since this law came into effect, the cost of
20 renewables across the board has come down, and it's forecasted
21 by many that the costs will continue to come down. So it is
22 foreseeable -- there's a foreseeable scenario in the future
23 where the cost of renewables is by and large cheaper than all
24 the other options. So we want to make sure the utilities have
25 the ability to go fully forward with that and not be

1 constrained by cost comparison in that scenario.

2 And in many states they're interpreting the cost
3 of renewables as being on par with the cost of new natural gas.
4 So if the cost is equal to the cost of other generation, they
5 should also be unconstrained by the cost calculation.

6 The last category of things that I'm going to
7 comment on today are in the category of clarifying anything
8 else that inhibits the Renewable Energy Standard's effective
9 implementation. There are things that have been mentioned
10 before in other venues, but I think that this is the correct
11 venue to bring up a couple of concerns that we've brought up in
12 the past that are ongoing concerns.

13 The first is the definition of hydropower. There
14 are now three different definitions of renewable energy on the
15 books in Missouri. There's the statute's definition, there's
16 the Public Service Commission rules definition, and then there
17 is the Division of Energy's rules definition. And in the case
18 of hydropower, all three are different. So that has created
19 some confusion. And what we would advocate for is either
20 eliminating the laundry list of renewables from the PSC's rules
21 altogether and just referring to the Division of Energy's
22 certification of renewables or, if they're going to be listed,
23 list them verbatim, list them verbatim as what is in the
24 statutes. And for hydropower, is hydropower not including pump
25 storage, that does not require a new diversion or impoundment

1 of water, and that has a nameplate reading of 10 megawatts or
2 less.

3 Our position is that the rule on certification of
4 hydropower is in direct conflict with the statute, and this is
5 a good opportunity to clear that up from the Public Service
6 Commission's standpoint. We also recognize the Division of
7 Energy's rule is in direct conflict with the statute. We think
8 both of them need to be cleaned up, but we're asking for
9 leadership within the Public Service Commission here to take
10 the lead on that. We've also asked the Division of Energy to
11 address that on their end as well.

12 One more point on -- on hydro. Ameren stated in
13 their 2014 RES-compliance report that RECs they're claiming
14 from Keokuk, which is 130-megawatt-plus hydroelectric facility
15 have zero value. They assigned zero value to it for two
16 reasons. One, because it was built almost a hundred years ago;
17 but, two, because they couldn't sell those RECs to any other
18 state because all the other states with Renewable Energy
19 Standards don't allow large hydro to count. And I think that
20 that's telling, because as one of the original authors of the
21 Renewable Energy Standards itself, I can tell you that we based
22 the language in Missouri on best practices in other states.
23 And as it pertains to hydropower, it was very clear to us that
24 our intention was to limit hydropower to only small hydropower
25 facilities. And the fact that all other states that Ameren

1 could sell those RECs from Keokuk to, that there are no other
2 places to sell it, it's like we're definitely not in line with
3 industry norm there.

4 CHAIR R. KENNEY: Let me ask you a question about
5 that, Mr. Wilson.

6 MR. WILSON: Please. And you're all welcome to
7 answer -- ask questions as well.

8 CHAIR R. KENNEY: He -- he knows. He's not shy.
9 The definition of hydro in the statutes says 10 megawatts or
10 less.

11 MR. WILSON: Yes.

12 CHAIR R. KENNEY: Ameren's argument is that each
13 unit is 10 megawatts or less; right?

14 MR. WILSON: Yes.

15 CHAIR R. KENNEY: And then the Department of
16 Natural Resources at the time is the certifying agency for what
17 constitutes a renewable resource; correct?

18 MR. WILSON: Correct.

19 CHAIR R. KENNEY: So it would require them to
20 change their rules rather than us?

21 MR. WILSON: I -- when we've asked the Division of
22 Energy, they have said the same thing; that they were -- they
23 waited for the Public Service Commission to finish its initial
24 rulemaking before they make their rule because they wanted to
25 base theirs on the PSC's. So it's a chicken or the egg, he

1 said/she said sort of situation. Where ideally we'd like to
2 ask the Public Service Commission to work with the Division of
3 Energy, take a look at that, and change those rules in tandem.
4 But if that's not possible, then if the -- if the definition of
5 renewable generators is going to be included in the PSC rules,
6 then we'd ask that it just be changed to be directly reflective
7 to what's in the statute or, if there's clarification needed
8 there, to add the word hydropower facilities to clarify what
9 the intent of that provision was.

10 Another thing Ameren mentions in their compliance
11 report is that it's a benefit to their ratepayers if they're
12 able to comply with this large hydro, because it's cheaper for
13 them. Now, under that line of reasoning, we shouldn't have
14 Renewable Energy Standard at all. We believe it's cheaper for
15 utilities' customers to begin developing renewables now because
16 of the heavy reliance on coal and the regulations that are
17 coming down the pike, and we think it's important for consumers
18 to diversify that fuel mix. So we do not agree with that line
19 of reasoning, that the -- that large hydro should count because
20 it's cheaper for their customers. If that was true, then it
21 would be advantageous to look for ways to not build any
22 renewable energy at all, and we are advocating for the
23 opposite. We want 15 percent power to be a floor, not a
24 ceiling. Since this law has gone into effect, many other
25 states have increased their Renewable Energy Standard. Just

1 last week California increased theirs to 50 percent from
2 33 percent. We would like to see that happening in Missouri
3 and Missouri reaping the economic benefits.

4 Did I answer your question?

5 Okay. The next fun issue I want to address -- I
6 just have two more issues here, and I'll be done. The next
7 issue is geographic sourcing, which we commend the Public
8 Service Commission's original rulemaking on this and realize
9 some things that happened out of the control of the Public
10 Service Commission with that. But our position remains that
11 the rules should clarify that this Renewable Energy Standard,
12 which is also called a Renewable Portfolio Standard sometimes,
13 should only apply to power that's actually sold to Missouri
14 consumers. As the statute says, This Renewable Energy Standard
15 applies to electricity from renewable energy resources shall
16 constitute the following portions of each electric utility's
17 sales. That is the main idea of this law. And if it were
18 allowed for utilities to comply with unbundled RECs from
19 wherever, then that would again subvert the purpose of this.
20 And we would urge the Commission to put the original rules back
21 in there that say that if a utility wants to comply with
22 renewable energy that's located outside the state of Missouri,
23 they have to demonstrate how that power makes it into Missouri.

24 The last thing I want to touch on is something
25 that I've already mentioned, but from an advocate standpoint --

1 from a renewable energy advocate standpoint, it is frustrating,
2 expensive, timely to go through the complaint process. I
3 realize that there was a Commission order that said that the
4 comment process is not necessarily triggering action for the
5 Public Service Commission and that a complaint would need to be
6 filed in order for that to be true. But we have suggested
7 language in our comments that would make it a requirement that
8 the Public Service Commission explicitly approve or deny the
9 plans and reports that are filed by the utilities. And we
10 would much rather see the Public Service Commission enforcing
11 the law and their own rules, and we think it's actually an
12 obligation of the Public Service Commission. If it's incumbent
13 upon people to bring complaints, then it's a process that's a
14 lot more cumbersome for everyone involved, takes a really long
15 time and, again, would actually last until after the next
16 year's reports and plans are filed.

17 So we'd like to see a much quicker process that is
18 sort of an automatic review, where utilities file their plans,
19 their reports, and stakeholders file their comments on that.
20 And in the case where if all parties file comments saying we
21 think the utility's plans and reports are good, then it would
22 be an easy decision for the commissioners. But if there's
23 disagreement from parties, then we'd like to see the Public
24 Service Commission have leadership there and say, okay, we've
25 looked at everyone's comments and we hereby deem these reports

1 and plans good to go, unless there's a complaint filed or we
2 say, you know what, there are some valid concerns brought up
3 and we want these deficiencies corrected by the utilities
4 before they're allowed.

5 And that's the end of my high-level comments. Any
6 other questions for me?

7 COMMISSIONER HALL: No questions. Thank you.

8 JUDGE WOODRUFF: Thank you. And you said somebody
9 from Renew Missouri will also want to speak?

10 MR. WILSON: Yeah, Andrew with Renew Missouri will
11 be commenting later on, so there will be an opportunity for
12 more Renew Missouri directed questions later today.

13 JUDGE WOODRUFF: Okay.

14 MR. WILSON: Thank you.

15 JUDGE WOODRUFF: Did you want to come up now?

16 MR. LINHARES: That's okay. I'll wait.

17 JUDGE WOODRUFF: All right. Who else wants to
18 make comment? Well, I'll go down the list of -- come on up.

19 And if you tell us who you are and who you
20 represent.

21 MR. BRADY: Certainly. Good morning. My name is
22 Sean Brady. I'm with Wind on the Wires. Wind on the Wires
23 filed comments on June 1st, 2015 in this proceeding. So what I
24 intend to address today are our concerns regarding the
25 carry-forward provision that's reflected in Section 5G in

1 Attachment A of the proposed amendment to the RES rule, as well
2 as some suggested changes to avoided costs, as defined in
3 Section 5B of the proposed amendment, while I'll also
4 address -- respond to a few written comments that were
5 submitted by other parties, and note a correction that we have
6 to our comments and that we'll be filing an errata shortly
7 after this reflecting that change.

8 If I may, Your Honor, I've got a handout that I'd
9 like to make available to the commissioners and parties. This
10 is a document that was Attachment A to my comments.

11 JUDGE WOODRUFF: Okay. We'll mark it as Exhibit A
12 also. So you can give a copy to the court reporter.

13 MR. BRADY: Okay. I guess I can just circulate
14 these along, these extra copies.

15 (Exhibit A marked for identification.)

16 MR. BRADY: So, in opening, the first point I want
17 to talk about is the carry-forward provision. The way we view
18 Attachment A is it's a -- it's a good step in an attempt to
19 make the retail rate impact calculation open, transparent, and
20 uniform, and we support those kinds of steps to help make -- to
21 improve this process, since there hasn't been -- there's been
22 -- hasn't necessarily been consistent agreement from all
23 parties on the retail rate impact analysis.

24 However, we don't view the carry-forward
25 methodology as -- we don't support the carry-forward

1 methodology, as the way it's proposed right now. First of all,
2 the carry-forward methodology, as proposed, as we understand,
3 it's to calculate actual costs that have been incurred in prior
4 years and then roll the actual costs into the retail rate --
5 the ten-year forward-looking evaluation in the retail rate
6 impact analysis. The -- that dollar amount that's to be
7 calculated is based on 1 percent of the utility's current
8 revenue requirement. Well, that's -- that dollar amount is --
9 that calculation is inconsistent with the way that the retail
10 rate impact analysis is to evaluate that 1 percent.

11 I believe you correctly characterized it, Chairman
12 Kenney. The way we view the 1 percent, that it's supposed to
13 be 1 percent of a nonrenewable portfolio, which would be taking
14 the existing revenue requirements, subtracting out those costs
15 that are related to revenue -- related to renewables, and
16 replace that with nonrenewable generation. That would be --
17 that's the 1 percent that's under the retail rate impact
18 analysis; whereas under the carry-forward provision, the
19 1 percent would be related to the current or what was actual
20 last year, which includes renewables. So there -- it's kind of
21 an apples-to-oranges comparison.

22 Second, this was -- this 1 percent adder was
23 reviewed by the Commission originally, as the original proposal
24 for the comparison in doing a 1 percent retail rate impact
25 analysis. At that time the Commission decided that using

1 1 percent of the existing revenue requirement was not as good
2 as doing what is currently reflected in Section B. I would
3 only surmise that the Commission's -- that the Commission
4 didn't explain its rationale for rejecting that proposal, but
5 it's along the lines of what's in the current rule now is
6 better than what -- than that proposal.

7 Finally, if -- the way -- and technically looking
8 at the way that the retail rate impact analysis is to be
9 calculated, as read in Section 5B, it's incompatible with
10 rolling in numbers from a previous year. I'll draw your
11 attention to -- as an example, in the attachment that I just
12 circulated, in this -- this spreadsheet does a comparison of
13 the cost of an RES-compliant-portfolio to the cost of a
14 nonrenewable portfolio. And it does so in each -- does that
15 comparison in each year and comes up with a percentage, and
16 then it should be a ten-year average of that -- those
17 forward-looking projections to determine if the retail rate
18 impact is -- over that ten years is going to be more than --
19 more than 1 percent. And so it's looking at each individual
20 year comparison of a renewable to a nonrenewable portfolio.
21 There's no real room here for rolling over actual costs.

22 Now, putting aside that some parties already think
23 that -- or putting on the table that some parties arguably
24 already think that having a carry-forward provision is contrary
25 to the existing statute, if the Commission were to want to

1 include a carry-forward provision and look at and account for
2 what's happened in prior years, you need to make that
3 calculation for years -- for the actual years, do that in a
4 method that's comparable to what's being outlined in Section
5 5B.

6 So that is -- and I guess as a final note, we
7 provided that as an alternative proposal in our Attachment B,
8 which shows an example of how that could be done. And then
9 what you would do is you would take the average of all of the
10 years, both actual as well as the future, and compare that to
11 the 1 percent.

12 Moving on to my second topic, the issue of avoided
13 costs. So the current statute -- or the current rule, rather,
14 mentions that the comparisons -- in Section 5B says, The
15 comparisons of a renewable generation portfolio to a
16 nonrenewable generation portfolio will be conducted utilizing
17 incremental revenue requirements less the avoided cost of fuel
18 not purchased for nonrenewable energy resources. And we think
19 that that -- that should be expanded to include -- the point of
20 this comparison, of comparing the nonrenewable to a renewable
21 generation portfolio, is when you back out the -- focusing on
22 just the existing renewables, when you back out the existing
23 renewables that are part of the current portfolio and you're
24 going to replace them with a nonrenewable generation. So
25 that's going -- and the point is that that generation portfolio

1 is going to produce the same amount of energy as your renewable
2 generation portfolio. So, therefore, your nonrenewable
3 generation portfolio needs to include the cost of fuel plus the
4 cost of operating and maintaining a plant that would generate
5 energy equal to electricity equal to what would be generated or
6 required under your RES.

7 Currently the rule --

8 CHAIR R. KENNEY: Can I stop you just a minute?

9 MR. BRADY: Sure.

10 CHAIR R. KENNEY: Because that's the same thing I
11 asked Mr. Wilson. So the nonrenewable portfolio should be a
12 pure 100 percent fossil fuel portfolio, backing out existing
13 renewables and adding back in nonrenewables, fossil fuels?

14 MR. BRADY: Yes.

15 CHAIR R. KENNEY: Would you add back in coal or
16 gas? I mean, what you're proposing -- and you're asking the
17 utility to do it, so I guess I have two questions. What would
18 be the nonrenewables that get added back in? Who gets to
19 determine that? And then is that modeling easy for the
20 utilities to do?

21 MR. BRADY: The -- so it would be up to the
22 utility to select what it would -- what they would use for the
23 cost --

24 CHAIR R. KENNEY: Okay.

25 MR. BRADY: -- of that. What I had used in my

1 model was basically a breakdown of -- it should reflect -- in
2 my mind it should reflect, if you're removing existing
3 renewables, well, then you're going to be replacing that with
4 your existing generation portfolio. So you're going to be
5 running your existing pole, natural gas, and whatever else you
6 have in your plant in your portfolio more to cover those -- to
7 generate that -- an equal amount of electricity or energy that
8 you just took out. So it would just be whatever your cost is
9 for your nonrenewable plant multiplied by the number of hours
10 that you need to run it to replace the electricity -- the
11 energy you just removed.

