

**STATE OF INDIANA
INDIANA UTILITY REGULATORY COMMISSION**

IN THE MATTER OF THE APPEAL TO THE)
INDIANA UTILITY REGULATORY)
COMMISSION FROM THE CONSUMER)
AFFAIRS DIVISION OF THE RULING ON)
COMPLAINT BY MORTON SOLAR & WIND,)
LLC AGAINST VECTREN UTILITY) CAUSE NO. 44344
HOLDINGS, INC. d/b/a VECTREN ENERGY)
DELIVERY OF INDIANA – SOUTH)
)
)

FILED
November 18, 2013
INDIANA UTILITY
REGULATORY COMMISSION

**Direct Testimony of
Kimberly Litkenhus**

**On Behalf of
The Town of Chrisney, Lincoln Heritage Public Library, and the
Customer Group**

November 18, 2013

1 **1. INTRODUCTION AND PURPOSE OF TESTIMONY**

2 **Q Please state your name and business address.**

3 **A** My name is Kimberly Litkenhus. I am the Clerk-Treasurer for the Town of
4 Chrisney. My business address Town of Chrisney, 22 E. Chesnut St., Chrisney,
5 IN 47611.

6 **Q On whose behalf are you testifying in this case?**

7 **A** On behalf of the Town of Chrisney, the Lincoln Heritage Public Library, and in
8 support of the Complaint filed against Vectren by Morton Solar.

9 **Q Have you ever previously testified in front of the Indiana Utility Regulatory**
10 **Commission?**

11 **A** No.

12 **Q Are you sponsoring any exhibits with your testimony?**

13 **A** Yes. Attached to my testimony as **Exhibit A** is a copy of a “Two and One Half
14 Year Minimum Use Contract for Electric Service” that Vectren required the Town
15 to sign in order to obtain electricity service to the Lincoln Heritage Public Library
16 in Chrisney, along with a copy of Vectren’s tariff at the time and a diagram of the
17 project.

18 Attached as **Exhibit B** are several emails between the Architect on the
19 Project, William Brown, our town attorney at the time, Jack Robinson, Vectren
20 representatives, and me.

21 Attached as **Exhibit C** is a letter from Vectren from August 30, 2011,
22 demanding payment under the “Minimum Use” contract.

23 Attached as **Exhibit D** is an email we received from Brad Morton in 2010,
24 along with attachments, indicating the Library would be eligible to sell its
25 renewable energy credits.

1 **Q Has the Town of Chrisney ever hired Morton Solar to design or install a**
2 **solar or wind power generation project?**

3 **A** Yes.

4 **Q Please describe the project.**

5 **A** In 2008, the Town of Chrisney decided to build a public library. The project was
6 undertaken as a partnership between the Town and an existing certified public
7 library in our community, the Lincoln Heritage Public Library located in Dale,
8 Indiana – approximately twelve miles from Chrisney. Pursuant to the terms of a
9 Memorandum of Understanding between the two entities, Chrisney would provide
10 funding to actually construct the facility. Once the project was complete,
11 ownership and management of the new library would be turned over to Lincoln
12 Heritage.

13 We decided that one feature of the project should be that the Library
14 would be designed to be highly energy-efficient. The Town hired an architect by
15 the name of William Brown to design the Library with energy efficiency in mind.
16 Through a bidding process, we also hired Morton Solar to install solar panels to
17 provide some of the Library's power. The plan was that this photovoltaic system
18 would be connected with Vectren's grid to offset the Library's energy needs.

19 **Q Did you have any trouble getting interconnected with Vectren's grid?**

20 **A** Yes. As construction was proceeding, we contacted Vectren to request power to
21 the site. However, we were advised by Vectren that the cost to interconnect
22 would be \$7,509.00. We were frankly shocked at that price. However, because
23 the Library would produce some of its own power, Vectren required that we either
24 pay that money up front or that the Town sign a "Minimum Use" contract.

25 **Q Did the Town sign the contract?**

26 **A** Yes. As the emails from Mr. Brown show, the project site needed power so that
27 construction could proceed. Vectren is the only electric utility in the area, so we
28 had no choice.

1 **Q Did the town eventually have to pay any portion of the \$7,509.00 under the**
2 **Contract?**

3 **A** Yes. As shown on the letter from Anne-Marie Dougan at Vectren, Vectren only
4 received revenues from the library of \$1,250.04 over the two-and-a-half year term
5 of the Contract. So, we were required to pay the remaining balance of \$6,249.96.

6 **Q Did the town think this was unfair?**

7 **A** The amount seemed extreme to us. I have no personal knowledge of whether
8 other, similar public works projects would have been required to sign this type of
9 Minimum Use Contract, or whether we were singled out because of our solar unit.
10 I assume that is something the Utility Regulatory Commission would have some
11 experience with.

12 However, I do know that our town attorney, Mr. Robinson, maintained a
13 file on this incident and suggested we file suit against Vectren. However, until
14 this case was filed by Morton Solar, we did not feel we could justify the expense
15 of litigation.

16 **Q Did you suffer any other financial losses as a result of anything Vectren did?**

17 **A** Mr. Morton could probably better address this issue. However, in 2010, I
18 received an email from Mr. Morton indicating that Indiana electricity customers
19 with grid-tied solar units were now eligible to sell renewable energy credits to
20 utilities in Ohio. According to the information in Mr. Morton's email (attached as
21 **Exhibit D**), the Library would be able to sell a 10-year contract for its credits for
22 a lump-sum payment of \$10,235.

23 **Q Was the Town or Library ever able to take advantage of that opportunity?**

24 **A** No. My understanding from Mr. Morton is that a customer must have a signed
25 interconnection agreement from a public utility in order to sell the customer's
26 credits.

1 **Q Has the Town ever been provided a signed interconnection agreement from**
2 **Vectren?**

3 **A** Not to my knowledge.

4 **Q What would you like the Commission to do in this case?**

5 **A** If the Town and Library were singled out for different treatment simply because
6 of our solar unit, we would like the Commission to order Vectren to refund the
7 \$6,249.96 we paid in September of 2011, plus interest.

8 In addition, the Town would like Vectren to pay an amount equivalent to
9 the value of the energy credits the Library was unable to sell because of Vectren's
10 failure to return a signed interconnection agreement.

11 To the extent other customers were harmed, we would ask this
12 Commission to order Vectren to compensate them, as well.

13 Finally, to the extent Vectren violated Commission rules or applicable
14 statutes, we would ask that Vectren be subject to any available penalties.

15 **Q Does this conclude your testimony?**

16 **A** Yes, it does.

VERIFICATION

I, Kimberly Litkenhus, affirm under penalties of perjury that the foregoing representations are true and correct to the best of my knowledge, information and belief.

Kimberly Litkenhus

Date

Electric WO # 08585646230

Acct # 01-300111443-1270168

Account Manager: AMD

**TWO AND ONE HALF YEAR MINIMUM USE CONTRACT
FOR ELECTRIC SERVICE**

This 28th day of October, 2008, for valuable consideration, receipt of which is hereby acknowledged, Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc. (referred to hereinafter as COMPANY), and Town of Chrisney (referred to hereafter as CUSTOMER), (and collectively referred to hereafter as the PARTIES), enter into this Two and one half Year Minimum Use Contract for Electric Service (referred to hereafter as AGREEMENT):

SECTION 1

- (a) COMPANY agrees to install Electric facilities to serve new Electric load, to be served as a Electric Service account, at 228 E. North Street (Library) , Chrisney, Indiana, as described in the attached "Exhibit A".
- (b) COMPANY agrees and represents that the actual cost to provide Electric Service as that term is defined in the Tariff, including labor and materials, to the facilities specified in paragraph 1 (a) will be Seven Thousand Five Hundred Nine Dollars (\$7,509.00). This amount shall be the "Minimum Electric Purchase Requirement." COMPANY agrees that the cost of installation work includes without limitation all necessary permits and inspections, if any, and all other items necessary to commence operations.