12 CHAIR R. KENNEY: But, I mean, you're backing
13 out -- you're backing out the renewables, so you've backed out
14 some capacity; right? So, I mean, you've got to add back in --

15 MR. BRADY: Right. It'll be -- it's based on a
16 capacity -- so, right. So, you know, your -- if wind is, you
17 know, operated at 30 or 35 percent and then your natural gas
18 and coal are 50 percent or 70 percent, you know, you're not
19 going to be adding -- it's not going to be 1 to 1 on a capacity
20 basis; it's 1 to 1 on the energy side. And then -- so that
21 would be existing renewable resources.

22 For future renewable resources, you also need to
23 account for the avoided costs on that as well in a similar
24 manner. So if on a going-forward basis from 2015 on, if you --
25 if the utility needs to add renewable energy as part of

1 its port -- is going to use renewable energy as part of its
2 portfolio for compliance, because it could use RECs only, but
3 if it uses RECs bundled with renewable energy as part of its
4 renewable energy compliant-portfolio, on its nonrenewable
5 energy compliant-portfolio it should also be adding the
6 energy -- the cost of new nonrenewable energy. New for new.
7 We provided -- in our comments we provided replacement language
8 for -- for the rule to account for that.

9 Finally, some of the parties, the Office of Public
10 Counsel, the Missouri Industrial Energy Coalition, both noted
11 that there shouldn't be double-counting of fuel and
12 environmental compliance costs, and we agree that shouldn't be
13 happening. The methodology should only be accounted for once.
14 I think the reason they raised concern was the fact that in
15 Section 5B we let -- there's language that describes less
16 avoided cost of fuel and that that might be confusing, it might
17 cause someone to try and double-count. We didn't read it -- I
18 didn't read it that way. I read this section in Section 5B
19 that describes less avoided costs to actually describe and
20 provide clarity for the utilities on what the avoided costs
21 should be. Typically industry standard is it's fuel plus
22 operating and maintenance costs. You have -- the rule has
23 fuel. So you're doing something that's slightly different. If
24 you're doing something slightly different than industry
25 standards, well, then you should make that clear in your -- in

1 your rule. And that's the way I had interpreted and was
2 reading the rule.

3 That being said, you know, there shouldn't be
4 double-counting. I think MIEC had proposed a couple of
5 different language edits. I think, if anything, they provided
6 two alternatives. The second alternative would be more
7 acceptable to us, which would be to state that there shouldn't
8 be double-counting of avoided costs, although I'll note their
9 language uses no double-counting the cost of fuel or
10 environmental compliance costs. Our recommendation would be
11 that, you know, the Section 5B doesn't use environmental
12 compliance costs; it refers to greenhouse gas emissions
13 compliance cost. So that sentence should parallel existing
14 language that's in the rule so that we're not adding a new --
15 potentially a new topic. We wouldn't want somebody to
16 interpret this and say, well, all right, you've got -- you used
17 two different phrases here, so you're referring to --
18 conceivably referring to two different things when you're not.

19 So my final comment is I just want to point out I
20 have a correction. When we're viewing our comments, I have a
21 typo in -- on page 10 of our comments. I refer -- in the last
22 paragraph in two locations I refer to WOW Attachment A, and
23 that's supposed to be the Proposed Amendment Attachment A, not
24 WOW Attachment A. So I wanted to note that here, as well as
25 I'll file a corrected copy of our comments with that

1 correction.

2 With that, I appreciate your time. And if there
3 are no other questions, I'll take my seat. Thank you.

4 JUDGE WOODRUFF: Thanks.

5 MR. BRADY: Have a good day.

6 JUDGE WOODRUFF: Any other volunteers?

7 MS. TATRO: Your Honor, Ameren Missouri has a
8 couple of people to give comments. We'll start with
9 Mr. Michels.

10 JUDGE WOODRUFF: Okay.

11 MS. TATRO: A couple of handouts. This is a red
12 line of our proposed rules and a document we'll be talking
13 about.

14 JUDGE WOODRUFF: Go ahead and --

15 MS. TATRO: I also have this electronic disk for
16 you, which is an electronic copy of that. And I'll have the
17 court reporter mark these.

18 JUDGE WOODRUFF: Let's mark the proposed -- the
19 red line as Exhibit B and the carry-forward chart as C.

20 (Exhibits B and C marked for identification.)

21 MR. MICHELS: Good morning, and thank you for this
22 opportunity to speak on behalf of Ameren Missouri regarding the
23 Commission's proposed rule to implement the Missouri Renewable
24 Energy Standard, or RES.

25 My main objective here this morning is to ensure

1 that the Commission has the relevant facts and understanding it
2 needs to continue to ensure the proper implementation of the
3 chief customer protection provision of the RES statute, the
4 1 percent rate impact limitation and the Commission's RES rules
5 at 4 CSR 240-20.100, Section 5.

6 I also want to acknowledge and respect all of the
7 work that has been done by all parties since the RES was
8 enacted to hone in on a rational and standard method for
9 determining the 1 percent limitation and how it is to be
10 applied. While we have found some changes to the rule
11 governing the 1 percent limitation aren't necessary, the nature
12 of the necessary changes is incremental. They're intended to
13 add clarity and address clear issues, not overhaul the process
14 or alter its objectives.

15 While other parties may understandably have
16 objectives that are at odds with this customer protection
17 provision, those objectives should not be allowed to frustrate
18 or water down the clear intent of the statute to limit the
19 ratepayer impact to no more than 1 percent of what customers
20 would pay absent the RES.

21 To assist the Commission in understanding our
22 comments, Ameren Missouri has prepared a red-lined version of
23 the proposed rules to highlight our suggested changes.
24 Importantly, the proposed rule represents a significant step
25 forward in the implementation of the 1 percent rate impact

1 protection. It incorporates the provisions of HB 142 enacted
2 in 2013 to establish a process for suspending solar rebates in
3 a structured and reasoned manner as a result of the 1 percent
4 limitation, Section 5F. It also incorporates the provisions of
5 HB 142 regarding the consideration of utility scale solar
6 projects when calculating the 1 percent limitation, Section 5I.
7 It clarifies the exclusion of existing renewable resources from
8 the renewable -- the nonrenewable portfolio. And you heard
9 Mr. Brady talking about this and Mr. Wilson as well used for
10 comparison to the RES-compliant-portfolio, Section 5B. I would
11 argue that that section has already clarified the issue that
12 they raised. It addresses risks of long-term reliance on the
13 planning assumptions that must necessarily be used in assessing
14 the 1 percent limitation in Section 5H.

15 Finally, and most critically, the proposed rule
16 addresses a technical issue in the original rule that may have
17 served to undermine the 1 percent limitations protections. In
18 the original rule, which became effective September 30th, 2010,
19 the Commission reflected its decision to use a ten-year average
20 for purposes of evaluating the 1 percent rate impact
21 limitation. This allowed for variances due to the lumpiness of
22 renewable energy investments and their impacts on year to year
23 revenue requirements. This provision relies each year on a
24 forward-looking ten-year period without consideration of
25 revenue requirements for prior years. As the provisions of the

1 RES began to be implemented, it became clear that there was a
2 potential problem with this approach. Mainly because each
3 individual year's costs could vary above or below 1 percent of
4 that year's revenue requirement and because each year's
5 1 percent calculation only looked forward, any differences in
6 prior years would be ignored in subsequent years.

7 An extreme example that illustrates the potential
8 problem is the possibility of RES-compliance costs in year one
9 that consumed the allowable RES-compliance costs for the entire
10 ten-year period, the following year the 1 percent calculation
11 would be performed as if the prior year had not happened,
12 leaving a full ten-year budget for RES-compliance costs. In an
13 extreme scenario, which is laid out in the chart that has been
14 handed out, in which the full ten-year budget for
15 RES-compliance costs were incurred in the first year of each
16 successive ten-year period, the actual customer impact would be
17 10 percent rather than 1 percent.

18 A completely different scenario could result in no
19 RES-compliance costs ever being incurred. This would happen if
20 each year's RES-compliance plan included the entire ten-year
21 budget for RES-compliance costs in year ten. The actual costs
22 incurred would be zero for each year, and we would have a
23 situation where tomorrow never comes.

24 The proposed rule includes a carry-forward
25 provision in Section 5G to address these and numerous other

1 scenarios that could lead to an unintended and undesirable
2 outcome with respect to the RES-compliance costs. Quite
3 simply, carry-forward provision ensures that customer -- the
4 customer rate impact over the long-term will indeed be
5 1 percent within the margin of error, the planning assumptions
6 that must necessarily be used.

7 More specifically, this carry-forward provision
8 captures any year-to-year differences between the revenue
9 requirement for actual RES-compliance costs and 1 percent of
10 that year's nonrenewable portfolio revenue requirement. The
11 accumulated differences are then reflected in subsequent
12 calculations of the 1 percent limit to ensure that prior
13 overages limit future spending or that prior underages allow
14 for additional spending such that the long-term RES-compliance
15 costs will be limited to 1 percent as the RES statute intends,
16 no more and no less. This approach also happens to be
17 consistent with the stipulation agreement that parties,
18 including Renew Missouri, reached in file ET-2014-0085 in
19 paragraph 7G. That was the stipulation and agreement limiting
20 the amount of solar rebates and establishing a pool.

21 While the proposed rule addresses critical issues
22 not addressed by the existing rule, there are other issues with
23 the 1 percent calculation remaining to be addressed. First, as
24 noted in the comments of MIEC and OPC, the statute contemplates
25 a limit on the impact of RES-compliance on rates, not revenue

1 requirements. While there is generally a very high correlation
2 between rates and revenue requirements, differences in total
3 billing units do result in changes to rates that are not
4 100 percent correlated with changes in revenue requirements.

5 In the case of the RES, the payment of solar
6 rebates to incentivize the installation of customer-owned solar
7 generation introduces the potential and, in fact, the reality,
8 as we have seen, for differences in retail sales between the
9 RES-compliant-portfolio and the nonrenewable portfolio. To
10 account for this Ameren Missouri has included in its markup of
11 the proposed rule language in Subsection 5B(4) the concept of
12 an adjustment factor to account for these billing unit
13 differences. While the expected impact of these differences is
14 small, it is real and there is no guarantee that they could not
15 grow in the future.

16 Ameren Missouri's proposed language ensures that
17 the treatment of these billing unit differences are consistent
18 with the estimation of RECs produced by customer systems for
19 which a rebate is paid, as provided for in Section 4I. This
20 includes application of a strict ten-year assumption on
21 customer-owned system generation counted for RES-compliance
22 purposes.

23 Second, it is helpful to clarify the treatment of
24 avoided costs, including those related to environmental
25 compliance risk. Both Mr. Wilson and Mr. Brady have commented

1 on this topic. I should say at this point that the process
2 that we used to come up with the 1 percent calculation is
3 entirely based on our integrated resource planning assumptions,
4 and the integrated resource planning analysis accounts for all
5 costs related to all generation that is included in either a
6 nonrenewable or a renewable-compliant-portfolio.

7 It is important to understand also that the
8 1 percent limitation is to function as a limitation of the
9 impact on utility rates, as the RES rule -- as the RES statute
10 intends, then only those costs that are recovered through
11 utility rates can and should be considered. To address
12 concerns that all such costs are considered and only costs
13 recoverable in utility rates are considered, Ameren Missouri
14 has proposed language in Subsection 5B(5).

15 Third, to ensure that it is clear how certain
16 renewable resources are to be treated for purposes of
17 evaluating RES-compliance costs, the effective date prior to
18 which costs for renewable resource additions are not counted as
19 RES-compliance costs should be specified. This issue is also
20 addressed in the comments of MIEC and Renew Missouri.

21 CHAIR R. KENNEY: What should the date be?

22 MR. MICHELS: I'll jump to the end.
23 September 30th, 2010, the effective date of the original rule.

24 Finally, the carry-forward provision in the
25 proposed rule requires both additional clarity and specificity

1 to ensure that the 1 percent limitation protection for
2 customers is sufficiently implemented. The proposed rule
3 references both annual and cumulative carry-forward amounts
4 without making completely clear how the two are related.
5 Ameren Missouri has proposed language to make this relationship
6 clearer in Subsection 5G.

7 The proposed rule also lacks specificity as to the
8 starting date for accumulating the annual carry-forward amounts
9 to determine the cumulative carry-forward amount to be used in
10 the initial 1 percent calculations under the revised rule.
11 Ameren Missouri proposes that the starting date for calculating
12 the annual carry-forward amounts included in the cumulative
13 carry-forward amount be set to January 1st, 2013. This ensures
14 that the significant costs incurred for the surge in solar
15 rebates starting in 2013 are fully captured in the long-term
16 consideration of the 1 percent rate impact limitation
17 protection. Ameren Missouri believes that these additional
18 changes to the proposed rule will help to preserve the
19 integrity of the intended customer rate protection provision
20 included in the RES statute enacted by Missouri voters.

21 Having shared Ameren Missouri's views on changes
22 to the 1 percent rate impact limitation, I would like to now
23 turn to comments from other parties on the 1 percent
24 calculation that Ameren Missouri must oppose.

25 CHAIR R. KENNEY: Can I ask you a question first?

1 MR. MICHELS: Sure.

2 CHAIR R. KENNEY: Back to your -- to Ameren's
3 recommended language regarding assumptions regarding protected
4 renewable resources, Subsection 5 under 5 --

5 MR. MICHELS: 5B(5)?

6 CHAIR R. KENNEY: E(5).

7 MR. MICHELS: Right.

8 CHAIR R. KENNEY: You've included red language
9 that says, Such avoided costs shall be limited to those that
10 may be included in a utility's revenue requirement for setting
11 rates. What -- that limitation that Ameren's proposing, what
12 does that eliminate that Renew Missouri or Wind on the Wires is
13 trying to capture?

14 MR. MICHELS: In short, it eliminates the
15 possibility of including externalities that would not be
16 recognized as a cost by the utility.

17 CHAIR R. KENNEY: Such as?

18 MR. MICHELS: Estimates of costs related to
19 medical issues and such.

20 CHAIR R. KENNEY: All right. Thank you.

21 MR. MICHELS: Wind on the Wires proposes an
22 alternative method for calculating the 1 percent retail rate
23 impact that all but guarantees that costs to customers will be
24 greater than the 1 percent limitation in the statute. Aside
25 from some slightly less egregious errors in applying the RES

1 standard, for example, basing the RES requirements on utility
2 generation rather than retail sales, the central provision of
3 this alternate approach is the inclusion in the nonrenewable
4 portfolio of additional nonrenewable energy, whether it is
5 needed or not.

6 Wind on the Wires' proposal requires that the cost
7 of additional amount of energy from nonrenewable resources be
8 added to the cost of the nonrenewable portfolio based on the
9 cost of a utility's existing generation and in an amount equal
10 to the energy added by nonre -- by renewable resources in the
11 RES-compliant-portfolio.

12 If the 1 percent rate impact limitation protection
13 is to truly function as a limitation on the cost of compliance
14 with the RES to no more than 1 percent of what customers would
15 pay absent the RES, then the portfolios must be based in
16 reality and not some purely theoretical construct.