SECTION 2

- (a) CUSTOMER agrees to pay for the Electric Service in accordance with the COMPANY's "DGS Demand Genral Service" rate tariff (a copy of which is attached hereto as Exhibit B and incorporated herein by reference), plus any charges arising under the applicable tariffs and in accordance with such amendments thereto as may be filed with and approved by the Indiana Utility Regulatory Commission (IURC).
- (b) CUSTOMER agrees that CUSTOMER's "Baseline Electric Purchase" shall be Customer's total expenditures for Electric Service for the facilities located at _____, (Acct# _____), for the twelve billing months immediately preceding completion of the work specified in paragraph 1(a), multiplied by two and one half.
- (c) CUSTOMER agrees that its total purchases of Electric Service during the term of this Agreement, less CUSTOMER's Baseline Electric Purchase, shall be equal to or greater than the Minimum Electric Purchase Requirement, which is set out in

section 1 (b) above.

- (d) If the CUSTOMER fails to meet the Minimum Electric Purchase Requirement then CUSTOMER agrees that COMPANY will bill CUSTOMER and CUSTOMER will pay COMPANY the difference between the Minimum Electric Purchase Requirement specified above and the amount of Electric Service actually purchased by the customer over and above the Baseline Electric Purchase during this two and one half (2-1/2) year time period PLUS any charges arising under the applicable tariffs with CUSTOMER, with such bill to be provided to CUSTOMER no later than six (6) weeks after the end of the 2-1/2 year period that begins on the date of completion of the work specified in SECTION 1 (a). CUSTOMER's payment of that bill shall be received by COMPANY within thirty days after the date of the bill. If CUSTOMER should fail to pay the bill tendered by COMPANY for payment, CUSTOMER shall be liable to COMPANY for the amounts owed under this Contract, plus interest on the unpaid amount at the rate of one and one-half percent per month or the highest percentage allowed by law, whichever is less, plus reasonable attorney's fees, costs and expenses incurred by COMPANY to collect the amounts owed.
- (e) If the CUSTOMER terminates its Electric Service prior to the end of the two and one half year time period described in Section 2 (d), above, CUSTOMER agrees to pay COMPANY immediately a sum equal to the difference between the Minimum Electric Purchase Requirement specified in SECTION 1 (b) of this Agreement and the actual amount of Electric Service purchased from COMPANY over and above the Baseline Electric Purchase, plus any charges arising under the applicable tariffs. Upon completion of this Two and one half Year Minimum Use Contract Customer shall continue to receive Electric Service under the Tariff rate set out above, until such time as the PARTIES agree that the Customer is eligible to receive Electric Service under a different Tariff rate.
- (f) CUSTOMER agrees to pay to COMPANY the full amount set out in SECTION 1 (b), plus any charges arising under the applicable tariffs if CUSTOMER prevents COMPANY from completing the work specified in SECTION 1 (a).

SECTION 3

The PARTIES agree

- a) That this Contract shall be for Electric Services for a term of Two and One Half Years (2-1/2) from the date COMPANY completes the work specified in SECTION 1 (a) ("Term").
- b) That the COMPANY will supply and CUSTOMER will purchase from the COMPANY all the Electric Service for the operation of CUSTOMER's facilities within COMPANY's service territory.

- c) That the Electric Service to be supplied by COMPANY pursuant to this Agreement shall be alternating current, 1 phase, sixty cycles per second, at approximately 120 / 240 volts. Delivery shall be made at one mutually agreeable point upon the CUSTOMER's premises. It shall be metered by meters furnished, installed and maintained by the COMPANY. A location for the metering equipment, suitable to the COMPANY, shall be provided by the CUSTOMER and adequate protection afforded to avoid damage thereto, tampering, or interference with such metering equipment. The COMPANY shall make periodic tests of its meters and keep them within standards of accuracy set out in the regulations of the IURC.
- d) That the Electric Service supplied herein is for the sole use of the CUSTOMER, for the purpose aforesaid, and shall not be transmitted elsewhere or shared or resold, or used as auxiliary or standby as to any other source of supply except as may be herein specifically agreed to by the PARTIES.
- e) That the Electric Service provided by COMPANY shall be subject to the COMPANY's general terms and conditions applicable to Electric Service filed with the Indiana Utility Regulatory Commission and any amendments thereto. A copy of the general terms and conditions is found at www.in.gov/iurc.
- f) That except for rates and charges for the rate tariff specified in Section 2 (a) payable by the CUSTOMER, neither PARTY shall be liable to the other for damages for any act, omission or circumstance occasioned by or in consequence of any Act of God, labor disturbance, act of public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment or by any other cause or causes beyond such PARTY's reasonable control, including any curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either PARTY hereto.
- g) That this Agreement shall not be binding upon the COMPANY until such time as it is executed by one of its Executive Officers.
- h) That the Electric Service shall be governed by COMPANY's Tariff and standard Electric rules and regulations as filed with the Indiana Utility Regulatory Commission and any amendments thereto. A copy of these rules and regulations will be furnished to the CUSTOMER upon request.
- i) That this Agreement inures to and binds the heirs, administrators, successors and assigns of the PARTIES. This Agreement may not be transferred by CUSTOMER without COMPANY's prior written consent.
- j) That this Agreement constitutes the entire understanding between the PARTIES as to the subject matter referred to and terminates and supersedes any prior written or unwritten understanding relating to the subject matter referred to. The

PARTIES do not intend that there be any third PARTY beneficiaries of this Agreement.

- k) That this Agreement may be altered or amended only by a written document signed by both PARTIES. The failure to enforce any provision or obligation under this Agreement shall not constitute a waiver or serve as a bar to subsequent enforcement of such provision or any other provision under this Agreement.
- l) That all provisions which contemplate or provide for any act or activity following the effective date of termination or expiration shall survive termination or expiration until such time as those provisions have been fulfilled or satisfied. Termination of this Agreement shall not release either PARTY from any liability which at the time of termination PARTY has already arisen or which thereafter may arise.
- m) That this Agreement is to be construed in accordance with the laws of the State of Indiana without regard to its conflict of laws or choice of law principles that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Any dispute shall be subject to the jurisdiction of Indiana courts and venue of any such contest shall be Vanderburgh County, Indiana. All remedies are intended to be cumulative and in addition to all other remedies available to a PARTY at law or in equity.
- n) That in the event one PARTY must enforce any obligations of another PARTY, the successful PARTY in any litigation shall be entitled to recover its reasonable attorney's fees and expenses.
- o) That if any provision of this Agreement is held invalid by any tribunal in a final decision, such provision shall be deemed modified to eliminate the invalid element, and, as so modified, such provision shall be deemed a part of this Agreement. If it is not possible to modify any such provision to eliminate the invalid element, such provision shall be deemed eliminated from this Agreement. The invalidity of any provision of this Agreement shall not affect the force and validity of the remaining provisions.
- p) That all notices or written consents to be given by either PARTY to the other may be effected by registered or certified mail, return receipt requested, or overnight delivery by an established carrier. When mailed, notices or written consents shall be addressed to the PARTIES at the addresses appearing below, unless a PARTY has notified the other PARTY of a change in address. Notice shall be considered communicated, and consent shall be considered given, as of the date it is actually received.
- q) That this Agreement may be executed in multiple counterparts, each of which shall be an original for all purposes. Such duly executed counterparts shall, collectively, constitute one Agreement.

r) That the PARTIES will promptly execute and deliver any and all other instruments which may be necessary to consummate this Agreement and/or necessary to curc any defect in the execution and delivery of this Agreement and the documents referenced herein.

The following exhibits are attached and incorporated by reference:

Exhibit A	Description of Property
Exhibit B	Rate/Tariff

WITNESS the signatures of authorized representatives of the PARTIES:

Southern Indiana Gas and Electric Company	Town of Chrisney
Vectren Energy Delivery of Indiana, Inc.	

L. Douglas Petitt
Vice President Marketing and Conservation

By: *Neal B. Dokigan*
Neal B. Dokigan
Customer Signature Name & Title
(Printed or Typed)

President of Town Council
(Its)

Southern Indiana Gas and Electric Company D/B/A
 Vectren Energy Delivery of Indiana, Inc. (Vectren South)
 Tariff for Electric Service
 I.U.R.C. No. E-12

Sheet No. 15
 Original Page 1 of 2

RATE DGS DEMAND GENERAL SERVICE

AVAILABILITY

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

APPLICABILITY

This Rate Schedule shall be applicable to any Non-Residential Customer with a Maximum Demand of more than 10kW for light and/or power requirements supplied through one light meter and/or one power meter, or at the option of Company, through a single meter for lighting and power, who elects service hereunder.

CHARACTER OF SERVICE

Service provided hereunder shall be alternating current, sixty hertz, single or three phase, nominal voltages 120/240, 120/208, 240, 277/480, 480 volts, or any other mutually agreed upon voltages.

RATES AND CHARGES

The monthly Rates and Charges for service hereunder shall be:

Customer Facilities Charge:

\$11.00 per month

Demand Charge:

The monthly charge for the first 10 kW of Billing Demand is included in the Energy Charge below:

All Billing Demand in excess of 10 kW \$4.30 per kW.

Energy Charge:

\$0.11195 per kWh for the first 1,000 kWh used per month
 \$0.07733 per kWh for the next 14,000 kWh used per month *
 \$0.04797 per kWh for all additional kWh used per month

*For Billing Demand in excess of 10 kW add 300 kWh per kW of such excess to this rate usage step.

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Facilities Charge plus the Demand Charge.

TRANSFORMER OWNERSHIP DISCOUNT

This discount is available to Customers with Billing Demands exceeding 100 kW, when Customer owns, operates and maintains all transformer facilities and receives service at Company's available primary voltage. Customer's current monthly bill will be decreased nineteen cents (\$0.19) per kW of Billing Demand.

Effective: August 17, 2007

Southern Indiana Gas and Electric Company D/B/A
 Vectren Energy Delivery of Indiana, Inc. (Vectren South)
 Tariff for Electric Service
 I.U.R.C. No. E-12

Sheet No. 15
 Original Page 2 of 2

RATE DGS
DEMAND GENERAL SERVICE
 (Continued)

Appendices:

The following Appendices shall be applied monthly:

- Appendix A – Fuel Adjustment Clause
- Appendix B – Demand Side Management Adjustment
- Appendix G – Qualified Pollution Control Property – Multi-Pollutant Construction Cost Adjustment
- Appendix H – Qualified Pollution Control Property – Multi-Pollutant Operating Expense Adjustment
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment

Riders:

The following Riders are available to qualified Customers:

- Rider IP-2 – Interruptible Power Service
- Rider IO – Interruptible Option Rider
- Rider NM – Net Metering Rider
- Rider DLC – Direct Load Control Rider

Other Charges:

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

DETERMINATION OF BILLING DEMAND

The Billing Demand for the current month shall be the average load in Kilowatts during the 15-minute period of maximum use in such month, as determined by suitable instruments installed by Company, but not less than 60% of the highest metered demand established during the 12 months preceding the billing date.

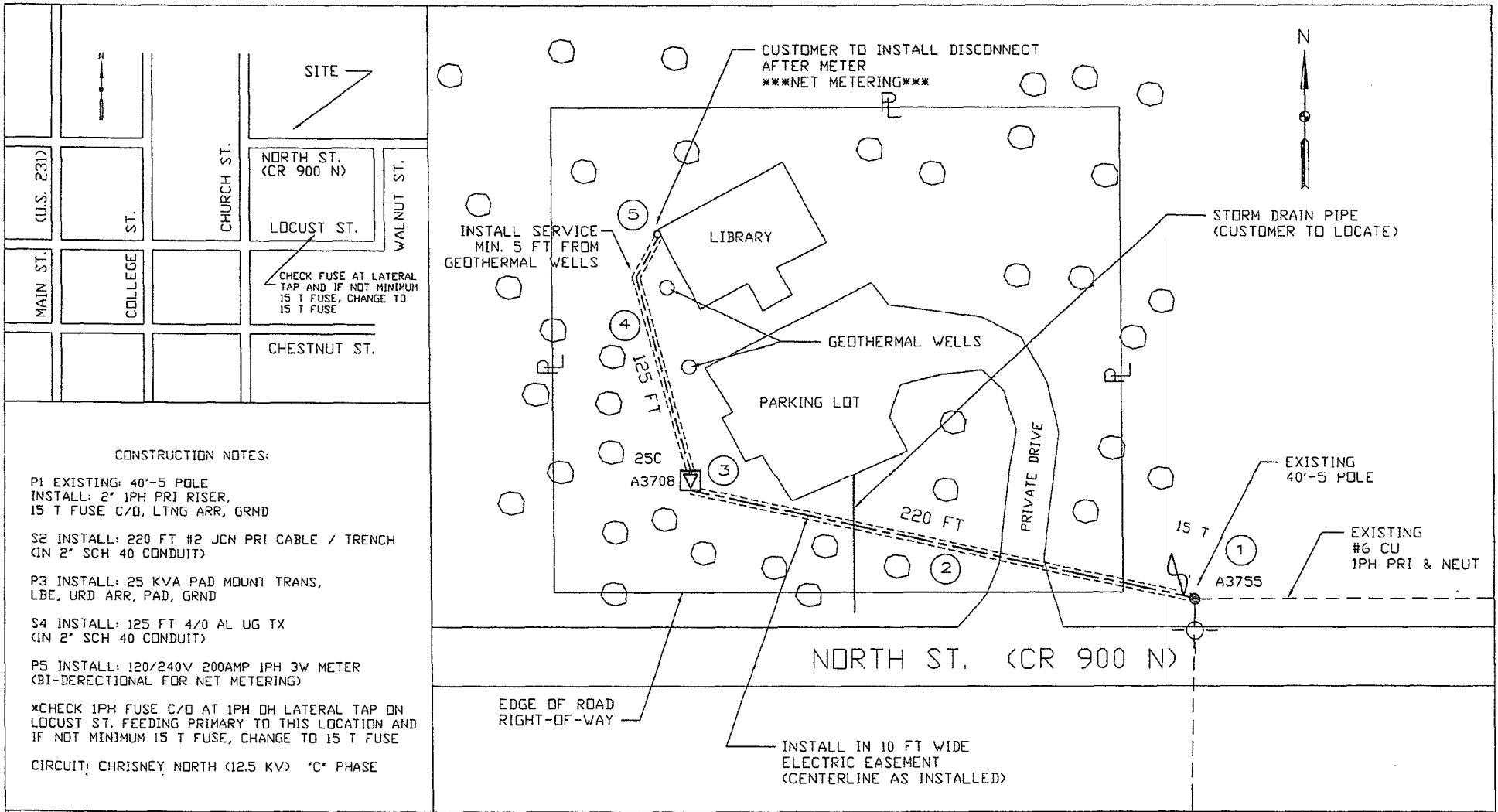
SEPARATE METERING

When the lighting and power demands are metered separately, the Maximum Demand of the Month shall be the arithmetical sum of the highest demands of each meter. The energy use of the lighting and power meters shall be added.

TERMS AND CONDITIONS OF SERVICE

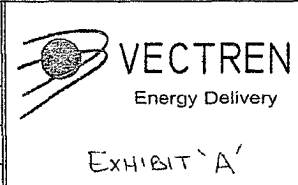
Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

Effective: August 17, 2007



BY: J. PARKER DATE: 8/26/08
 DWN: J. PARKER DATE: 8/26/08
 ***VERIFY CIRCUIT NAME AND
 SOURCE WITH ELECTRIC OPERATIONS
 BEFORE STARTING CONSTRUCTION.***

CITY OF CHRISNEY
 228 E. NORTH ST., CHRISNEY
 COUNTY: SPENCER
 TOWNSHIP: GRASS
 SCALE: 1"=60'



VECTREN ENERGY DELIVERY
 EVANSVILLE, INDIANA
 ELECTRIC DRAWING

V.D. # 08585646230
 DWG. NO. 1 OF 1

KL - Exhibit A

Date: Tue, 28 Oct 2008 15:34:13 -0400
From: "Bill Brown" <bbrown@bdmd.com>
Reply-to: <bbrown@bdmd.com>
To: "Kim Litkenhus" <klitkenhus@ms1.nspencer.k12.in.us>, "John Graham" "
Subject: Vectren
Kim and John,

After speaking to you, Kim, I called Ann Marie Dougan at Vectren.