17 Wind on the Wires' proposal departs wildly from
18 reality in a couple of key respects. First, as mentioned
19 previously, it presumes that additional energy provided by
20 renewable resources must be added to the nonrenewable portfolio
21 and come from nonrenewable resources, whether it is needed or
22 not. The nonrenewable portfolio for each utility is already
23 designed to meet the customer load obligations over the
24 ten-year period. No additional resources are necessary.

25 Second, having presumed the need for additional

1 generation, Wind on the Wires presumes that this energy would
2 come from the utility's existing generation. This ignores the
3 reality that utilities in Missouri participate in organized RTO
4 markets where dispatch decisions are made outside the utility
5 and by the RTO.

6 Because of the provisions embodied in Wind on the
7 Wires' proposed 1 percent calculation, it all but ensures that
8 the 1 percent limitation would never be determined to have been
9 reached. In reality, it would result in costs far greater than
10 1 percent.

11 Wind on the Wires also proposes an alternate
12 method for determining the carry-forward amount established in
13 Section 5G that does nothing to address the issues that arise
14 when looking at a perspective ten-year period and ignoring past
15 actual costs. Their proposed alternative simply provides for
16 truing up forecast generation to actual generation, leaving the
17 potential for long-run costs far in excess of 1 percent. Renew
18 Missouri repeats a long-standing claim that utilities are not
19 correctly calculating the 1 percent retail rate impact based on
20 the view that the nonrenewable portfolio to which the
21 RES-compliant-portfolio is compared must include additional
22 nonrenewable resources whether they are needed or not.

23 In this respect, Renew Missouri's position is
24 similar to that of Wind on the Wires. Because both are
25 detached from reality, their position is similarly wrong, if

1 the 1 percent limitation is to truly serve as a limitation on
2 RES-compliance costs to no more than 1 percent of what
3 customers would otherwise pay without the RES.

4 Renew Missouri offers no alternative calculation
5 itself; but because its position is similar to Wind on the
6 Wires', it is reasonable to expect that such an alternate
7 calculation would similarly result in costs far in excess of
8 the 1 percent established by the statute.

9 (Off the record.)

10 MR. MICHELS: Now, Mr. Wilson earlier had his
11 calculation of the comparison of the nonrenewable portfolio to
12 the RES-compliant-portfolio. And I agree with everything he
13 said, and we include everything that he included in his
14 calculation in our calculation already and have been for years.

15 If you asked Staff in particular or MIEC, they
16 will tell you the same thing; that the 1 percent calculation
17 that Ameren Missouri has been performing covers all of those
18 costs and benefits for both the nonrenewable portfolio and the
19 RES-compliant-portfolio for that comparison.

20 CHAIR R. KENNEY: So the nonrenewable portfolio
21 that Ameren is modeling backs out existing renewables?

22 MR. MICHELS: Yes, it does.

23 CHAIR R. KENNEY: And back -- and then adds back
24 in a necessary amount of fossil-fuel-derived generation?

25 MR. MICHELS: Yes. And to the question that you

1 asked Mr. Brady earlier about where that generation should come
2 from --

3 CHAIR R. KENNEY: Right.

4 MR. MICHELS: -- to avoid that complication, we
5 just assume that we buy it from the market.

6 CHAIR R. KENNEY: At the market price?

7 MR. MICHELS: Exactly.

8 CHAIR R. KENNEY: MISO market price?

9 MR. MICHELS: Exactly.

10 CHAIR R. KENNEY: Okay. And what have the other
11 parties said about that methodology of adding back in the
12 nonrenewable component?

13 MR. MICHELS: I -- I haven't heard any complaints
14 from Staff or anyone else.

15 CHAIR R. KENNEY: Okay.

16 MR. MICHELS: Okay. Renew Missouri criticizes the
17 utility's use of a model that establishes a RES-compliance
18 budget equal to 1 percent of the revenue requirement of the
19 nonrenewable portfolio over the ten years. Renew Missouri says
20 this is -- this is inconsistent with the requirement to compare
21 the two portfolios. Simple arithmetic allows us to conclude
22 otherwise. If the RES-compliance portfolio revenue requirement
23 must be limited to 1 percent more than the nonrenewable
24 portfolio, 1 percent of the nonrenewable revenue requirement is
25 the additional cost allowed under the RES-compliant-portfolio

1 after it has been adjusted to comply with the 1 percent
2 limitation.

3 CHAIR R. KENNEY: What does that last part mean,
4 after it's been adjusted to comply with the 1 percent?

5 MR. MICHELS: Right. So you've got the
6 nonrenewable portfolio where you backed out existing
7 renewables. You've got the RES-compliant-portfolio which meets
8 the full standards. So 15 percent by 2021.

9 CHAIR R. KENNEY: Yeah.

10 MR. MICHELS: If that is in excess of the
11 1 percent limitation, then you have to back down the
12 RES-compliant-portfolio to comply with the 1 percent
13 limitation.

14 CHAIR R. KENNEY: 1 percent of the
15 non-RES-compliant-portfolio?

16 MR. MICHELS: Exactly.

17 CHAIR R. KENNEY: Okay. So that's just a number?

18 MR. MICHELS: That's just a number, right.

19 Renew Missouri separately attempts to fit a square
20 peg into a round hole by seeking to require inclusion of a
21 retail rate impact calculation for a single calendar year in a
22 utility's annual compliance report. MOSEIA makes a similar
23 requests in its comments. This is different than the
24 calculation of the year-by-year carry-forward amount, as
25 provided for in the proposed rule in Section 5G, which compares

1 the actual compliance costs to 1 percent of the estimated
2 nonrenewable revenue requirement for a given year. Rather,
3 Renew Missouri attempts to require a single-year calculation
4 for purposes of assessing compliance. The 1 percent
5 calculation established by the Commission is a ten-year
6 forward-looking calculation. It is not possible to perform a
7 1 percent calculation for a single calendar year that complies
8 with the ten-year calculation requirement.

9 Regarding the carry-forward provision, Renew
10 Missouri proposes to change the language established --
11 establishing how the annual carry-forward amounts are
12 calculated to be based on the ten-year calculation in Section
13 5B rather than an actual calendar year comparison. Once again,
14 Renew Missouri has confused the ten-year forward-looking 1
15 percent calculation with a provision that is intended to
16 capture year-to-year differences to ensure that the long-term
17 RES-compliance costs are limited to 1 percent, no more, no
18 less. Calculating an annual variance by using a ten-year
19 forward-looking calculation makes no sense at all.

20 Finally, and not related to -- specifically to the
21 1 percent calculation provisions, Renew Missouri, supported by
22 MOSEIA, repeats its call to require geographic sourcing; that
23 is, to require that all RECs used to comply with the RES
24 portfolio requirements be associated with energy delivered to
25 Missouri customers. The Commission has properly excluded such

1 a requirement, recognizing that the RES statute provides for
2 the ability to comply using RECs, and specifically
3 distinguishes the value of RECs associated with renewable
4 generation in Missouri from the value of RECs associated with
5 renewable generation outside Missouri by providing a 25 percent
6 bonus for Missouri RECs.

7 As I stated at the outset, my comments are based
8 on the principles that the ratepayer protection afforded by the
9 1 percent limit must be real and meaningful and must not be
10 subverted to other interests. The changes already represented
11 in the proposed rule, plus the changes I have proposed here and
12 in our red-lined version of the proposed rule will help to
13 ensure that costs of complying with the RES are limited to
14 1 percent within the margin of error, the forward-looking
15 calculations used to plan for RES-compliance.

16 This concludes my prepared remarks. And if you
17 have any other questions, I'll take those.

18 CHAIR R. KENNEY: Just a quick one about the
19 determination of -- you heard my discussion with Mr. Wilson
20 about the determination of benefits for being able to determine
21 net cost of the renewable -- renewable-compliant-portfolio.

22 MR. MICHELS: Right.

23 CHAIR R. KENNEY: And the benefits that are
24 currently quantified are avoided fuel costs; right?

25 MR. MICHELS: That's -- that's what the language

1 of the rule says. And our proposed language expands that to
2 include all of the other utility-avoided costs that you can
3 think of that we've already included in our calculation in the
4 past.

5 CHAIR R. KENNEY: Except for any other benefits
6 associated with renewable generation, like health benefits and
7 externalities?

8 MR. MICHELS: Anything that's -- excluding
9 anything that is not costed out in a utility's revenue
10 requirement, yes.

11 CHAIR R. KENNEY: Was any -- was there any
12 discussion during the workshops about any areas of agreement on
13 benefits that maybe everybody could agree on that could be
14 attributable to a renewable portfolio?

15 MR. MICHELS: I didn't sense any agreement on
16 anything that would go beyond those things that could be
17 included in --

18 CHAIR R. KENNEY: Those hard things --

19 MR. MICHELS: -- a utility revenue requirement.
20 Yes.

21 CHAIR R. KENNEY: AS a matter of public policy,
22 what are your thoughts on including some of those
23 externalities?

24 MR. MICHELS: I think they're very difficult to
25 get a handle on. And looking at it in light of what the

1 statute says about limiting the impact of the RES to 1 percent,
2 I think you want to treat that as a 1 percent rate impact
3 limitation. So only consider those things that can be included
4 in rates.

5 CHAIR R. KENNEY: Okay. All right. I don't have
6 other questions.

7 JUDGE WOODRUFF: Commissioner Kenney, do you have
8 any questions? This is Matt Michels for Ameren Missouri.

9 COMMISSIONER KENNEY: Thanks. But, no. I'll let
10 you know if I have questions. I appreciate it.

11 JUDGE WOODRUFF: Thank you.

12 Commissioner Hall?

13 COMMISSIONER HALL: No questions.

14 COMMISSIONER: Thank you.

15 JUDGE WOODRUFF: Ms. Tatro, you had another --

16 MS. TATRO: I do. Wade Miller.

17 JUDGE WOODRUFF: Okay. And you said your name is
18 Wade Miller?

19 MR. MILLER: Wade Miller, correct.

20 JUDGE WOODRUFF: Go ahead.

21 MR. MILLER: Thank you. Good morning. I'm going
22 to be speaking primarily about a couple operational issues
23 related to Net Metering and solar rebates, but I've been asked
24 to make one comment regarding the nameplate rating of hydro as
25 it relates to the RES statute. And the RES statute

1 specifically references a nameplate individual, and nameplates
2 are only associated with individual pieces of equipment. They
3 are not associated with large plants or plant aggregate. And
4 that if the statute had intended for it to be the entire plant,
5 then it would have said -- it would have identified the
6 nameplate of the plant, as opposed to just saying a nameplate.

7 CHAIR R. KENNEY: So you think the drafter
8 intended that you would count each unit individually?

9 MR. MILLER: That's my understanding from counsel,
10 yes.

11 CHAIR R. KENNEY: That's your understanding --

12 MR. MILLER: That's my understanding.

13 CHAIR R. KENNEY: -- that that's how the statute
14 reads. But is it your understanding that that's what the
15 drafter intended? Because you can ask him. He's right over
16 there.

17 MR. MILLER: I -- I don't know what the statute
18 intended. I would have to defer to counsel.

19 CHAIR R. KENNEY: Okay. All right.

20 MS. TATRO: And, of course, counsel would say the
21 language of the statute is what controls. It didn't
22 mean what --

23 CHAIR R. KENNEY: Yeah, I know. But, I mean --
24 yeah, okay. But you're bringing this up though about what the
25 statute actually says. But do you concede that that's not

1 really what was intended and it was perhaps a drafting error?

2 MS. TATRO: We would --

3 CHAIR R. KENNEY: I'll ask Ms. Tatro.

4 MS. TATRO: -- concede that's what he says now. I
5 have no idea what he meant at the time he drafted it, and I'm
6 not sure he did until he realized that Keokuk has multiple
7 generators with multiple generate -- with multiple nameplates.

8 CHAIR R. KENNEY: But let me ask you this then,
9 since -- for either one of you, because you opened up this
10 Pandora's box. I mean, do you -- would you concede that the
11 way -- that the intention was to not allow all the existing
12 hydro to satisfy the renew -- well, let me ask it a different
13 way. Let me withdraw that question. Would you concede that
14 the purpose of the statute was to try to get new renewable
15 built and that your interpretation of it and DNR's
16 interpretation of it frustrates that purpose?

17 MS. TATRO: I think the intent was to encourage
18 renewables in the state of Missouri. I don't think that just
19 because Ameren Missouri was a utility that had a renewable
20 resource for over a hundred years, that that frustrates
21 anything. The cost of Keokuk is at this point pretty highly
22 depreciated, and we offset the energy value. It's not what's
23 stopping anything. In fact, you know, we've built a new
24 facility in O'Fallon. We filed a notice that we'll be filing a
25 certificate for another facility. Oddly enough, Renew Missouri

1 opposed our first certificate for a renewable plant. That I
2 will never understand.

3 CHAIR R. KENNEY: For the solar -- for the
4 O'Fallon?

5 MS. TATRO: For O'Fallon. Renew Missouri opposed
6 that. So we are trying to build renewables in a responsible
7 manner. We've made many changes. We stopped solely purchasing
8 RECs from outside of the state and have tried to increase
9 building in state and complying that way. So I don't see that
10 the purpose is frustrated at all. In fact, I see that it is
11 probably proceeding in a timely and appropriate manner.

12 JUDGE WOODRUFF: Let me jump in here just for the
13 benefit of the record. These last questions have been from
14 Wendy Tatro, who's counsel for Ameren.

15 MS. TATRO: I apologize. Yes.

16 CHAIR R. KENNEY: Not your fault. Okay. I'll --
17 please continue.

18 MR. MILLER: I am offering one new suggestion that
19 was not included in Ameren Missouri's written comments,
20 offering support for several comments by other parties, and
21 will share relevant information regarding other parties'
22 concerns with the proposed definition of operational and the
23 proper application of rates when a customer generates excess
24 energy during a billing period.

25 First, I'm suggesting an additional change not

1 included in Ameren Missouri's written comments directly related
2 to the proposed change in 4 CSR 240-20.065 in Section 5C of the
3 interconnection application agreement for Net Metering
4 application -- I'm sorry, for Net Metering systems with a
5 capacity of 100 kW or less. The same language in that section
6 that I noted also appears in Section 7C of the rule, and so
7 that portion of the rule should also be revised so that both
8 references are consistent with one another.

9 Ameren Missouri supports OPC's comment regarding
10 4 CSR 240-20.100 Section 4L, that customer generators should
11 have 12 months from the date they receive approval of their
12 application agreement from the utility rather than from when
13 they apply. And I think it was Staff's intent, because the
14 rule also says that that's consistent with the Net Metering
15 Rule; but, in fact, the way they've written it is not
16 consistent with the Net Metering Rule. So OPC's changed
17 suggestion and our suggestion would make them consistent.

18 Regarding the creation of a definition of
19 operational in both of the proposed rules, the definition
20 proposed is consistent with Ameren's understanding and
21 implementation of the underlying statutes and its tariffs.
22 While Renew Missouri, MOSEIA, and OPC have suggested that a
23 customer generator system should be considered operational
24 without the utility having completed all the steps of the Net
25 Metering interconnection process, that is inconsistent with the

1 statutes. First, the RES statute requires that a condition of
2 receiving a solar rebate is that a customer generator system is
3 confirmed by the electric utility to, quote, have become
4 operational in compliance with the provisions of Section
5 386.890, which is the Net Metering statute. The definition of
6 customer generator in the Net Metering statute includes that
7 the generation, quote, is interconnected and operates in
8 parallel phase and synchronization with a retail supplier --
9 electric supplier and has been approved by said electric retail
10 supplier.