She said she sent the form to John that needs to be signed stating somebody will pay the \$7509 if enough electricity is not purchased in 2.5 years. You also need to provide proof of property insurance, which doesn't sound like it will be a problem. She has a meeting with her bosses tomorrow and I told her that this will be a famous project as the first net-zero-energy public building in Indiana and Vectren may want to participate in that publicity by becoming a major donor for . . . say . . . \$7500?

We will see where that gets us. In the meantime, have somebody sign the form so we can get powered up.

Thank you.

Bill

William M. Brown, AIA, LEED AP

Associate Partner

Browning Day Mullins Dierdorf Architects

626 North Illinois Street

Indianapolis, IN 46204

317-635-5030

www.bdmd.com

12

To: John Graham (jcgraham@psci.net); Kim Litkenhus
Cc: 'Jeromy Giles'
Subject: Vectren

John,

I usually don't get involved in electric service, but this is getting serious. After you called me Friday I called Ann Marie Dougan at Vectren to discuss the unique nature of Chrisney Library and why it would be complicated to show proof of insurance and why it would not make sense for the future owner to pay for installation charges if they did not purchase an offsetting amount of power.

She said she would talk to her supervisor. I have not heard from them today and I put in a follow up call this morning.

Have you heard anything? Perhaps a call or two from your end will help move them along. It probably would not be impossible for somebody to come up with proof of insurance, since Craftsman is required to have builders risk insurance, if that's what it takes to get the power on. It is important to get permanent heat in the building to condition the materials and keep the humidity normal.

Let me know if you hear anything. I will keep calling.

Bill

William M. Brown, AIA, LEED AP

Associate Partner

Browning Day Mullins Dierdorf Architects

626 North Illinois Street

Indianapolis, IN 46204

317-635-5030

www.bdmd.com

KL - Exhibit B

This was emailed to Kim
Littkenhaus on 8-31-11
for her review.
Kimberly@psei.net



Date: Tuesday, August 30, 2011 6:27 PM
From: Dougan, Ann-Marie E. <ADougan@Vectren.com>
To: robinsonlaw@roadrunner.com
Subject: FW: Chrisney Library

Mr. Robinson,

Please find attached a letter and offset calculation for the Library for the Town of Chrisney. They should receive a miscellaneous billing order along with these two documents within the next day or so.

Sorry for any confusion.
Ann-Marie


-----Original Message-----

From: GlobalScan 2.0
Sent: Tuesday, August 30, 2011 8:24 AM
To: Dougan, Ann-Marie E.
Subject: Chrisney Library

GlobalScan document sent from .

DISCLAIMER:

+++The information transmitted is intended only for designated recipient(s) and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and do not retain but destroy any copies of this document.+++.

 20110830091750.pdf



August 30, 2011

Town of Chrisney
Attn: Mr. John Grant
228 E North Street
Chrisney, IN 47611

Re: Contract for Line Extension dated October 28, 2008

Dear Mr. Grant:

On October 28, 2008 an agreement was entered into for a Three Year Minimum Usage contract for Utility Service ("Agreement") with Vectren Energy Delivery ("Utility"), which obligated Utility to extend service to the property located at 228 E North Street (Library), Chrisney, IN and obligated you to a minimum usage amount of utility service which would deliver at least \$7,509.00 in revenues, the amount necessary to cover the cost of the extension.

Utility recently conducted an audit of your account and the results are shown on attached Exhibit A. The term of the Agreement expired on May 28, 2011. According to the Agreement, the amount of revenues you were to deliver was \$7,509.00 and, according to the audit, the amount of revenues you delivered were \$1,250.04, resulting in the offset owed of \$6,249.96.

Please mail a check payable to Vectren Energy delivery within 14 days of this letter. If you have any questions or concerns about this balance, please contact me at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Ann-Marie Dougan".

Ann-Marie Dougan
Regional Sales Manager
VECTREN
(812-491-4604)

Cc: Mr. Jack Robinson
file

Title Service Summary
 Account N: TOWN OF CHRISNEY
 Address 228 E NORTH ST,CHRISNEY,IN 47611
 Account N: 1.30011E+16

Disclaimer The information contained in this file is intended for the personal and confidential use of the recipient(s) named above. Any unauthorized use is prohibited.

Meter Num	Bill Date	Billing Day:	Electricity t	Electric Ch	Demand (KV	Billing Deman	Other Char	Total Current	Charges
S0274652	6/30/2011	33	-576	(\$69.32)	0	\$0.00	(\$4.86)	(\$74.18)	\$7.50
S0274652	5/31/2011	29	-460	(\$53.64)	0	\$0.00	(\$3.75)	(\$57.39)	\$7.50
S0274652	3/30/2011	30	130	\$24.70	0	\$0.00	\$1.72	\$26.42	
S0274652	2/28/2011	28	451	\$66.04	0	\$0.00	\$4.63	\$70.67	
S0274652	1/31/2011	30	939	\$128.34	0	\$0.00	\$8.99	\$137.33	
S0274652	12/30/2010	34	739	\$102.53	0	\$0.00	\$7.17	\$109.70	
S0274652	11/30/2010	28	-172	(\$14.48)	0	\$0.00	(\$1.01)	(\$15.49)	\$7.50
S0274652	10/29/2010	29	-589	(\$67.13)	0	\$0.00	(\$4.71)	(\$71.84)	\$7.50
S0274652	10/1/2010	32	-586	(\$66.80)	0	\$0.00	(\$4.67)	(\$71.47)	\$7.50
S0274652	8/31/2010	30	-359	(\$37.86)	0	\$0.00	(\$2.64)	(\$40.50)	\$7.50
S0274652	7/30/2010	32	-493	(\$53.16)	0	\$0.00	(\$3.71)	(\$56.87)	\$7.50
S0274652	6/30/2010	31	-571	(\$62.90)	0	\$0.00	(\$4.40)	(\$67.30)	\$7.50
S0274652	5/28/2010	28	-571	(\$63.19)	0	\$0.00	(\$4.41)	(\$67.60)	\$7.50
S0274652	3/30/2010	30	61	\$14.89	0	\$0.00	\$1.04	\$15.93	
S0274652	2/26/2010	28	461	\$63.96	0	\$0.00	\$4.47	\$68.43	
S0274652	1/29/2010	34	736	\$100.06	0	\$0.00	\$7.00	\$107.06	
S0274652	12/31/2009	30	463	\$65.58	0	\$0.00	\$4.59	\$70.17	
S0274652	11/30/2009	24	-210	(\$20.15)	0	\$0.00	(\$1.41)	(\$21.56)	\$7.50
S0274652	11/2/2009	35	-225	(\$21.46)	0	\$0.00	(\$1.50)	(\$22.96)	\$7.50
S0274652	9/30/2009	30	-430	(\$47.45)	0	\$0.00	(\$3.33)	(\$50.78)	\$7.50
S0274652	8/31/2009	29	-460	(\$50.88)	0	\$0.00	(\$3.55)	(\$54.43)	\$7.50
S0274652	7/31/2009	33	-479	(\$51.49)	0	\$0.00	(\$3.60)	(\$55.09)	\$7.50
	6/30/2009							(\$53.85)	\$7.50
	5/31/2009							(\$77.91)	\$7.50
	4/30/2009							(\$74.03)	\$7.50
	3/31/2009							(\$63.53)	\$7.50
	2/28/2009							\$3.36	
	1/31/2009							\$136.62	
	12/31/2008							\$106.65	
	11/30/2008							\$271.70	
	10/31/2008								
						Meter			\$135.00
						Total Paid		\$1,124.04	

Total Revenue Applied	\$1,259.04
-----------------------	------------

Contract	\$7,509.00
----------	------------

Amount Owed	\$6,249.96
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J. David Agnew

From: Brad Morton [bmorton@mortonenergy.com]
Sent: Monday, December 13, 2010 12:24 AM
To: klitkenhus@ms1.nspencer.k12.in.us
Subject: Solar Renewable Energy Credits
Attachments: Sol Annuity_1 sheet.pdf; Sol Upfront_1 sheet.pdf; Sol Pricing November 2010.pdf

Kim,
I have some good news for you.
Solar energy system owners in Indiana are now eligible to sell their Solar Renewable Energy Credits (SREC's) to other states.
What this means is that the Chrisney Library can take an upfront payment for the next 10 years of credits, or can take quarterly payments depending on the amount of energy produced by your system.
For your system, the upfront payment would be \$10,235 and this would be for 10 years worth of credits.
If the quarterly payments are chosen, the amount would be \$200 per MWh produced and a 5 year contract is required.
Last year your system produced approx. 14,000 Kwh or 14 Mwh. So, your payments would have been \$2800 for the year.
How to get started?
With your approval, I will start the qualification process.
We are now a Platinum Provider with Sol Systems out of Washington DC who is a broker for SREC's.
I believe that you will get paid for the energy you have already produced as well.
Let me know...
Best Regards,
Brad Morton
Morton Solar & Wind, LLC
Evansville, Indiana
(812)402-0900

Sol Annuity

A long-term solution that gives you guaranteed prices for your SRECs. You will receive a fixed, quarterly payment for each SREC produced for a five year term.

Why Sol Annuity:

Most residential and commercial system owners have limited options for selling their SRECs. While spot market trading is sometimes available, changes in SREC supply and demand, and reductions in Alternative Compliance Payments create market volatility and declining SREC values. Sol Annuity eliminates this volatility and provides you with guaranteed pricing and timely payments, maximizing the value of your SRECS and providing the cash flow necessary to pay down solar installation costs or make solar financing payments.

Product Features:

- **Fixed Prices:** You receive reliable cash flow even when spot market prices fall.
- **Long-Term Stability:** You receive the same SREC rate for the five year contract term.
- **Frequent Payments:** You get paid each quarter.

How It Works:

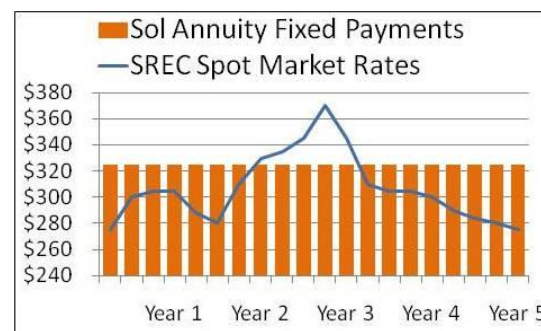
Lock Your Rate

Once you sign up with Sol Systems, we will lock in your SREC rate and handle all registration details. Registration can take a couple of months since your system needs to be registered with state regulatory agencies and an SREC trading platform.

Receive Payments

You will begin receiving payments 2-3 months after your system has been registered. The payment will be based on the number of full SRECs produced during each quarter.

For example, a system that produces 1 SREC/quarter at a fixed rate of \$325/SREC would generate \$6,500 over a five year period.



Sol Pricing –November 2010

Sol Upfront Payment Pricing		
State	\$/kW	Term
Delaware	\$1,250	10
District of Columbia	\$1,150	10
Indiana	\$1,150	10
Kentucky	\$1,150	10
Maryland	\$1,250	10
Massachusetts	n/a	n/a
Michigan	\$1,150	10
New Jersey	\$1,700	5
North Carolina (PJM only)	\$1,100	10
Ohio	\$1,150	10
Pennsylvania	\$1,300	10
Virginia	\$1,100	10
West Virginia	\$1,150	10

Sol Annuity (Production Based) Payment Pricing		
State	\$/SREC	Term
Delaware	\$250	5
District of Columbia	\$290	5
Indiana	\$200	5
Kentucky	\$200	5
Maryland	70% of ACP	5
Massachusetts	\$275	5
Michigan	\$200	5
New Jersey	\$475	5
North Carolina (PJM only)	\$200	5
Ohio	\$240	5
Pennsylvania	\$265	5
Virginia	\$200	5
West Virginia	\$200	5

Sol SREC 3 (Production Based) Payment Pricing		
State	\$/SREC	Term
Massachusetts	\$375	3
New Jersey	\$550	3
Ohio	\$303	3
Pennsylvania	\$303	3

Sol Upfront

An upfront, lump-sum payment for your SRECs. You will get immediate financing for your solar energy system and eliminate all risk associated with fluctuating markets and SREC prices.

Why Sol Upfront:

Homeowners and businesses who want to own a solar energy system are typically required to provide cash out of pocket to pay for installation costs. Depending on the system size, these costs can be in the thousands (or millions) of dollars. Sol Upfront helps reduce your out of pocket costs by giving you an immediate lump-sum payment that is based on the size (kW) of your system. Depending on the state, this payment can represent between 10-25% of total system costs.

Features:

- **Upfront Payment:** You get paid immediately for 10 years worth of SRECs (5 years in NJ).
- **Eliminates All Market Risk:** You do not have to worry about the uncertainty of fluctuating market prices.
- **Best-in-Class Customer Service:** Sol Systems has a knowledgeable, friendly staff dedicated to offering you a seamless SREC transaction process.

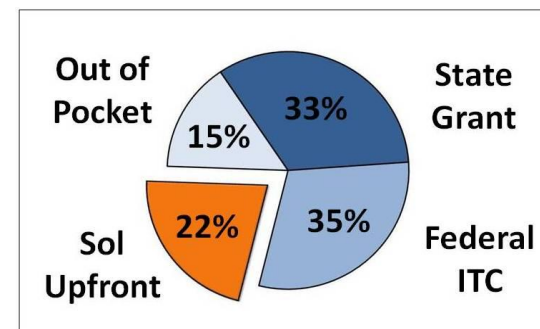
How it Works:

Lock Your Rate

Once you sign up, we will lock in the amount of your upfront payment. SREC prices for new contracts may change on the 1st of each month.

Receive Payment

Once your system has been properly registered and certified, you will receive your payment. You will also have the option to assign the upfront payment to your installer so the installer can reduce the cost of your installation.



**STATE OF INDIANA
INDIANA UTILITY REGULATORY COMMISSION**

**IN THE MATTER OF THE APPEAL)
TO THE INDIANA UTILITY)
REGULATORY COMMISSION)
FROM THE CONSUMER AFFAIRS)
DIVISION OF THE RULING ON)
COMPLAINT BY MORTON SOLAR) CAUSE NO. 44344
& WIND, LLC AGAINST VECTREN)
UTILITY HOLDINGS, INC. d/b/a)
VECTREN ENERGY DELIVERY OF)
INDIANA – SOUTH)**

**AFFIDAVIT OF WILLIAM BROWN, ARCHITECT FOR THE
TOWN OF CHRISNEY PUBLIC LIBRARY PROJECT**

I, William Brown, being first duly sworn upon my oath states as follows:

1. I am currently the Director of Sustainability for Indiana University.
2. However, in 2008, I was the architect in charge of the Public Library project being built by the Town of Chrisney. The Library was designed to be highly energy efficient library.
3. I have been advised that Vectren quoted the Town a price to install electrical service to the building would be approximately \$7,900.00. I do not recall the specific amount, but I do recall that the size of the installation cost was a surprise to those of us working on the project. There had been an expectation – either based on discussions with Vectren or based on past experience – that there would be no charge.
4. To my knowledge, Vectren never provided the Library with a signed interconnection agreement.
5. AFFIANT SAYETH FURTHER NOT.

**I HEREBY SWEAR AND AFFIRM UNDER PENALTIES OF PERJURY THAT
ALL OF THE FORGOING REPRESENTATIONS ARE TRUE.**

WILLIAM BROWN

A handwritten signature in black ink, appearing to read "Walt Brown", is written over a horizontal line.