11 In another section the statute also says, No
12 consumer shall connect or operate an electric generation unit
13 in parallel phase and synchronization with any retail electric
14 supplier without written approval by said supplier, that all of
15 the requirements under Subdivision 1 of subsection section --
16 of this section have been met.

17 The bottom line is that a utility cannot know that
18 all the requirements for Net Metering have been met or allow a
19 system to operate in parallel until the bidirectional meter has
20 been set. Operational as defined in the proposed rule is
21 appropriate and necessary and consistent with how Ameren
22 Missouri has been offering Net Metering service and solar
23 rebates.

24 Regarding Renew Missouri's suggestion that
25 requiring AHJ approval prior to parallel operation of the

1 generation system is inappropriate and confusing, that
2 characterization's not accurate. Local code authorities
3 provide an important safety function. It would be
4 inappropriate for the Commission to implement a rule that
5 circumvents that function by requiring utilities to implement
6 Net Metering without the AHJ inspection approval.

7 The proposed Net Metering Rule to replace customer
8 charges with minimum bill, as specified by the applicable
9 customer generator's rate schedule, is again consistent with
10 Ameren Missouri's implementation and understanding of the Net
11 Metering statute. The statute states that a retail electric
12 supplier shall -- excuse me -- offer to the customer generator
13 a tariff or contract that is identical in electrical energy
14 rates, rate structure, and monthly charges to the contractor
15 tariff that the customer would be assigned if the customer were
16 not an eligible customer generator but shall not charge the
17 customer generator any additional standby capacity -- standby,
18 capacity, interconnection or other fee or charge that would not
19 otherwise be charged if the customer were not an eligible
20 customer generator. This section makes clear that all
21 aspects -- aspects of a utility's tariff shall apply but that
22 special charges cannot be created that are only applicable to
23 customer generators.

24 Finally, the statute also says, If the electricity
25 generated by the customer generator exceeds the electricity

1 supplied by the supplier during a billing period, the customer
2 generator shall be billed for the appropriate customer charges
3 for that billing period in accordance -- and then it continues.

4 CHAIR R. KENNEY: Which means -- the appropriate
5 customer charges meaning what?

6 MR. MILLER: Well, it means that, I think -- some
7 would think that it means the utility's customer charge. But
8 the fact that it says customer charges, plural, and at the
9 other location in the statute it's clearly saying the rate will
10 be identical. So the -- changing the language from customer
11 charges to minimum bill simply is clarifying that so that a
12 customer is not confused that it's not just the customer
13 charge; that you're going to be billed for all the components
14 of the rate that are applicable, to the extent -- you know,
15 under a circumstance where you have no usage.

16 CHAIR R. KENNEY: What does a minimum bill mean?

17 MR. MILLER: Well, that is defined by utility
18 tariffs generally, and in some cases it is the customer charge.
19 But there are other tariffs where the minimum bill might be the
20 customer charge plus some other things.

21 CHAIR R. KENNEY: I mean, but saying -- specifying
22 the customer charge, I mean, the minimum bill -- never mind.
23 I'm just -- it concerns me that you're not allowed to charge a
24 demand charge, a capacity charge, or any type of special charge
25 or fee. I mean, does that language potentially undermine that

1 excl usi on?

2 MR. MILLER: No. I think that what they're saying
3 is -- with the language you just pointed out is that you can't
4 create unique charges that only apply to customer generators.
5 If -- it's not saying that you can't charge a demand charge, if
6 we had a demand charge for all customers or for all customers
7 in a class.

8 CHAIR R. KENNEY: I'm not sure that that's what it
9 means, I mean, you can't charge a capacity charge or a demand
10 charge.

11 MR. MILLER: I don't --

12 CHAIR R. KENNEY: You're reading it to mean as
13 long as you charge to everybody, it's okay to charge it to --

14 MR. MILLER: I think --

15 CHAIR R. KENNEY: -- as long as it's identical.

16 MR. MILLER: I think that's exactly what it says.

17 CHAIR R. KENNEY: Okay. I understand what you
18 mean now. I'm not sure I agree.

19 COMMISSIONER HALL: So under -- under Ameren's
20 tari ff, what does minimum bill mean?

21 MR. MILLER: On a residential scenario, minimum
22 bill means the customer charge.

23 COMMISSIONER HALL: Exclusively?

24 MR. MILLER: Exclusively.

25 CHAIR R. KENNEY: Today.

1 MR. MILLER: Well, there's also a low income
2 pilot, and then of course the appropriate taxes. But the
3 minimum bill is the customer charge.

4 For small general service, it would be the same.
5 For large general service, there is a demand component that
6 they have 100 kW minimum billing demand. By their becoming a
7 customer generator, it doesn't change that 100 kW minimum
8 obligation of the tariff. And the portion of the statute that
9 says that what they pay will -- you know, contract offered to
10 them will be identical to what would be offered to them were
11 they not a customer generator is why we bill that.

12 COMMISSIONER HALL: Thank you.

13 MR. MILLER: That concludes my comments.

14 JUDGE WOODRUFF: All right. Any other questions?
15 Okay. Thank you, Mr. Miller.

16 Is that it for Ameren then?

17 MS. TATRO: Yes.

18 JUDGE WOODRUFF: All right. Mr. Dority.

19 MR. DORITY: Yes. Thank you, Judge Woodruff. For
20 the record, my name is Larry Dority, representing Kansas City
21 Power & Light Company and KCP&L Greater Missouri Operations
22 Company.

23 Brad Lutz with KCP&L will be offering some brief
24 comments this morning. We do have a few copies of his comments
25 that I'd be happy to provide the bench, if you'd like to follow

1 along.

2 JUDGE WOODRUFF: Okay. We'll mark them as Exhibit
3 D.

4 (Exhibit D marked for identification.)

5 JUDGE WOODRUFF: And your name again was?

6 MR. LUTZ: My name is Brad Lutz, L-U-T-Z.

7 JUDGE WOODRUFF: Okay. You may proceed.

8 MR. LUTZ: Good morning. Thank you for this
9 opportunity to comment concerning the proposed amendment of the
10 Chapter 20 Net Metering and Renewable Energy Standard
11 Regulations. As I mentioned, my name is Brad Lutz. I'm a
12 manager of reg -- in regulatory affairs representing Kansas
13 City Power & Light and KCP&L Greater Missouri Operations
14 Company.

15 I offer these following comments to the
16 Commission's proposed amendments, as well as comments offered
17 to other parties in this case. I will refer to these -- to the
18 companies collectively as KCP&L and should note that our
19 absence of comment in this does not necessarily mean that KCPL
20 agrees with the positions offered on others in this matter.

21 Generally KCPL agrees with the Commission's
22 proposed amendments to the rules, with a small number of
23 exceptions. Additionally, KCPL is in overall agreement with
24 the comments provided by Staff and by Ameren Missouri.

25 Beginning with Chapter 20.065, the Net Metering

1 Regulation, KCP&L agrees with the revision to 1 -- Section 1G,
2 clarifying the definition of operational. KCPL believes this
3 description is a critical point in the interconnection process,
4 and establishing how the system becomes operational must be
5 maintained by the electric utilities to ensure safe operation
6 and clear administration of the Net Metering and solar rebate
7 programs.

8 Multiple parties represent the operational date
9 should be determined by others to prevent potential delays or
10 manipulations of the system by the utilities to avoid paying
11 customers the rebates they've earned. As the utility receives
12 no benefit from delaying this payment, these representations
13 are misplaced and should not be used to undermine this key
14 point of control in the inter -- the interconnection process.

15 KCPL has gone to great lengths to improve the
16 interconnection and solar rebate processes and ensure customers
17 receive their rebates as intended. In File Numbers
18 ET2014-0059, ET-2014-0071 the Company worked with parties,
19 including representatives of the solar industry, to define
20 customer-controlled requirements for establishing when solar
21 systems are installed and ready for rebate. Further, consumer
22 protections were already added to the process. In
23 November 2013 revisions to our solar photovoltaic rebate
24 program tariff KCPL added specific language committing the
25 Company to pay rebates if the operational deadlines were missed

1 due to our actions. The definition of operational is correct,
2 as noted in the proposed rules.

3 In review of other comments offered, Renew
4 Missouri objects to the addition of a requirement to have the
5 customer show the permit number and approval certification
6 provided by the local authority having jurisdiction, or AHJ,
7 prior to their interconnection. I would note in the areas that
8 do have an authority having jurisdiction, KCPL requires
9 evidence of that clearance before it can set a meter. This is
10 consistent for all of our installations, not just Net Metering.
11 Although we do not necessarily need permit numbers or details
12 of that sort, some evidence of clearance is required before we
13 will set the meter.

14 KCPL agrees with the minimum bill language used in
15 Section 5C, the energy pricing and billing of the interconnect
16 application. Within the rates of KCPL Greater Missouri
17 Operations, we have retail rates that do not have customer
18 charges but, instead, have defined minimum bill amounts.
19 Additionally, all of the KCPL retail rate tariffs have minimum
20 bills defined. The proposed changes of the language to minimum
21 bill will help make the rule more applicable to our retail
22 rates.

23 Next, as a general concern, KCPL urges the
24 Commission to fully consider the impact of the Commission
25 reports and orders in File Numbers ET-2014-0059, ET-2014-0071,

1 and ET-2014-0085. This consideration is important to ensure
2 that the new rules do not somehow change what the Company and
3 other parties have agreed to do in those cases.

4 Turning to Chapter 20.100, the electric utility
5 Renewable Energy Standard requirements. KCP&L reiterates its
6 agreement with the definition of operational, as it was
7 proposed in Section 1J. KCPL also reiterates its request that
8 the Commission fully consider the impact of the Commission
9 reports and orders in those same file numbers, ET2014-05 --
10 0059, ET-2014-0071, and ET-2014-0085 for this rule.

11 Moving to Section 5, the retail rate impact. KCPL
12 has been supportive of calculating the retail rate impact and
13 has participated in each effort to define and apply this
14 calculation. With that, KCPL offers its objection to --
15 concerning Renew Missouri's characterization of the utilities
16 having avoided calculating this number. KCPL has regularly
17 performed the RRI calculation. Further, KCPL is supportive of
18 the carry-forward language within the proposed rule and
19 suggests that the proposed rule define the starting point for
20 carry-forward calculation. KCPL would support a date early in
21 the RES implementation to incorporate activities from those
22 periods into the current calculation.

23 In review of the comments offered by the Office of
24 Public Counsel and Missouri Industrial Energy Consumers
25 concerning Section 5, the parties propose incorporating

1 language to account for the effective lost billing units
2 attributable to the RES on determining the RRI. KCPL believes
3 language for lost billing units may not achieve any material
4 change and may unnecessarily complicate the process. However,
5 Ameren has previewed with us their language that they have
6 shared today, and the Company supports that language. The
7 language sets out a clear process to adjust the RRI and seems
8 reasonable.

9 In regards to their comments on Section 5B
10 concerning the environ -- fuel and environmental costs, OPC and
11 MIEC are correct, that these are already being captured when
12 the incremental nonrenewable portfolio is subtracted from the
13 incremental RES-compliant-portfolio. As performed by KCPL, the
14 calculation has not double-counted those costs. KCPL, however,
15 would be supportive of the alternate language offered by MIEC
16 to avoid any potential for double-counting.

17 Finally OPC, Renew Missouri, and Wind on the Wires
18 recommend the Commission add language requiring the Commission
19 to establish a procedural schedule, allow for a hearing, and
20 issue a final order concerning the report and plan. KCPL
21 supports the current RES-compliant rule and language -- language
22 and process. The current processes provide the parties with
23 the opportunity to allege deficiencies before the Commission.
24 As these deficiencies are generally a matter of interpretation,
25 the complaint process is appropriate for exploring and ruling

1 on those concerns. Further, those claims that the burden of
2 RES enforcement fall on nongovernmental parties ignore the role
3 of Commission Staff and the Office of Public Counsel. The
4 current oversight process of the RES compliance is reasonable
5 and effective, and the proposed change beyond the topics
6 addressed in House Bill 142 should be rejected.

7 Thank you for this opportunity to comment.

8 JUDGE WOODRUFF: Any questions?

9 CHAIR R. KENNEY: Just a question on that last
10 point regarding setting up a procedural schedule for examining
11 the compliance plans. You don't think that would be preferable
12 to compelling litigation?

13 MR. LUTZ: I do not. I think that the current
14 process is reasonable and suitable, partly -- I will offer
15 this: That in experiences gained through the integrated
16 resource planning process, that I think that this is the more
17 appropriate way, the current process is appropriate.

18 CHAIR R. KENNEY: I mean, but I think that the
19 integrated resource planning process is a little more robust
20 than this process.

21 MR. LUTZ: Certainly.

22 CHAIR R. KENNEY: So you would support something
23 similar to the integrated resource planning process then?

24 MR. LUTZ: No, I think the complaint process is
25 the appropriate way.

1 CHAIR R. KENNEY: I mean, but then you're -- well,
2 okay. All right.

3 MR. LUTZ: Yeah.

4 CHAIR R. KENNEY: Thank you.

5 JUDGE WOODRUFF: Commissioner Hall.

6 COMMISSIONER HALL: Well, isn't -- isn't the
7 complaint process more cumbersome?

8 MR. LUTZ: It can be, but in the assertions here
9 where oftentimes it's an interpretation difference that is
10 not -- that probably would not be resolved in a collaborative
11 way, the complaint process, where there's a claim and then a
12 response by the Company, is a more structured way to deal with
13 those differences of opinion.

14 COMMISSIONER HALL: Okay. Thank you.

15 JUDGE WOODRUFF: All right. Thank you, sir.

16 MR. LUTZ: Thank you.

17 JUDGE WOODRUFF: Any volunteers to go next? I see
18 MIEC.

19 MR. DOWNEY: I'll be very brief, unless there's a
20 lot of questions. The --

21 JUDGE WOODRUFF: If you'd identify yourself.

22 MR. DOWNEY: Sure. Edward Downey, attorney with
23 Bryan Cave, representing the Missouri Industrial Energy
24 Consumers.

25 The MIEC participated in the workshops and the

1 last set of rulemaking hearings. And we did file written
2 comments at a very high level, addressing only three issues. I
3 think we have support of the utilities and OPC on the issues
4 that we raised. And really that's about all I want to say.

5 I wanted to make myself available to answer any
6 questions you might have.

7 JUDGE WOODRUFF: Any questions?

8 CHAIR R. KENNEY: Mr. Downey, thank you. I have
9 no questions.

10 COMMISSIONER HALL: No questions. Thank you.

11 MR. DOWNEY: All right. Thank you.

12 JUDGE WOODRUFF: Thank you.

13 Who wants to go next?

14 MR. OPITZ: I'll go.

15 JUDGE WOODRUFF: Public Counsel.

16 MR. OPITZ: Good morning. I'm Tim Opitz, and I'm
17 an attorney with Office of Public Counsel. Our office did file
18 written comments, which have been supported by various parties
19 within their own written comments and here today. But there
20 are a few of them that I'd like to discuss a little bit more,
21 and then a few responses to additional written comments by the
22 parties that I have.