**STATE OF INDIANA
INDIANA UTILITY REGULATORY COMMISSION**

IN THE MATTER OF THE APPEAL TO THE)
INDIANA UTILITY REGULATORY)
COMMISSION FROM THE CONSUMER)
AFFAIRS DIVISION OF THE RULING ON)
COMPLAINT BY MORTON SOLAR & WIND,)
LLC AGAINST VECTREN UTILITY) CAUSE NO. 44344
HOLDINGS, INC. d/b/a VECTREN ENERGY)
DELIVERY OF INDIANA – SOUTH)
)
)

**Direct Testimony of
Donya Bengert for
Haubstadt Elementary School
158 E, 1025 S.
Haubstadt, IN 47639**

**On Behalf of
The Vectren Customer Group**

November 18, 2013

1 **1. INTRODUCTION AND PURPOSE OF TESTIMONY**

2 **Q Please state your name and business address.**

3 **A** Donya Bengert. I am a third grade teacher at Haubstadt Community School
4 located at 158 E. 1025 S., Haubstadt, Indiana.

5 **Q On whose behalf are you testifying in this case?**

6 **A** I am testifying on behalf of the Vectren customers that have appeared in this case
7 as the Vectren “Customer Group.” I am also testifying generally in support of the
8 Complaint filed against Vectren by Morton Solar.

9 **Q Have you ever previously testified in front of the Indiana Utility Regulatory**
10 **Commission?**

11 **A** No.

12 **Q Has Haubstadt Community School ever hired Morton Solar to design or**
13 **install a solar or wind power generation project?**

14 **A** Yes.

15 **Q Please explain.**

16 **A** Beginning around 2008, as a class project, my third-grade class decided they
17 wanted to raise money to build a wind turbine system to provide some renewable
18 energy for the elementary school. It seemed like a great educational experience –
19 not only to learn about wind power and how energy is produced, but to learn
20 about fundraising and community involvement, as well.

21 The class and I went through the process of seeking grants or other
22 funding for the project, investigating vendors, learning about regulatory
23 requirements, and so forth. We decided to hire Morton Solar to design and install
24 the project at a cost of roughly \$25,000.

1 **Q How was the project funded?**

2 **A** The students and I applied for a grant through the Department of Energy.
3 However, one of the conditions of the Department of Energy the grant application
4 process was that we had to demonstrate the ability to fund at least 50% of the cost
5 of the project ourselves.

6 **Q Were your students able to raise half of the \$25,000 cost of the project?**

7 **A** Yes. Over a period of about a year-and-a-half, my students – ages 8 and 9 –
8 raised over \$12,000 for the project. With the matching grant money, that was
9 enough to have Morton Solar purchase and install the system.

10 **Q What happened after you raised the money?**

11 **A** Mr. Morton said it would take 4-6 weeks for the turbine to be delivered, and that
12 we needed to notify Vectren of the date of interconnection. So, I contacted
13 Vectren.

14 **Q What was Vectren's response?**

15 **A** Vectren said we would have to pay \$14,000 to connect our project to the grid. I
16 don't understand the technical reasons, but Mr. Morton was very upset. He told
17 me they could not justify that. He told me that he was running the cable all the
18 way to Vectren's interconnection point, and that there was nothing required but to
19 connect it.

20 **Q What was your reaction to Vectren's demand for \$14,000 to interconnect?**

21 **A** I was stunned. I could not believe it would be so expensive just to connect to the
22 grid – more than half the cost of the wind turbine itself. My class of 9-year-olds
23 had worked so hard to raise over \$12,000 for this project, and it looked like it was
24 going to be for nothing. The kids were heartbroken, and I was intending to take
25 the matter to the local media.

1 **Q How was the issue resolved?**

2 **A** Eventually, Vectren changed its mind and decided not to charge the \$14,000. I
3 did not realize it at the time, but I have since been informed that Mr. Morton had
4 informally complained to the Indiana Utility Regulatory Commission about
5 Vectren's demands. My understanding is that – as a result of whatever ruling the
6 IURC made – Vectren would not be allowed to charge the elementary school the
7 \$14,000 the company had originally demanded. I have never personally seen that
8 ruling, but I assume the IURC has some record of it.

9 **Q Does this conclude your testimony?**

10 **A** Yes, it does.

VERIFICATION

I, Donya Bengert, affirm under penalties of perjury that the foregoing representations are true and correct to the best of my knowledge, information and belief.

Donya Bengert
Donya Bengert

11-18-13
Date

**STATE OF INDIANA
INDIANA UTILITY REGULATORY COMMISSION**

**IN THE MATTER OF THE APPEAL TO THE)
INDIANA UTILITY REGULATORY)
COMMISSION FROM THE CONSUMER)
AFFAIRS DIVISION OF THE RULING ON)
COMPLAINT BY MORTON SOLAR & WIND,)
LLC AGAINST VECTREN UTILITY) CAUSE NO. 44344
HOLDINGS, INC. d/b/a VECTREN ENERGY)
DELIVERY OF INDIANA – SOUTH)
)
)**

**Direct Testimony of
Randy Ellis
1177 Phillips Road
Boonville, IN 47630**

**On Behalf of
The Vectren Customer Group**

November 18, 2013

1 **1. INTRODUCTION AND PURPOSE OF TESTIMONY**

2 **Q Please state your name and address.**

3 **A** Randy Ellis. 1177 Phillips Road, Boonville, IN 47630.

4 **Q On whose behalf are you testifying in this case?**

5 **A** For myself and in support of the group of clients of Morton Solar identified in this
6 case as the Vectren "Customer Group."

7 **Q Have you ever previously testified in front of the Indiana Utility Regulatory**
8 **Commission?**

9 **A** No.

10 **Q Are you a Vectren customer?**

11 **A** Yes.

12 **Q Are you also a client of Morton Solar, or have you ever hired Morton Solar**
13 **to design or install a solar or wind power generation project?**

14 **A** Yes.

15 **Q Was this project intended to be connected to the Vectren grid?**

16 **A** Yes.

17 **Q Did you have any difficulty getting the project approved for interconnection**
18 **by Vectren or in getting a bi-directional meter from Vectren?**

19 **A** Yes. The specific facts of my situation are described in greater detail in the direct
20 testimony of Brad Morton which was previously filed in this case. In addition, I
21 signed an affidavit in support of Mr. Morton's testimony. I stand by that
22 affidavit.

23 **Q So, have you read the testimony of Brad Morton submitted in this case on**
24 **behalf of Morton Solar?**

25 **A** Yes.

1 **Q And are the factual statements in Mr. Morton’s testimony true, to the best of**
2 **your knowledge?**

3 **A** The factual allegations relating to my specific case are accurate.

4 **Q Do you support Morton Solar in its case against Vectren?**

5 **A** Yes.

6 **Q Other than what you read in Mr. Morton’s testimony, could you explain any**
7 **additional financial harm you suffered as a result of Vectren’s actions?**

8 **A** I only know what bills I have received. Mr. Morton would know more about the
9 sale of energy credits or other financial harm than I would.

10 **Q What do you hope to achieve by participating in this case?**

11 **A** First, I would like Vectren to have to credit any customers’ bills for any
12 unnecessary delays in installing new meters.

13 Second, I have been advised by the attorney representing Morton Solar
14 Customers that customers may have lost the opportunity to sell “renewable energy
15 credits” because Vectren did not return signed interconnection agreements. I
16 would like Vectren to have to reimburse those customers for those lost revenues.

17 Third, I would like Vectren to be fined for interfering with its customers
18 who were trying to connect to Vectren’s grid with solar or wind projects.

19 Finally, I would like the Commission to put in place some kind of
20 procedures to prevent Vectren from blocking its customers’ attempts to install
21 renewable energy projects in the future.

22 **Q Does this conclude your testimony?**

23 **A** Yes.

VERIFICATION

I, Randy Ellis, affirm under penalties of perjury that the foregoing representations are true and correct to the best of my knowledge, information and belief.

Randy Ellis
Randy Ellis

11-16-13
Date

**STATE OF INDIANA
INDIANA UTILITY REGULATORY COMMISSION**

**IN THE MATTER OF THE APPEAL)
TO THE INDIANA UTILITY)
REGULATORY COMMISSION)
FROM THE CONSUMER AFFAIRS)
DIVISION OF THE RULING ON)
COMPLAINT BY MORTON SOLAR) CAUSE NO. 44344
& WIND, LLC AGAINST VECTREN)
UTILITY HOLDINGS, INC. d/b/a)
VECTREN ENERGY DELIVERY OF)
INDIANA – SOUTH)**

AFFIDAVIT OF RANDY ELLIS

I, Randy Ellis, being first duly sworn upon my oath state as follows:

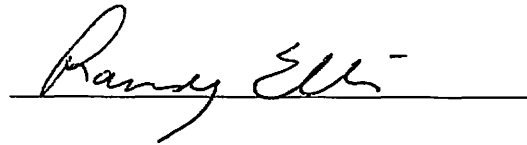
1. My home address is 1177 Phillips Road, Boonville, IN 47630.
2. In 2012, I hired Morton Solar to install a solar unit at my home.
3. In the summer of 2012, I signed a net metering application and interconnection agreement which was sent to Vectren.
4. After Vectren approved the solar project at my house, it was installed in August of 2012 and activated on November 27, 2012.
5. In May of 2013 I got a call from Channel 14 News about Vectren.
6. The next day, I got a call from Vectren asking if I'd received my signed interconnection agreement. I said, "No." I also asked by no one had replaced my meter.
7. Vectren finally replaced my meter on about May 10, 2013.
8. After Vectren replaced my meter, my electric bills dropped from \$200-\$300 per month to about \$60 the next month. One month, I was only charged the \$11 base rate.

9. After Vectren installed my meter, I finally received an interconnection signed by Vectren.

10. AFFIANT SAYETH FURTHER NOT.

**I HEREBY SWEAR AND AFFIRM UNDER PENALTIES OF PERJURY THAT
ALL OF THE FORGOING REPRESENTATIONS ARE TRUE.**

RANDY ELLIS

A handwritten signature in cursive script that reads "Randy Ellis" is written over a solid horizontal line.

**STATE OF INDIANA
INDIANA UTILITY REGULATORY COMMISSION**

IN THE MATTER OF THE APPEAL TO THE)
INDIANA UTILITY REGULATORY)
COMMISSION FROM THE CONSUMER)
AFFAIRS DIVISION OF THE RULING ON)
COMPLAINT BY MORTON SOLAR & WIND,)
LLC AGAINST VECTREN UTILITY) CAUSE NO. 44344
HOLDINGS, INC. d/b/a VECTREN ENERGY)
DELIVERY OF INDIANA – SOUTH)
)
)

**Direct Testimony of
Martha Crosley
5511 Stringtown Road
Evansville, IN 47711**

**On Behalf of
The Vectren Customer Group**

November 18, 2013

1 **1. INTRODUCTION AND PURPOSE OF TESTIMONY**

2 **Q Please state your name and address.**

3 **A** Martha Crosley. 5511 Stringtown Road, Evansville, IN 47711.

4 **Q On whose behalf are you testifying in this case?**

5 **A** For myself and in support of the group of clients of Morton Solar identified in this
6 case as the Vectren "Customer Group."

7 **Q Have you ever previously testified in front of the Indiana Utility Regulatory**
8 **Commission?**

9 **A** No.

10 **Q Are you a Vectren customer?**

11 **A** Yes.

12 **Q Are you also a client of Morton Solar, or have you ever hired Morton Solar**
13 **to design or install a solar or wind power generation project?**

14 **A** Yes.

15 **Q Was this project intended to be connected to the Vectren grid?**

16 **A** Yes.

17 **Q Did you have any difficulty getting the project approved for interconnection**
18 **by Vectren or in getting a bi-directional meter from Vectren?**

19 **A** Yes. The specific facts of my situation are described in greater detail in the direct
20 testimony of Brad Morton which was previously filed in this case. In addition, I
21 signed an affidavit in support of Mr. Morton's testimony. I stand by that
22 affidavit.

23 **Q So, have you read the testimony of Brad Morton submitted in this case on**
24 **behalf of Morton Solar?**

25 **A** Yes.

1 **Q And are the factual statements in Mr. Morton’s testimony true, to the best of**
2 **your knowledge.**

3 **A** The factual allegations relating to my specific case are accurate.

4 **Q Do you support Morton Solar in its case against Vectren?**

5 **A** Yes.

6 **Q Other than what you read in Mr. Morton’s testimony, could you explain any**
7 **additional financial harm you suffered as a result of Vectren’s actions?**

8 **A** I am not aware of anything other than what was stated in Mr. Morton’s testimony.

9 **Q What do you hope to achieve by participating in this case?**

10 **A** First, I would like Vectren to have to credit any customers’ bills for any
11 unnecessary delays in installing new meters.

12 Second, I have been advised by the attorney representing Morton Solar
13 Customers that customers may have lost the opportunity to sell “renewable energy
14 credits” because Vectren did not return signed interconnection agreements. I
15 would like Vectren to have to reimburse those customers for those lost revenues.

16 Third, I would like Vectren to be fined for interfering with its customers
17 who were trying to connect to Vectren’s grid with solar or wind projects.

18 Finally, I would like the Commission to put in place some kind of
19 procedures to prevent Vectren from blocking its customers’ attempts to install
20 renewable energy projects in the future.

21 **Q Does this conclude your testimony?**

22 **A** Yes.

VERIFICATION

I, Martha Crosley, affirm under penalties of perjury that the foregoing representations are true and correct to the best of my knowledge, information and belief.

Martha Crosley

Date

**STATE OF INDIANA
INDIANA UTILITY REGULATORY COMMISSION**

IN THE MATTER OF THE APPEAL)	
TO THE INDIANA UTILITY)	
REGULATORY COMMISSION)	
FROM THE CONSUMER AFFAIRS)	
DIVISION OF THE RULING ON)	
COMPLAINT BY MORTON SOLAR)	CAUSE NO. 44344
& WIND, LLC AGAINST VECTREN)	
UTILITY HOLDINGS, INC. d/b/a)	
VECTREN ENERGY DELIVERY OF)	
INDIANA – SOUTH)	

AFFIDAVIT OF MARTHA CROSLLEY

I, Martha Crosley, being first duly sworn upon my oath state as follows:

1. My home address is 5511 Stringtown Rd., Evansville, IN 47711.
2. I recently hired Morton Solar to install a solar unit at my home. Several months ago, I filled out an application to interconnect my solar unit with Vectren’s network and signed and interconnection agreement to be submitted to Vectren. I gave Brad Morton this paperwork, along with the homeowners’ insurance policy, for Brad Morton to submit to Vectren.
3. Processing my application seemed to be taking a long time, so I called Vectren and spoke with an employee named Marilyn Lynch. Ms. Lynch told me they had never received my application from Brad Morton. I spoke with Brad, and he claimed he had submitted it to Ms. Lynch.
4. My solar panels have been at my house for several weeks. I do now have a new meter from Vectren to monitor the net metering correctly. However receiving this new meter took longer than the 10 days required to do so. I believe that I only have this meter now because I was proactive and called Vectren several times to check on progress. In fact, since

Brad had forwarded me the original email of the application and insurance info, I was on the phone with Ms Lynch and Mr. Fredrick for quite some time trying to work through with them where their problem was in receiving Brad's email of my application. I finally told them that I could help them no further and they would have to address their own email problems.

5. AFFIANT SAYETH FURTHER NOT.

**I HEREBY SWEAR AND AFFIRM UNDER PENALTIES OF PERJURY THAT
ALL OF THE FORGOING REPRESENTATIONS ARE TRUE.**

MARTHA CROSLEY

A handwritten signature in cursive script that reads "Martha Crosley". The signature is written in black ink and is positioned below the printed name "MARTHA CROSLEY".