23 First, one of Public Counsel's issues was the
24 definition of operational in proposed Rule 240-20.065(1)(G).
25 Our office believes it's preferable that the language reflect

1 can be measured rather than has been measured. And we believe
2 this to be a customer protection to has been measured to the
3 extent that it avoids an opportunity for unnecessary --
4 unnecessary delay on the utility's part in going out and
5 reviewing these customer systems to determine whether they're
6 operational.

7 JUDGE WOODRUFF: Mr. Opitz, can I ask you a
8 question --

9 MR. OPITZ: Yes, Judge.

10 JUDGE WOODRUFF: -- to clarify something? It's my
11 understanding that Mr. Lutz for KCPL testimony -- or statement
12 indicated that the utility does not have any financial
13 incentive to delay. Can you respond to that?

14 MR. OPITZ: It's my understanding that if there is
15 a delay beyond July 1st of the year, then the level of rebate
16 amounts will go down. And so -- and I have Dr. Marke here with
17 me today from Public Counsel, and he might be able to comment
18 further. But my understanding is that we just want to ensure
19 that when these systems are capable of being determined
20 operational, that they are -- the utility is going out and
21 making sure that they are operational so that there is no
22 possibility for financial detriment.

23 JUDGE WOODRUFF: Thank you.

24 CHAIR R. KENNEY: So it's really not so much
25 whether the utility has an incentive to delay or not, it may

1 not be on purpose --

2 MR. OPITZ: Right.

3 CHAIR R. KENNEY: -- but if a delay results, the
4 customer shouldn't have to bear the burden of that?

5 MR. OPITZ: Yes.

6 CHAIR R. KENNEY: Okay.

7 MR. OPITZ: The second point was also one of our
8 prefilled issues, and that was the language in the
9 interconnection application agreement, paragraph 5 -- paragraph
10 D5(C), and that was the language changing customer charge to
11 minimum bill. And our office believes that changing it to
12 minimum bill opens it up to an undefined and not very well
13 understood definition of what the charge might be, and we
14 believe that it may open up the opportunity for additional
15 charges to be put on customers. So we would support using the
16 phrase customer charge rather than minimum bill.

17 CHAIR R. KENNEY: Let me ask a question about
18 that. So minimum bill means what it means in the tariff. Is
19 there a concern that that could be changed and defined
20 differently in the tariff going forward?

21 MR. OPITZ: That is a concern. And I believe that
22 it is defined differently in various different utilities'
23 tariffs.

24 CHAIR R. KENNEY: Why couldn't customer charge
25 theoretically be defined differently? And that doesn't -- I

1 mean, presumably that's defined in a utility's tariff as well.
2 Could that -- why could that same concern not be applicable to
3 the phrase customer charge?

4 MR. OPITZ: I believe that customer charge could
5 be defined differently. But, in general, I would say that
6 there is a more common understanding of what customer charge is
7 rather than minimum bill. Customer charge we might say is
8 those charges that are related to the discrete cost of serving
9 that customer, is the position we've taken as Public Counsel in
10 the past. And so from our perspective the term customer charge
11 is more clearly defined, even if it may be able to be changed.

12 CHAIR R. KENNEY: Thank you.

13 MR. OPITZ: A third point that was also prefiled
14 that I wanted to mention was the proposed Rule 240-100(5)(E).
15 And I believe MIEC and Wind on the Wires and both Ameren and
16 KCPL agreed that the language is ambiguous, that it may be
17 interpreted by some parties to include double-counting or
18 double subtraction. And although the utilities have said
19 that's not the way that they do it, Public Counsel believes
20 that modifying that language to remove that ambiguous meaning
21 would be beneficial.

22 An additional comment that we also prefiled was
23 related to 240-100(8)(F). And we support, in general, Renew
24 Missouri's comments there; that there should be a process for
25 addressing concerns with the RES-compliance plans and the

1 annual reports. Our office's -- our office's concern is that
2 the complaint process can be cumbersome. And of course the
3 Commission should have the ability to require utilities to meet
4 minimum filing requirements at the very least, if they are
5 pointed out by either the Staff or other parties to certain
6 compliance plans. It's my belief that many of these
7 requirements are -- while they might not necessarily impact
8 their particular planning, but they are informational for at
9 the very least my office to determine whether their plan is, in
10 fact, the least-cost method of achieving compliance with the
11 RES.

12 Moving on to responses to comments filed by other
13 parties, in general Public Counsel agrees with the proposed
14 language of 240-20.100(5)(G), which is the carry-forward
15 language proposed in the rules and supported by Staff. And the
16 reasons we support it are very similar to the Staff's. It's
17 our concerns that without this carry forward, ratepayers may be
18 required to pay more than the 1 percent that the law requires.

19 A second point is Ameren's comment number 5, and
20 that was related to CSR 20-100(2)(C), language related to the
21 2 percent solar inclusion. And the -- I don't want to
22 mischaracterize the Company's position here, but I believe they
23 wanted to add language saying that this was a floor rather than
24 a cap, the 2 percent solar requirement. And Public Counsel
25 would disagree with that proposed -- the Company's proposed

1 change to the extent that it might open up ratepayers to paying
2 for more than solar that is not actually least-cost compliance
3 with the RES.

4 An additional point was a point of agreement
5 between MIEC and Ameren Missouri, and that was 240-100(5)(A),
6 and that was the date to include resources as a cutoff; and
7 Public Counsel supports the date proposed by MIEC and Ameren of
8 September 30th, 2010, which was the effective date of the
9 original rules.

10 And lastly is an additional comment supporting one
11 of Ameren Missouri's points, and that was 4 CSR
12 240-20.100(A)(4), and we are supportive of their comment asking
13 to remove the word annual from that definition. We believe
14 that the 1 percent calculation is based on that ten-year
15 projection as in -- I believe it's 5G.

16 So, with that, if you have any questions, those
17 are the comments of Public Counsel.

18 JUDGE WOODRUFF: Any questions?

19 CHAIR R. KENNEY: None for me that I haven't
20 already asked.

21 JUDGE WOODRUFF: Thank you.

22 MR. OPITZ: Thank you.

23 JUDGE WOODRUFF: Back to Renew Missouri, if you
24 had further comment?

25 MR. LINHARES: I'm happy to go. Thank you for

1 having me. My name is Andrew Linhares, and I'm representing
2 Renew Missouri today.

3 My comments today are going to focus on issues
4 that several parties have raised either in written comments or
5 today in our hearing. I'd also encourage the Commission to
6 review our written comments for some additional practical
7 concerns with the proposed rule.

8 So I would like to first start with the proposed
9 Net Metering Rule at 240-20.065 and the definition of
10 operational. We've heard some comments from various parties
11 today. OPC and Missouri Solar Energy Industry Association
12 agree with the proposed change to can be measured as opposed to
13 has been measured. And I'd like to offer a -- some clarity
14 there and perhaps an alternative. We support the can be
15 measured proposal, but we understand that that is a difficult
16 thing to arrive at or determine when something can be measured.

17 So the alternative language we'd like to put
18 forward would solve this problem, which is chiefly concerned
19 with when a customer receives a solar rebate. And that is
20 found in Section 100(4)(M). The alternative language we'd like
21 to propose, and we can provide this to the Commission, is if a
22 customer has satisfied all other requirements for receiving a
23 solar rebate and the customer's system is capable of being
24 measured but the utility fails to complete the necessary steps
25 to establish an operational date prior to June 30th, the rebate

1 rate shall be determined as though the operational date was
2 established prior to June 30th. And this is -- this is a
3 provision that is included in Empire Electric's -- Empire
4 Electric Company's recent solar rebate tariff approved by the
5 Commission. We think it solves the issue of the utility -- you
6 know, through the fault of the utility not establishing an
7 operational date so that the customer can get the correct
8 rebate rate for that year.

9 Moving on to this discussion of minimum bill in
10 the proposed Net Metering Rule. This is found in the
11 interconnection agreement. Renew Missouri would echo the
12 concerns of OPC and others. We believe the term customer
13 charge should remain. Minimum bill as -- actually as defined
14 by an unpassed but proposed law, HB 481, this recent
15 legislative session, includes the -- it includes the following
16 definition for minimum bill, quote, All charges on a customer's
17 bill that are not calculated on a kilowatt-hour basis,
18 including but not limited to, a service charge, customer
19 charge, meter charge, facilities charge, demand charge, billed
20 demand charge, or any other charge billed to customers for
21 services, including special fees, late fees, and taxes. So
22 this is a -- we believe this is a pretty potentially expansive
23 definition. I understand there's other definitions in other
24 utilities' tariffs. But we believe that using the phrase
25 minimum bill with these sorts of connotations with different

1 meanings in different places, that sort of a change should be
2 done deliberately and in a separate proceeding where we're
3 taking into account all the implications.

4 Moving on to the solar rebate declaration found in
5 the proposed Net Metering Rule. We -- in our comments we
6 included an alternative notice that's sent to customers. At
7 the moment there is a proposed notice to customers of limited
8 budgets. And you heard Mr. Wilson comment on this; that really
9 the statute of the RES requires that the utility, when it seeks
10 to cease paying solar rebates, files a 60-day notice, and
11 during that -- during that 60-day period before the final
12 Commission decision, the utility has an obligation under the
13 law to continue processing and paying solar rebates. So
14 this -- this allowing for a notice of limited budgets and
15 basically a conditional approval of a rebate application is not
16 supported by the statute. The utility is under an obligation
17 to continue processing and paying. And it is the utility's
18 burden to file their 60-day notice in sufficient time so that
19 they reach their 1 percent retail rate impact by the end of
20 that 60-day period. And if -- if the utility happens to time
21 that incorrectly and go over, the statute explicitly provides
22 them the opportunity to recover those costs. The statute
23 clarifies that any overages are recoverable. So we believe
24 that any sort of conditional approval of a solar rebate doesn't
25 comport with the statute.

1 CHAIR R. KENNEY: Who would they recover it from
2 if they paid more than they're supposed to? Because the
3 rebates are presumably being paid out to the customer
4 generator; right? And if it's determined like at some point
5 that they paid more, where would they get it back from?

6 MR. LINHARES: I presume they would recover them
7 as other RES-compliance costs, through a traditional rate case.
8 And as justification for that recovery, they'd point to this
9 language in the statute that requires for that recovery.

10 Does that answer your question? I'm not sure
11 how --

12 CHAIR R. KENNEY: I mean, so essentially you'd
13 have other ratepayers paying for a rebate that was maybe
14 improvidently paid out to a -- so one customer gets their
15 rebate, but then it's collected back from --

16 MR. LINHARES: Yes, correct, that's a -- that's a
17 risk. And that's why the statute puts the burden on the
18 utility to time this 60-day notice correctly. But barring the
19 ability of customers to get approval of their rebate
20 application -- a conditional approval of a rebate application
21 is equivalent to a denial, because a customer is not going to
22 go ahead with a system where they don't know if they're going
23 to get a substantial portion of it covered. So it doesn't --
24 it doesn't functionally work unless the utility is honoring its
25 obligation to continue processing, approving, and paying out

1 those rebates during that 60-day period until there's a final
2 decision.

3 CHAIR R. KENNEY: Okay. Okay.

4 MR. LINHARES: There's -- moving to the proposed
5 Renewable Energy Standard Rule, in Section 2B there is a slight
6 proposed change that I'd like to address. Let's see. I'm
7 sorry, excuse me, let me find the place.

8 So the proposed rule includes a change that
9 references other renewable mandates. I believe what they use
10 is -- what the proposed rule says is, If compliance with
11 renewable mandates required by law such as the RES portfolio
12 requirements would cause retail rates of an electric utility to
13 increase on average in excess of 1 percent, then you can limit
14 compliance. So the phrase such as the RES opens up the
15 possibility that other renewable mandates, if they were to come
16 to pass, federal or state or what have you, could be included
17 in the cost here. I don't think that's the intent. I don't
18 think that's the intent of the law certainly, but I also don't
19 think -- I don't know if that's the intent of the proposed
20 rule, but we would caution against this language and clarify
21 that the only renewable mandate costs that should be included
22 here are the RES costs. So the such as language is slightly
23 unclear there. We don't want to open ourselves up to including
24 other costs.

25 I don't want to address the geographic sourcing

1 arguments too much. They've been touched on here today.
2 They've been touched on in many other cases, and I'm sure
3 they'll continue to be discussed. I would just quickly mention
4 that the proposed rule proposes removing the italicized and
5 asterisk-marked words reserved, which have been placed in there
6 following the decision of the Joint Committee on Administrative
7 Rules, which I'm sure everybody recalls. We would urge against
8 removing those reserved references because the issue is still
9 in the midst of litigation, and a result of that litigation
10 could be the reinstatement of those paragraphs 100 Section 2A
11 and 2B(2). So we'd caution against removing the reserved
12 reference.

13 Quickly I'd like to mention in 100 Section 4(0),
14 the proposal is to add requirements for utilities to maintain
15 on their website current information related to solar rebates
16 and current levels of solar rebates paid out. Ameren Missouri
17 has an objection to this point. They state that -- they state
18 basically that they -- they don't believe they should have to
19 meet these, especially since the case -- cases of ET-2014-0059,
20 0071, and 0085 -- these have to do with Ameren Missouri and
21 Kansas City Power & Light. Since these cases have resulted in
22 an effective stoppage of paying out of solar rebates, they
23 believe that they shouldn't have to continue this notice. We
24 would strongly support the proposed addition to 100 Section
25 4(0). We believe it brings transparency and better ability for

1 solar installers and customers to plan for installation of
2 solar systems. Moreover, there's continuing litigation that
3 could result in additional solar rebates being paid, and this
4 would be a good mechanism for transparency.

5 With respect to the avoided costs discussion we've
6 been having today, we -- we're sensitive to the idea that we
7 don't want to be allowing double-counting of these avoided
8 costs. OPC and MIEC have brought up this point.

9 Chairman Kenney, you -- you -- you observed that
10 there's no language in the statute explicitly requiring certain
11 avoided costs be calculated. There are some pertaining to fuel
12 costs and -- in the rule and avoided environmental compliance
13 costs -- or, I'm sorry, avoided regulatory -- environmental
14 regulatory risks. I think a way to think about this and
15 reflect in the rule is that the nature of the 100 Section 5B
16 calculation is a comparison of two scenarios that, inherently,
17 as you're comparing two scenarios, there is a fuel component in
18 both, there is a transmission and distribution component in
19 both, there is a difference in environmental regulatory risk in
20 both, and these differences need to be accounted for some way.
21 Whether or not the rule has to address that is another
22 question, but these costs inherently -- and the ideas of
23 comparing two scenarios must be different in both cases. So
24 there needs to be a mechanism to reflect that.

25 I'm sensitive to what OPC has raised, which is

1 that expressly stating certain avoided costs could implicate a
2 double-counting situation. And we would echo the concerns of
3 Wind on the Wires, that a line be -- or a provision be placed
4 in there expressly forbidding a double-counting. However,
5 given the fact that we have not -- we have had issues with
6 transparent -- transparent displays of these avoided costs
7 being calculated and confusion surrounding whether all of these
8 costs are properly accounted for, I do think it is necessary
9 for the rule to explicitly include a requirement that these
10 avoided costs be calculated.

11 Those are some of the comments we brought up. I
12 don't want to repeat a lot of the comments that have been
13 expressed by other parties, but quickly I'd like to respond to
14 some -- some of the comments from some of the other parties
15 we've heard today.

16 We -- with respect to Ameren Missouri, we agree
17 with some of their comments. We think there are practical
18 changes to the rule. Specifically 100 Section 2(C), we agree
19 that the statute allows for utilities to comply with more than
20 the 2 percent solar requirement. The solar -- the portfolio
21 requirements themselves are indeed floors, not caps. There are
22 always -- with respect to OPC's concern raised here, there is
23 always a limitation of least-cost renewable compliance in the
24 statute. That is always a safeguard for imprudent compliance,
25 imprudent expenditures. That is always present in the

1 statutes. So to the extent that a utility is complying with
2 something other than the least cost, that provision always
3 provides relief.

4 We would strongly object to paragraphs 4, 8, and
5 10 of Ameren's comments. This has to do with the Net Metering
6 proposed rule in Section 9, which requires the maintenance of
7 solar rebate information in tariffs. I think I already
8 mentioned that solar rebates are currently the subject of
9 litigation and may be disallowed by the Court in the coming
10 months. But those agreements that I mentioned, which are
11 ET-2014-0059, 0071, and 0085, we believe that specific mention
12 of these cases and the agreements within these cases do not
13 belong in the rule, particularly when they're ongoing, the
14 subject of litigation.

15 We also would present a strong objection to
16 paragraph 19 of Ameren's comments where the Company expresses a
17 preference not to be required to include information regarding
18 the origin of RECs obtained from REC aggregate or companies.
19 These are also referred to as unbundled RECs.

20 Ameren in its comments states that it's always
21 obtained a variance from these requirements and no parties has
22 ever objected. We'd like to clarify that misconception here.
23 Renew Missouri and many other parties have continuously
24 objected to each and every use of unbundled RECs for compliance
25 with the RES for reasons that are obvious and have been stated

1 elsewhere. The statute clearly concerns itself with power sold
2 to Missouri consumers, not the green attributes of power sold
3 to other states' consumers.

4 Moreover, I'd just like to point out here that the
5 fact that the rules require information about the REC owner's
6 name, address, meter reading that underlines the REC's
7 creation, this lends credence to Missouri and other parties'
8 continual insistence that the law and rules do not allow the
9 use of unbundled RECs. Ameren is, in fact, correct that it is
10 very difficult to provide or locate this information in the
11 case of unbundled RECs, which serves to demonstrate that
12 unbundled RECs were never intended for compliance, when the
13 Commission finalized its rule in 2010.

14 Finally, I'd like to respond to the concerns
15 raised by MIEC and OPC, one regarding the lost billing units
16 due to distributed generation in connection with the 5B RRI
17 calculation. Essentially these comments from MIEC and OPC
18 argue that rate impacts due to distributed generation need to
19 be specifically accounted for in the retail rate calculation.

20 MIEC argues that the comparison of the two, RES
21 and non-RES scenarios, must have an equal amount of
22 kilowatt-hour sales in order to properly compute the 1 percent
23 calculation, but this has no basis or origin in statute.
24 Distributed solar generation is specifically and clearly
25 envisioned by the statute as playing a role in helping

1 utilities comply with the portfolio requirements. Therefore,
2 the RES-compliance scenario will inherently and necessarily
3 involve less kilowatt-hour sales. It's one of the main reasons
4 why distributed generation is so cost effective, because it
5 offsets a utility's need to generate additional power.

6 Similarly, OPC argues Section 5 fails to account
7 for the lost billing units that occur due to customers with
8 distributed generation coming on line. And this impacts
9 nonsolar and solar customers to pay more per billing unit to
10 make utilities whole for its fixed cost of service. We believe
11 this is also not supported by statute. The calculation
12 involves two imaginary future scenarios that have not occurred
13 yet, a RES-compliant scenario and a scenario that replaces all
14 renewable generation with additional fossil fuel generation.
15 Comparing the revenue requirements of these scenarios over ten
16 years gives us our 1 percent average annual retail rate impact.
17 So the statute provides no sort of justification for truing up,
18 adjusting, tweaking, or otherwise attempting to account for
19 these other rate impacts. They simply give us the 1 percent
20 average rate impact over ten years.

21 So just as the comparison of these two scenarios
22 should already inherently capture avoided costs, like all of
23 the ones we've talked about, fuel, transmission, distribution,
24 operation and maintenance and environmental regulatory risk, so
25 too should this comparison inherently already account for any

1 difference in rate impacts. We don't believe there's any
2 additional adjustment here.

3 And, finally, I'd like to address some of the
4 comments raised by Mr. Michels of Ameren Missouri. We --
5 Mr. Michels claims that the utility, when backing out
6 renewables from the non-RES-compliant scenario and replacing
7 with additional fossil fuel power, that they do not require any
8 additional generation, that is perfectly fine. But I don't
9 believe any party has ever seen that calculation. I understand
10 that these calculations, when they're provided in partial or
11 incomplete form, they are often HC. But from my experience,
12 without referencing any of the values or highly confidential
13 information within, there is no information included to clarify
14 anything regarding avoided costs or how much generation is
15 replacing existing renewable power, how much renewable power
16 the utility has in the first place, any -- any details
17 regarding comparisons of two scenarios. This is simply absent
18 in the calculation. And if it is present, I'm not smart enough
19 to see it. Which I'm not the smartest person in the world, but
20 I'm not the dumbest. And I don't know another person besides
21 the utility who claims that any comparison has ever been done,
22 that any avoided costs have ever been computed. Perhaps they
23 are and the utility has those values, but they have never been
24 presented to the Commission. So I would echo the concerns
25 raised here today that we need a transparent process regarding

1 Section 5B calculation.

2 Quickly on the externalities issue, and then that
3 concludes my comments. We are not necessarily asking for
4 asthma or medical costs due to the burning of fossil fuels. We
5 are, however, insisting that the rule enforce including avoided
6 environmental regulatory risks. So this is something that has
7 nothing to do with added cost of asthma to the society or
8 pollution of drinking water or acid rain or things like this.
9 This has to do with costs that the utility bears relating to
10 SO2 emissions, particulate matter, remediating coal ash,
11 storing coal ash, potential -- the huge future potential cost
12 of noncompliance with federal and state regulations. These
13 should become clearer and clearer as the EPA finalizes its rule
14 related to existing power plants. But these -- these are not
15 fictional costs. These are costs borne by the utility that are
16 less due to the addition of renewable energy, and these need to
17 be reflected in the calculation.

18 So I will -- I will allow for questions. But that
19 includes my -- concludes my comments today.

20 JUDGE WOODRUFF: Any questions?

21 CHAIR R. KENNEY: Yeah. The avoided environmental
22 regulatory risks plus greenhouse gas abatement, your -- Renew
23 Missouri is saying that that's not included in the calculation
24 now or you just haven't seen it or you don't know?

25 MR. LINHARES: I have not seen it included as a

1 line item on a spreadsheet or explained in a compliance plan or
2 compliance report. I haven't seen a value associated with
3 that.

4 CHAIR R. KENNEY: Okay. All right. Thank you.

5 JUDGE WOODRUFF: Commissioner Hall?

6 COMMISSIONER HALL: So on the -- on the avoided
7 costs, are you proposing that we include -- or attempt to
8 include costs that are not quantifiable?

9 MR. LINHARES: No.

10 COMMISSIONER HALL: So -- so all the costs that
11 you mentioned just a moment ago, you think are easily
12 quantifiable?

13 MR. LINHARES: I can't speak to how easily
14 quantifiable they are. I would assume that an investor-owned
15 utility would have the -- would be in the best position to
16 quantify those costs. They routinely engage in integrated
17 resource planning, which as the representatives for Ameren
18 Missouri noted, the utility is including -- attempting to
19 include all possible future costs and assess.

20 COMMISSIONER HALL: Okay. Thank you.

21 CHAIR R. KENNEY: In fact, their integrated
22 resources planning rules require at least one of the resource
23 plans to take into account probable future environmental risk.
24 So they can do it and they're doing it. And you're not really
25 saying that they're not doing it; you're just saying you

1 haven't seen it quantified --

2 MR. LINHARES: I think one --

3 CHAIR R. KENNEY: -- in their RES-compliance plan?

4 MR. LINHARES: Yes. I think one of the problems
5 here is that, in addition to the problem -- in addition to the
6 issue that most of these calculations have been provided as
7 highly confidential, the calculations are very hard to follow.
8 They're not transparent or clear, in terms of the language of
9 the statute. And the language of the statute clearly
10 references a comparison of two scenarios. So the spreadsheet
11 provided by Mr. Brady of Wind on the Wires clearly shows two
12 scenarios with line items including all planned additions of
13 resources, and then in the noncompliant -- non-RES-compliant
14 scenario, it shows how much renewable energy is being
15 subtracted, it shows how much -- what the cost assumptions are
16 for replacing that generation. And that is not the level of
17 detail that we have seen in these calculations from the
18 utilities.

19 CHAIR R. KENNEY: So a potential fix -- I mean,
20 with our minimum filing requirements for a rate case, we
21 specify that work papers have to be presented in a particular
22 format. Is that -- would that be something that satisfies the
23 concerns, that we would specify the format in which the
24 information must be presented from all relevant stakeholders?

25 MR. LINHARES: I think that would -- that would go

1 a long way toward assuaging those concerns. And I believe that
2 the proposed rule has a section for a spreadsheet. I think it
3 might be regarding the carry-forward provision. But, yes, I
4 believe that a standardized format for how to accomplish these
5 calculations would go a long way towards helping that issue of
6 transparency and clarity.

7 CHAIR R. KENNEY: Ms. Tatro, you look like you
8 want to say something.

9 MS. TATRO: All I would say is the devil's in the
10 details.

11 JUDGE WOODRUFF: All right. Thank you, sir.

12 The only other comment was -- commenter was from
13 the Missouri Solar Energy Industries Association. I don't --
14 okay. Actually, we'll take a break before you do this. We've
15 been going for quite a while. Let's take a short break. We'll
16 come back at 12:30.

17 (Off the record.)

18 JUDGE WOODRUFF: Let's come back to order, please.
19 We're back from our break. It's 12:30, and we're ready for
20 comments from MOSEIA.

21 MS. SHOEMYER: Thank you, Commission. My name is
22 Wendy Shoemyer, and I will be offering comments on behalf of
23 MOSEIA today. And I will keep it fairly brief. Most of any
24 comments and input I'd like to put on record has been talked
25 about in some detail today. So I'll kind of touch on some

1 points that we agree with and disagree with, and maybe just
2 bring up one point that hasn't really been gone over today.

3 So the first thing I'd like to touch on is of
4 course the operational date, which is in both 240-20.065 as
5 well as 240-20.100. And we would agree with Renew Missouri and
6 OPC in that we would propose that the language in that
7 definition of operational be changed from has been measured to
8 can be measured. And I understand Ameren's testimony that they
9 said they don't have any financial incentive in order to delay
10 that, and I would -- I would agree with that, but I don't
11 always necessarily think it's a purposeful thing. And we would
12 hate for any customer's rebate or anything to be lost due to no
13 fault of their own. So we would strongly support changing that
14 to can be measured.

15 And in the alternative, Renew Missouri, they
16 offered some language that we would support as well. Just
17 going over that again, we would support the language, if a
18 customer has satisfied all other requirements for receiving a
19 solar rebate and the customer's system is capable of being
20 measured but the utility fails to complete the necessary steps
21 to establish an operational date prior to June 30th, the rebate
22 rate shall be determined as though the operational date was
23 established prior to June 30th. That way if the customer has
24 done everything on their part and maybe, like I said, the
25 utility, through -- just doesn't have time to get out there,

1 whatever it is, doesn't get it measured before that applicable
2 rebate date, they could still get that higher rebate. So --
3 and we'd be willing to offer that. I don't know if the
4 Commission would prefer if we offer that language as an
5 addendum or as a supplemental comment.

6 JUDGE WOODRUFF: It's in the transcript now, so
7 it's --

8 MS. SHOEMYER: Okay.

9 JUDGE WOODRUFF: -- out there.

10 MS. SHOEMYER: So that would be our first
11 recommendation. Second, and we've included this in our
12 comments and it's also been addressed ad nauseam today, as far
13 as in that 1 percent calculation, you know, take into account
14 all the avoided costs in that RES-compliant-portfolio and all
15 the risks in the nonrenewables.

16 So I don't want to repeat, like I said, in detail
17 everything else, but we would generally support Renew
18 Missouri's offer that that calculation really take into account
19 all those benefits and all the risks to really be accurate.
20 Like I said, without getting into everything else, we just want
21 to go on record supporting that.

22 The last thing that I'd like to talk about comment
23 wise before I kind of address some other people's comments has
24 to do with I believe it's 5G, 5H, and 5I. It's the -- some of
25 the carry-forward language. In 5H it addresses if a utility

1 relies on a calculation in funding a utility-owned renewable
2 energy resource or they contract that, and when they do that,
3 it's prudent costs, but then later they find out that that cost
4 will cause them to exceed the RRI, then that should be included
5 in that carry-forward cost, which we get; however, if you
6 notice in Section I, it also talks about utility scale solar
7 being excluded from any calculation in order to pay out
8 rebates. So I guess we'd like some clarity there; that if --
9 if the utilities are building a utility scale solar and that
10 causes them to go over the RRI, that they are not going to
11 consider that in any -- either a carry-forward or in any year's
12 RRI in considering that 1 percent cap. So, like I said, I just
13 don't think it's very clear. And we -- you know, what we
14 proposed is just -- in Section I just adding the words
15 notwithstanding the foregoing. So regardless of anything
16 that's been said in G or H, this -- this Section I is what
17 controls, that utility scale solar should never be included in
18 that 1 percent.

19 So that's all I would have on our comments.

20 There are a couple of things -- and, again, I know
21 Andrew and Renew, they've touched on this, so I'm not going to
22 do it exhaustively, but we would support both OPC and Renew
23 Missouri's contention that the minimum bill language should be
24 changed to customers charges -- should stay customer charges,
25 rather. That language minimum bill, we think it is just open

1 to too much interpretation; and we think, as they've stated,
2 it's best to leave it customer charges.

3 In addressing some of Ameren Missouri's -- their
4 written comment and some of their testimony today, specifically
5 in their written comments, Section -- or numbers 4, 8, and 10,
6 again these all address those stipulations, ET-2014-0059,
7 ET-2014-0071 and 0085, as Andrew mentioned, these -- these are
8 the subject of ongoing litigation right now, and we would
9 certainly not support the addition of any of that language into
10 this rule, especially when it's really up in the air what's
11 going to happen with those. So we just don't think it's good
12 policy to include those when they're the subject of litigation
13 right now.

14 So that would be all the comments I have today,
15 unless there are any questions from the Commission.

16 JUDGE WOODRUFF: Commissioner Hall?

17 COMMISSIONER HALL: No comments. No questions.
18 Thank you.

19 JUDGE WOODRUFF: Commissioner Kenney, do you have
20 any questions?

21 COMMISSIONER KENNEY: I apologize. I couldn't get
22 it off mute. I'll let you know if I do. Thank you.

23 JUDGE WOODRUFF: All right. Thank you very much.

24 MS. SHOEMYER: Thank you very much, Commission.

25 JUDGE WOODRUFF: All right. And Ms. Tatro

1 indicates she wished to respond to something that Renew
2 Missouri said. So go ahead.

3 MS. TATRO: Well, we may have a small point of
4 agreement that I wanted to raise. I think that on the
5 definition of operational, it really does need to be when the
6 meter is set. But Mr. Linhares brought up some language that
7 if the customer satisfied all those system completion
8 requirements, he said if the company -- if the utility fails,
9 I'd prefer to say that the utility is not able to complete --
10 not able to install it before June 30th, our tariff already
11 contains that language, and I have a copy of the tariff, and
12 I'll give it to the court reporter to be marked as an exhibit.
13 I don't have copies for everyone.

14 But, importantly, it has another sentence that we
15 would also ask be added. And that says, If it's subsequently
16 determined that the customer or system did not satisfy all the
17 completion requirements required of the customer on or before
18 June 30th, the rebate will be determined based upon the
19 operational level. So if we get out there July 1st, because we
20 just couldn't make it by June 30th -- there's obviously a rush
21 usually around that time -- and the customer really wasn't
22 ready for the meter to be installed, they shouldn't somehow get
23 the higher rebate level. So I believe all three utilities
24 already have that language in their tariff, so that is a
25 solution that probably resolves that issue.

1 JUDGE WOODRUFF: Okay. If you want to go ahead
2 and provide that to the court reporter, we'll mark it as
3 Exhibit E.

4 MS. TATRO: Okay. And that is on sheet number
5 88.2.

6 JUDGE WOODRUFF: Okay.

7 (Exhibit E marked for identification.)

8 JUDGE WOODRUFF: I'll ask KCPL, is that something
9 that will be acceptable to KCPL as well?

10 MR. DORITY: Yeah. Yes, I would offer our tariff
11 includes very similar language indicating that the actions by
12 the company should not delay the rebate received by the
13 customer. So we have similar language.

14 JUDGE WOODRUFF: I'll go back to Renew Missouri.
15 Is that something that would be acceptable to you, as they
16 described it?

17 MR. LINHARES: I believe that would be acceptable
18 to Renew Missouri. The slight change proposed by Ms. Tatro
19 sounds agreeable. I wasn't aware of those provisions being
20 located in the Ameren or KCPL's tariff, but I would still
21 encourage the Commission to include something equivalent of the
22 language proposed today in the rule extra clarification.

23 JUDGE WOODRUFF: Anyone else wish to be heard on
24 that?

25 That's all the people who have -- all the

1 commenters who filed written comments. Is there anyone else
2 here in the audience who wanted to comment who I've not
3 recognized yet?

4 Okay. That brings up Staff. But before we bring
5 anybody up, we're going to take a lunch break before we bring
6 Staff on. The chairman had a conflict and wants to be able to
7 be here to hear Staff. So we'll take a break and come back at
8 1:30.

9 (Off the record.)

10 JUDGE WOODRUFF: All right. Let's come back to
11 order, please. We're back from lunch. It's 1:30. Before we
12 go to Staff, before the break Mr. Brady indicated he had a
13 further response he wanted to make, so come on up.

14 MR. BRADY: Afternoon. This is Sean Brady with
15 Wind on the Wire. I just had one comment in response to a
16 statement that the Office of Public Counsel had made regarding
17 the avoided costs.

18 So just to make it clear, Wind on the Wires'
19 position on avoided cost, the language in 5B we view to be
20 clear. We don't see that as being ambiguous. We see that
21 saying that the avoided costs are to be the fuel costs, and
22 that our primary position is reflected in the language that we
23 submitted in our comments, we've proposed or recommended added
24 to that language. The -- so we think the language is clear on
25 its face and that no further changes are needed beyond what

1 we've made. However, if the Commission thinks that there is
2 clarification that is needed regarding double-counting, we
3 would not object to the language that MIEC had proposed -- the
4 alternative language that MIEC had proposed, as amended in my
5 comments earlier today.

6 Thank you.

7 JUDGE WOODRUFF: Thank you, sir.

8 All right. Then let's move to Staff.

9 MS. DALE: Thank you. I'm on Colleen Dale
10 representing Staff. We have four witnesses today, Natelle
11 Dietrich, Claire Eubanks, Mark Oligschlaeger, and Dan Beck.
12 And I will let them decide on the order and take it away.

13 Oh, but I neglected to mention that I've already
14 disseminated a brief document that's an analysis of retroactive
15 rulemaking effects. And it just is what it is, but I've given
16 a copy to the court reporter to be marked as an exhibit as
17 well.

18 JUDGE WOODRUFF: And this will be Exhibit F.

19 (Exhibit F marked for identification.)

20 CHAIR R. KENNEY: Thank you.

21 JUDGE WOODRUFF: Okay. Identify yourself first.

22 MS. DIETRICH: My name is Natelle Dietrich, with
23 Commission Staff, and I just have a few areas of general
24 comment. First, 4 CSR 240-20.100(2)(A) and (B) currently are
25 marked as reserved, in the proposed rulemaking the word

1 reserved is recommended to be removed and the subsections
2 renumbered accordingly. Renew Missouri recommends the reserve
3 designation be maintained because the sections are reserved
4 pending litigation related to actions of the joint committee on
5 administrative rules, or JCAR, related to geographic sourcing.
6 And this is from the previous rulemaking. In Staff's opinion
7 there is no reason to retain the designations. If the Court
8 finds of actions of JCAR were not appropriate, language can be
9 inserted with subsections renumbered pursuant to that addition.

10 Each electric utility is required to annually file
11 an RES-compliance report in an RES-compliance plan. Staff
12 completes a review and files a report identifying any
13 deficiencies, and OPC and other interested parties may file
14 comments. 4 CSR 240-20.100(8)(F) states, The Commission shall
15 issue an order which establishes a procedural schedule, if
16 necessary. OPC and Wind on the Wires request a proposed rule
17 be clarified that when a utility files an RES-compliance report
18 and/or an RES-compliance plan, which does not comport with the
19 Commission rules, the parties need not file a complaint case
20 but, rather, the parties could seek an order from the
21 Commission asking the Commission to direct the utility to
22 correct the deficiencies with the complaint being the last
23 resort.

24 Contrary to the discussion of KCPL earlier with
25 regard to the complaint process, Staff agrees with the

1 suggestion to have an interim process seeking an order from the
2 Commission. Deficiencies may be -- excuse me -- may be
3 identified that do not rise to the level of a procedural
4 schedule or complaint for resolution.

5 Renew Missouri raises a similar issue but
6 identifies 4 CSR 240-20.100(9)(A) as one of the subsections of
7 concern. This provision is related to penalties and
8 allegations for failure to comply with the RES. In Staff's
9 opinion, if a process is allowed to address deficiencies prior
10 to issuing a procedural schedule anticipating a hearing or
11 filing a complaint, no changes are needed to Section 9, which
12 contemplates penalties for failure to comply with the RES.

13 Wind on the Wires provided written comments
14 indicating Section 5E, which would be 4 CSR 240-20.105(E) is
15 missing from the proposed amendment. To clarify the record,
16 Section 5E did not have any proposed changes, so it was not
17 published in the Missouri Register as a proposed amendment. It
18 will be part of the published rule when the rulemaking is
19 complete.

20 Throughout the morning there were several
21 discussions about transparency, and there were issues related
22 to formulas and issues related to the RRI calculation. And
23 Chairman Kenney suggested a process to submit benefits as part
24 of a compliance planning process, and I think you also had a
25 discussion about perhaps a spreadsheet that would be included

1 in the rule that would lay out certain ways to report the
2 information. One thing I wanted to caution the Commission
3 about, during the workshop discussions and as indicated through
4 comments by Mr. Linhares earlier today and some of the other
5 discussion, one of the issues that came up with this process is
6 it wasn't so much that the information was not provided, but it
7 was an issue of who can see that information and how they have
8 to go about seeing it. And so I -- we would like to caution
9 the Commission about making changes to the rule that would
10 contradict or cause concerns with the Sunshine -- Sunshine Law.
11 And that's the extent of my written --

12 CHAIR R. KENNEY: Let me ask --

13 MS. DIETRICH: -- comments.

14 CHAIR R. KENNEY: -- you about that, Ms. Dietrich.
15 Thank you. Is it a matter of people signing confidentiality --
16 I mean, nondisclosure agreements? I mean, what was the issue
17 with people not having access?

18 MS. DIETRICH: From some of the discussions it
19 appeared that, since these are filed in cases, there would be
20 interventions and having to go through the intervention
21 process, and some people use consultants, so having to pay for
22 a consultant and going through the case process and signing
23 nondisclosure agreements and those types of things. So it
24 wasn't so much that the information wasn't provided; it was
25 just who could see it and how they had to go about seeing it.

1 CHAIR R. KENNEY: They didn't want to go through
2 those hoops?

3 MS. DIETRICH: I -- I don't want to speak for
4 them, but that's what it sounded --

5 CHAIR R. KENNEY: The impression --

6 MS. DIETRICH: -- I like.

7 CHAIR R. KENNEY: -- that you got?

8 MS. DIETRICH: Right. Um-hum.

9 COMMISSIONER HALL: Do you have any further
10 suggestions of how we might deal with that? Because I think
11 the concerns raised are legitimate. But I obviously don't want
12 to propose a rule that runs afoul of the Sunshine Law.

13 MS. DIETRICH: Right. And I think, you know, if
14 there's a standard format, that may work. I don't know if all
15 the utilities gather the information in the same way that they
16 could comply with the standard format. But it would still have
17 the issue of certain people wouldn't be able to see it. It's
18 just it may make it easier for -- like, for instance, for
19 attorneys who could see it to be able to figure out whether
20 they need to go further.

21 COMMISSIONER HALL: Okay. Thank you.

22 JUDGE WOODRUFF: All right. Thank you,
23 Ms. Dietrich.

24 MS. DIETRICH: Oh, I should mention that Dan Beck
25 is addressing Net Metering, Claire Eubanks is addressing the

1 RES in general, and then Mark Oligschlaeger is addressing
2 issues related to the RRI calculation and the 1 percent
3 carry-forward and RES issues such as those.

4 JUDGE WOODRUFF: All right. And it looks like
5 Mr. Beck is the next one up.

6 MR. BECK: My name is Dan Beck, and I am a member
7 of the Staff. I am going to try to briefly address various
8 comments regarding the Net Metering statute. The very first
9 one, in some of the written comments some issues that weren't
10 raised this morning I just want to touch on. One was the
11 correct spelling of the word premises, which is really scary
12 for an engineer to be talking about the correct spelling. But
13 I think the version that actually got into the proposed
14 rulemaking had the correct spelling. But we agree with the
15 ultimate spelling that Renew Missouri was proposing.

16 I'm going to kind of just go by the order of the
17 rule for simplicity's sake, which brings us to 1G, the
18 definition of operational. And Renew Missouri, MOSEIA, and OPC
19 all expressed concerns that that discussion sort of, I guess,
20 kind of went beyond those written comments at this point, from
21 what I've -- you know, as we've -- as has the discussions taken
22 place today. And there was a mention earlier about the fact
23 that all three utilities have tariffs that reflect that. I
24 would argue that all four utilities -- we still have four
25 electric utilities in Missouri; KCPL, GMO, Ameren Missouri, and

1 Empire all have tariff provisions. And it seems like the type
2 of specifics -- from an engineering standpoint this definition
3 of operational makes sense to me. The kind of exception that
4 we're talking about would seem to be more appropriate to deal
5 with in a tariff. And I guess finally I would note that we
6 have paid out over \$175 million in rebates in this state, and
7 this has not been a major issue up till this point. So...

8 Next, Ameren Missouri for -- proposed a change to
9 the REC ownership language. And specifically there was a
10 reference to electrical -- electric system. And they proposed
11 to change that wording to electric utility. That -- I agree
12 with that language change. However, that phrase is actually
13 then included a second time in that -- in that section. And
14 the second time it actually refers to the solar electric
15 system, and that is correct. That modification shouldn't be
16 made. And I did have a verbal discussion with Ameren this
17 morning, and they agreed that that part of that, the solar
18 electric system wording should remain the same.

19 Next, Ameren Missouri proposed a new Section 9E of
20 the Net Metering discussed on page 2 and 3 of their -- their
21 filing. This was regarding a waiver that would not be needed
22 if all the rebates had been paid out. And this also then has
23 those specific case references. And to me it seems like the
24 case -- the idea of those specific case references wouldn't be
25 necessary. It refers to the idea that there's -- you know, if

1 there are other agreements that are take -- in place, it seems
2 like that would be good enough just leave the rule at that.

3 Then the language regarding the authorities having
4 jurisdiction, Renew Missouri raised that concern, and Staff
5 supports keeping that language included. It was mentioned
6 earlier that it is related to safety, and we still believe
7 that; that the authority having jurisdiction, which is
8 typically the city electric inspector, is still an important
9 part of this process -- of the process, and we recognize that.

10 Ameren proposed further where there's a place
11 where the installer would sign and date a portion of the
12 agreement that you put a printed name designation underneath
13 that, and we agree with that concept and, in fact, would point
14 out that that same type of printed name requirement is -- is
15 ultimately at the end where both the customer and the installer
16 sign the document it has that similar requirement.

17 Okay. On to the topic of minimum bill. This --
18 this topic actually kind of overlaps into the Renewable Energy
19 Standard as well. But the place that it's specifically here is
20 in the Net Metering agreement itself. And Renew Missouri and
21 OPC both raised this concern in their written comments. I
22 guess -- and the idea was to return to the phrase customer
23 charge.

24 And I guess I'd just like to point out a few
25 things. One is it's good that we have exercises like this,

1 because you go back and rethink things or relook at things. So
2 I went and pulled the tariffs, and KCPL does have a customer
3 charge. Likewise, Union Electric Company, Ameren Missouri,
4 also has a customer charge, but they -- but right below that
5 they have a low income pilot program charge that's a fee per
6 month. So there's a second fee there that wouldn't normally be
7 thought of as a customer charge, if it's not dealt with in some
8 fashion. KCPL has a customer charge for their tariff for --
9 excuse me. KCPL Greater Missouri Operations has a customer
10 charge for their residential tariff for their MPS service
11 territory, but for their LNP territory they have a service
12 charge. It is not called a customer charge. Likewise, then --
13 or next is Empire. They have a customer access charge, not a
14 customer charge in their tariff. So, you know, even the term
15 customer charge is really not as consistent as one might think.

16 I would also point out that been fairly long time
17 ago dealing with cogeneration, one of the things there was a
18 supplier -- customer supplier that had a unit that wasn't quite
19 in sync with the system and, therefore -- it was a large
20 industrial facility, and it created problems with what's called
21 kVARs, K-V-A-R-S, and there are -- for those larger customers
22 there are specific charges. In essence, if you think of -- the
23 simple way to describe it is if you think of power as a sign
24 waive, the power that they were putting in the system didn't
25 match up, and then that caused problems with the system, and

1 you had to deal with that; and that ultimately cost energy to
2 deal with that problem, and that resulted in charges. And so,
3 you know, the idea that there are charges above and beyond just
4 simple kWh charges actually has some merit and some reality.
5 So...

6 I'm about to the end here. Ameren had a
7 suggestion about the --

8 COMMISSIONER HALL: Excuse me, so, Mr. Beck.

9 MR. BECK: Yep.

10 COMMISSIONER HALL: So with regard -- I mean, and
11 after that recitation of the tariffs --

12 MR. BECK: Yep.

13 COMMISSIONER HALL: -- what is Staff's position on
14 what we should do on that issue?

15 MR. BECK: We -- we still support the concept of a
16 minimum bill. I think it is, you know, as we -- as we kind of
17 realize -- you know, when I look at the realities of just a
18 simple residential tariff, much less the more complicated
19 industrial tariffs, the simple idea of a customer charge really
20 doesn't quite describe all the charges that you -- and I think
21 there's kind of a second issue is the reality is is that what
22 you would expect is that most customer generators are going to
23 generate a portion of their usage, but not all. And so, you
24 know, it's not that many times you're really going to hit the
25 situation if -- if the system was designed properly where it

1 actually is generating more than you're using, and you
2 literally have no kWh's to bill for that month. So, you know,
3 at that point to somehow not charge for demand charges, for
4 example, when you still are paying for kWh's doesn't -- you
5 know, why would -- if I generate one kWh, that doesn't somehow
6 exempt me from all demand charges. And so -- and I say demand
7 charges; but also, you know, things like this low income pilot
8 program charge.

9 COMMISSIONER HALL: So how does changing it to
10 minimum bill clarify the situation?

11 MR. BECK: I think both of them are kind of terms
12 of art that we generally know. Again, this has not been an
13 issue, you know, after almost five years of operation, so I'm
14 not sure that the -- that we're fixing a problem. But, I mean,
15 you know, to the extent that -- you know, that we have this
16 opportunity to clarify it a little bit more, I think -- I think
17 that the minimum bill is more descriptive than just a customer
18 charge.

19 COMMISSIONER HALL: Thank you.

20 CHAIR R. KENNEY: If you just read the statute --
21 this is what I was talking to Ms. Tatro about and it forced me
22 to go back and read the statute. Essentially the statute just
23 says you can't charge anything that you wouldn't charge every
24 other nonnet metered customer.

25 MR. BECK: Correct.

1 CHAIR R. KENNEY: So why do we even need to
2 speci fy anything about customer charge? I mean, just say
3 you're going to get the same tariff that a non-net metered
4 customer gets?

5 MR. BECK: I mean, I think that's what -- I think
6 it was trying to do that, but provide a little bit more
7 explicitness. It is in the energy and pricing -- energy
8 pricing and billing section, at least as far as the Net
9 Metering goes. And so, you know, it -- it's really kind of a
10 section that's -- you know, it's a section of the agreement,
11 and it's really almost trying to be informative. I'm not
12 sure -- I think at the time it was -- Michael Taylor was the
13 engineer in charge of this and did a great job throughout it.
14 But my remembrances are that at the time that the original
15 rule was drafted, this was -- the words customer charge were
16 put in to kind of give more specifics than just the, you know,
17 any charge language; that they were trying more helpful to a
18 customer and put it in terms that they might recognize. And
19 so, you know, I guess all I can offer is is that this minimum
20 bill language is trying to do that; but, you know, I think
21 ultimately how the tariff reads and how the utility carries out
22 the tariff is -- is the really important part.

23 CHAIR R. KENNEY: Great. Okay. Thank you.

24 JUDGE WOODRUFF: Thank you, Mr. Beck. Were you
25 fi ni shed?

1 MR. BECK: Just real fast, in terms of -- sorry.
2 There were a couple of other, what I would call wordsmithing.
3 Okay. There was one statement by Renew Missouri to change to
4 the 85 percent solar -- or change the 85 percent to 75 percent
5 or do away with it entirely. And Staff is still supportive of
6 that 85 percent guideline. Ultimately, the ability of the
7 solar system to actually produce power affects the output,
8 which affects the X RECs that the other customers are entitled
9 to as a part of the rebate system. So --

10 JUDGE WOODRUFF: Just to clarify what that -- that
11 85 percent, what's that -- has to be in the sun 85 percent of
12 the time; is that --

13 MR. BECK: I think it -- what you really get into
14 is, you know, it's a judgment call where you're literally
15 talking about the angle that the panel is installed and,
16 therefore -- you know, and you could even have the situation
17 where a certain panel is literally in the shade because of the
18 roof line or whatever. But the 85 percent is an average for
19 the whole system.

20 JUDGE WOODRUFF: Right.

21 MR. BECK: You know, so you could have one panel
22 that's still much lower than 85 percent, but you're looking for
23 that overall average to be a reasonable level. And let's face
24 it, ultimately the higher that percentage is, the more benefit
25 that is going to be returned to the customer as well. So

1 there's really kind of everyone has a bit of an interest in
2 seeing that percentage as high as possible. So I believe
3 85 percent is reasonable.

4 Ameren proposed to remove the language that said
5 for which they receive a solar rebate. This is an attempt to
6 clarify, and it's really kind of due to a timing thing where
7 this part of the application is signed before the rebate is
8 received. And Staff supports that.

9 And last is there was a section that Ameren
10 proposed to insert in the Section I of the application; and
11 that said, During this period I may not claim credits for SRECs
12 under the environmental program or transfer or sell the SRECs
13 to any other party. I mean, that is, you know, the reality.
14 It is an attempt in this section to make it a declaration and
15 make sure the customer understands that they can't sell that
16 SREC a second time. And so we think that does provide clarity.

17 And that's the extent of my comments.

18 JUDGE WOODRUFF: Thank you.

19 Next person for Staff?

20 MS. EUBANKS: Good afternoon. Claire Eubanks with
21 Staff. I'm going to cover the Renewable Energy Standard,
22 except for the retail rate impact calculation.

23 Primarily my comments are related to Ameren's
24 written comments. Staff agrees with their written comments
25 numbers 5 through 9. And their written comment number 7 is

1 similar to OPC's comment number 3.

2 Staff disagrees with Ameren's written comments
3 number 18 and number 19. Number 18 is related to striking the
4 word -- the words serial number. All REC's are assigned serial
5 numbers by the tracking system. When they generate
6 certificates, they do issue serial numbers. Number 19 is
7 related to reporting requirements in 8A(1)(I). Ameren talks
8 about a variance that they have and related to those
9 requirements. KCPL and GMO also have a similar variance that
10 they requested, but it's more limited. It's just A(I)(1)(I)(5)
11 -- (V), which is related to meter readings. And Staff would
12 support striking just that requirement but leaving the rest of
13 it the same.

14 Anyone have questions?

15 CHAIR R. KENNEY: No. Thank you.

16 COMMISSIONER HALL: Thank you.

17 MS. EUBANKS: Thank you.

18 MR. OLIGSCHLAEGER: Good afternoon. My name is
19 Mark Oligschlaeger. I represent the Commission Staff. And I
20 will be addressing today, in general, Section 5 of the RES
21 rule. I'll make brief comments on -- or a brief response to
22 some of the comments from other parties that have been
23 submitted that we have concerns about, and I'll also address a
24 couple of the proposed language changes submitted by Ameren
25 today.

1 To start with, Ameren, and I believe some of the
2 other parties have agreed with this, are seeking an early start
3 date for the carry-forward calculation that is part of the
4 Section 5G of the proposed rules. We see this matter somewhat
5 differently. We see the carry-forward calculation as, in a
6 sense, a fix on an ongoing basis to a perceived problem.
7 However, we don't believe it -- we believe that this -- the
8 carry-forward calculation should start -- a reasonable date
9 would be January 1st, 2015. I believe Staff has other concerns
10 potentially with the legality of having an earlier start date,
11 and that pertains to the document that Ms. Dale earlier
12 distributed.

13 MIEC and OPC's written comments addressed a
14 concern regarding billing unit differences associated with RES
15 mandates. And we agree, in concept, that that is a legitimate
16 concern to the extent RES-compliance activities lead to a
17 reduction in sales that a utility will make. All other things
18 being equal, that will certainly impact both the utility's
19 revenue requirement, as well as ultimately the customer rate
20 levels. We have taken a glance at the language proposed by
21 Ameren to address this concern.

22 Yes?

23 CHAIR R. KENNEY: Okay. Never mind. Go ahead,
24 and then I'll interrupt you. Sorry.

25 MR. OLIGSCHLAEGER: Okay. We haven't had the

1 opportunity to do an exhaustive analysis, of course, of what
2 they're proposing. But at least at first glance it appears to
3 be a reasonable effort to take care of that concern.

4 CHAIR R. KENNEY: So I guess if I'm understanding
5 OPC's and MIEC's concerns, so if you have -- this is the
6 distributed generation issue and how you -- nonsolar rooftop
7 customers end up paying for the fixed costs that solar rooftop
8 customers aren't contributing. Is that the concern?

9 MR. OLIGSCHLAEGER: That's my understanding, yes.

10 CHAIR R. KENNEY: And so how does that -- I'm not
11 really sure I'm clear on how that gets calculated in
12 determining the 1 percent retail rate impact language. I mean,
13 that -- that's an impact on the -- on the utility's revenue
14 requirement. I get that. But why is it automatically then
15 somehow calculated in determining the 1 percent rate cap?

16 MR. OLIGSCHLAEGER: If you interpret the 1 percent
17 rate cap as being some kind of restriction on the amount of
18 additional -- the additional amounts a customer can be charged
19 associated with RES-compliance activities, changes in revenue
20 levels enter into that just as much as changes in expenses in
21 rate base. I'm not sure I'm answering your question.

22 CHAIR R. KENNEY: Well, but the statute tells us
23 to compare the RES-compliant with the non-RES-compliant revenue
24 requirement. And so in determining the RES-compliant revenue
25 requirement, you're going to do what?

1 MR. OLIGSCHLAEGER: Well, a revenue requirement,
2 at least in the sense I'm familiar with, is determined by
3 calculating a utility's cost of service, expenses, rate base
4 return, taxes, all of those, and then comparing that to the
5 utility's current level of revenues in determining any
6 differential, if they're not recovering enough or if they're
7 recovering too much compared to their actual cost of service at
8 any point in time. Therefore, to the extent RES-compliance
9 activities affect the revenue levels, as we would define
10 revenue requirement, that's one of the components.

11 CHAIR R. KENNEY: Okay. And you've looked at
12 Ameren's proposed language, but you're not sure yet whether
13 it's -- you haven't done an in-depth analysis of the proposed
14 language?

15 MR. OLIGSCHLAEGER: No. But, again, at least on
16 the surface, it appears to address the concern and propose a
17 reasonable solution.

18 CHAIR R. KENNEY: Are there other RES-compliance
19 elements that -- I mean, energy efficiency reduces their
20 revenue requirement. I mean, it reduces consumption also. Are
21 we going to factor that in too? I mean, I guess it's not a
22 RES-compliance costs. But I guess I'm concerned that this
23 seems like it's lost revenue by another name.

24 MR. OLIGSCHLAEGER: Well, it's a -- I don't know
25 whether you're addressing the issues and how you calculate

1 accurately the impact of the solar installations.

2 CHAIR R. KENNEY: Well, that is a concern is how
3 do you -- how do you -- yeah, how do you adequately or
4 accurately quantify that?

5 MR. OLIGSCHLAEGER: And, unfortunately, I'm
6 probably not the right person to address that.

7 CHAIR R. KENNEY: Okay. All right. Okay. Go
8 ahead. I'm sorry. I'm done.

9 MR. OLIGSCHLAEGER: Okay. The next -- well, the
10 next issue I'll talk about are avoided costs. And, again,
11 various parties have expressed concerns about whether all the
12 avoided costs that should be listed are listed or whether they
13 should be listed at all and so on. Ameren, again, has
14 presented language that would appear to set a criteria for
15 avoided costs, not limited to fuel and purchase power-related
16 costs, but limited to those types of costs that are reflected
17 in their rate structure. Having had a chance to look at the
18 language and discuss that within the Staff, we believe again
19 that that is an acceptable way of handling the concerns,
20 however with the caveat that agreement on that definition or
21 criteria for avoided costs in this context of the RES rule
22 should not be automatically applied or assumed to other areas
23 in which avoided costs may be a subject of concern, including
24 the IRP process.

25 I think my comments are similar on the issue that

1 has been raised by some of the parties over greenhouse gas and
2 whether other types of future environmental risks should be
3 taken into account in the rule. And, again, Ameren has
4 proposed language to do that. With the same caveat, we believe
5 that language, again restricting those impacts to those types
6 of items currently reflected in their rate structure is an
7 acceptable way of handling that concern, again with the context
8 that we would not want that acceptance imputed necessarily to
9 other contexts, including the IRP.

10 Another side issue, as it were, with avoided costs
11 is the issue of double-counting, which some parties have
12 indicated they're afraid of the -- perhaps the inference that
13 fuel and purchased power related to voided costs would be
14 double-counted under the current language. Along with some
15 other parties, we believe that the alternative sentence that
16 MIEC has suggested at the bottom of the page 4 of their
17 comments, making clear that no double-counting is intended or
18 allowed would be a good way of handling that.

19 And, finally, turning to Wind on the Wires'
20 comments regarding the carry-forward calculation, we would not
21 recommend adoption of their approach or methodology because we
22 believe it does not address the significant concerns regarding
23 current application of the RRI calculation that Staff
24 identified in its comments filed on June 1st.

25 And that's all the prepared stuff I have.

1 JUDGE WOODRUFF: Any questions?

2 CHAIR R. KENNEY: No, thank you.

3 JUDGE WOODRUFF: Okay. Thank you.

4 MS. DALE: Before we conclude, I would just like
5 to say that, to the extent that Staff did not address anyone
6 else's position on certain issues, it is because we have no
7 position.

8 JUDGE WOODRUFF: Well, that's -- everybody's had
9 their shot. Does anybody wish to respond to anything that
10 Staff just added?

11 Okay. Well, then, thank you all for coming.
12 And -- I'm sorry.

13 MR. BRADY: I just have a question or
14 clarification.

15 JUDGE WOODRUFF: Come on up so you can be on
16 the --

17 MR. BRADY: Sure. Sean Brady with Wind on the
18 Wires. I guess one question I had was I saw that Ameren
19 Missouri had circulated some red-lined language of the proposed
20 rule. Was that already filed with part of your testimony? Was
21 that -- or your comments? Or was this new that was presented
22 today?

23 MS. TATRO: It was consistent with what was -- it
24 was consistent with what was filed earlier. I think there
25 might have been one additional change.

1 MR. MICHELS: There were a few additional changes.

2 MS. TATRO: But they were all discussed by the
3 testimony that Mr. Michels and Mr. Miller gave.

4 JUDGE WOODRUFF: Do you need a copy of that?

5 MR. BRADY: I do have a copy of it. I guess the
6 only thing I was going to ask is if -- I don't know if there
7 are other -- other -- new documents that were added with new
8 information, if parties should be allowed the opportunity to
9 respond to -- that's the first time we're seeing the language
10 edits today, if we would be given the opportunity to provide a
11 written response to that.

12 JUDGE WOODRUFF: I really can't, because my time
13 frame for creating the rule now, drafting the final Commission
14 order starts as soon as this hearing is done. I only have
15 59 days. So, no, I really can't allow any further responses
16 beyond today.

17 MR. BRADY: Okay. Thank you very much.

18 JUDGE WOODRUFF: Okay. With that, is there
19 anything else anyone else wants to add?

20 All right. Then we are adjourned. Thank you.

21 (Off the record.)
22
23
24
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