STATE OF INDIANA
INDIANA UTILITY REGULATORY COMMISSION

IN THE MATTER OF THE APPEAL)
TO THE INDIANA UTILITY)
REGULATORY COMMISSION)
FROM THE CONSUMER AFFAIRS)
DIVISION OF THE RULING ON)
COMPLAINT BY MORTON SOLAR) CAUSE NO. 44344
& WIND, LLC AGAINST VECTREN)
UTILITY HOLDINGS, INC. d/b/a)
VECTREN ENERGY DELIVERY OF)
INDIANA – SOUTH)

AFFIDAVIT OF BOB MARTIN

I, Bob Martin, being first duly sworn upon my oath state as follows:

1. My home address is 3321 N. Eleventh Ave., Evansville, IN 47720.
2. In January of 2012, I received a solar unit through the Community Action Program of Evansville (“CAPE”). Morton Solar installed the unit. I signed an Interconnection Agreement for Morton Solar to send to Vectren.
3. The unit was installed at my house and activated on January 10, 2012. I have still not gotten a new meter from Vectren
4. I have never received an Interconnection Agreement signed by Vectren.
5. AFFIANT SAYETH FURTHER NOT.

**I HEREBY SWEAR AND AFFIRM UNDER PENALTIES OF PERJURY THAT
ALL OF THE FORGOING REPRESENTATIONS ARE TRUE.**

BOB MARTIN





Energy Delivery
1 N Main Street
P.O. Box 209
Evansville, IN 47702
812.491.4000

September 13, 2013

Bob Martin
3221 N. Eleventh Ave,
Evansville, IN 47720

RE: Executable Interconnection Agreement 3221 N. Eleventh Ave, Evansville, IN 47720

Dear Bob,

Attached is a copy of the executable Interconnection Agreement. Please sign it and return it to me as soon as possible. My contact information is listed below. Please keep a copy with both parties signatures for your records as an executed Interconnection Agreement. Insurance coverage must be maintained as long as you continue to operate the net meter facility.

Your electric account will not be allocated net metering credits until you return the executed Interconnection Agreement to me and a Vectren electric meter capable of net metering (bi-directional) is set by Vectren.

Please feel free to call me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Marilyn Lynch".

Marilyn Lynch
Vectren
Lead Account Manager, South
1 N Main Street, P.O. Box 209
Evansville, IN 47702
Phone: 812-491-4775
Cell: 812-305-1951
mlynch@vectren.com

INTERCONNECTION AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF CERTIFIED INVERTER-BASED EQUIPMENT 10 KW OR SMALLER

THIS INTERCONNECTION AGREEMENT ("Agreement") is made and entered into this 13 day of September, 2013 by and between Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc. ("Company"), and BOB MARTIN ("Customer").

Customer is installing, or has installed, inverter-based Customer-generator facilities and associated equipment ("Generation Facilities") to interconnect and operate in parallel with Company's electric distribution system, which Generation Facilities are more fully described as follows:

Location: 3221 N ELEVENTH AVE., EVANSVILLE, IN 47720

Type of facility: Solar Wind Other _____

Inverter Power Rating: _____ (Must have individual inverter name plate capacity of 10kW or less.)

Inverter Manufacturer and Model Number: _____

Description of electrical installation of the Generation Facilities, including any field adjustable voltage and frequency settings:

As shown on a single line diagram attached hereto as "Exhibit A" and incorporated herein by this reference; or

Described as follows: _____

Customer represents and agrees that the Generation Facilities are, or will be prior to operation, certified as complying with:

- (i) The requirements of the Institute of Electrical and Electronics Engineers ("IEEE") Standard 1547-2003, "Standard for Interconnecting Distributed Resources with Electric Power Systems", as amended and supplemented as of the date of this Agreement, which standard is incorporated herein by this reference ("IEEE Standard 1547-2003"); or
- (ii) The requirements of the Underwriters Laboratories ("UL") Standard 1741 concerning inverters, Converters and Controllers for Use in Independent Power Systems, as amended and supplemented as of the date of this Agreement, which standard is incorporated herein by this reference.

Customer further represents and agrees that:

- (i) The Generation Facilities are, or will be prior to operation, designed and installed to meet all applicable requirements of IEEE Standard 1547-2003, the National Electrical Code and local building codes, all as in effect on the date of this Agreement;
- (ii) The voltage and frequency settings for the Generation Facilities are fixed or, if field adjustable, are as stated above; and
- (iii) If requested by Company, Customer will install and maintain, at Customer's expense, a disconnect switch located outside and accessible by Company personnel.

Customer agrees to maintain reasonable amounts of insurance coverage against risks related to the Generation Facilities for which there is a reasonable likelihood of occurrence, as required by the provisions of 170 Indiana Administrative Code ("IAC") 4-4.3-10, as the same may be revised from time to time by the Indiana Utility Regulatory Commission ("Commission"). Customer agrees to provide Company from time to time with proof of such insurance upon Company's request.

With respect to the Generation Facilities and their interconnection to Company's electric system, Company and Customer, whichever is applicable, (the "Indemnifying Party") shall indemnify and hold the other harmless from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the Indemnifying Party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Indemnifying Party's facilities, as required by the provisions 170 IAC 4-4.3-10(b)(2), as the same may be revised from time to time by the Commission.

Company agrees to allow Customer to interconnect and operate the Generation Facilities in parallel with Company's electric system in accordance with the provisions of 170 IAC 4-4.3, as the same may be revised from time to time by the Commission, which provisions are incorporated herein by this reference.

In the event that Customer and Company are unable to agree on matters relating to this Agreement, either Customer or Company may submit a complaint to the Commission in accordance with the Commission's applicable rules.


For purposes of this Agreement, the term "certify" (including variations of that term) has the meaning set forth in 170 IAC 4-4.3-5, as the same may be revised from time to time by the Commission, which provision is incorporated herein by this reference.

Customer's use of the Generation Facilities is subject to the rules and regulations of Company, including Company's General Terms and Conditions for Electric Service, as contained in Company's Retail Electric Tariff, as the same may be revised from time to time with the approval of the Commission. Both Company and this Agreement are subject to the jurisdiction of the Commission. To the extent that Commission approval of this Agreement may be required now or in the future, this Agreement and Company's commitments hereunder are subject to such approval.

IN WITNESS WHEREOF, Customer and Company have executed this Agreement, effective as of the date first above written.

Southern Indiana Gas and Electric Company
d/b/a Vectren Energy Delivery of Indiana, Inc.

CUSTOMER

By: 
Printed Name: Thomas L. Bailey
Title: Director, Sales

By: _____
Printed Name: _____
Title: _____

9/13/13

STATE OF INDIANA
INDIANA UTILITY REGULATORY COMMISSION

IN THE MATTER OF THE APPEAL)
TO THE INDIANA UTILITY)
REGULATORY COMMISSION)
FROM THE CONSUMER AFFAIRS)
DIVISION OF THE RULING ON)
COMPLAINT BY MORTON SOLAR) CAUSE NO. 44344
& WIND, LLC AGAINST VECTREN)
UTILITY HOLDINGS, INC. d/b/a)
VECTREN ENERGY DELIVERY OF)
INDIANA – SOUTH)

AFFIDAVIT OF GARY WEISS

I, Gary Weiss, being first duly sworn upon my oath state as follows:

1. My home address is 5018 Hogue Rd., Evansville, IN 47712.
2. In the summer of ~~2012~~²⁰¹¹, I hired Morton Solar to install a solar unit at my home. Morton Solar submitted the application to Vectren on my behalf at that time and I signed an Interconnection Agreement to be sent to Vectren.
3. After Vectren approved the solar project at my house, it was installed at my house and activated on July 12, 2012.
4. I have never received an interconnection signed by Vectren.
5. AFFIANT SAYETH FURTHER NOT.

**I HEREBY SWEAR AND AFFIRM UNDER PENALTIES OF PERJURY THAT
ALL OF THE FORGOING REPRESENTATIONS ARE TRUE.**

GARY WEISS

Gary Weiss

STATE OF INDIANA
INDIANA UTILITY REGULATORY COMMISSION

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INDIANA – SOUTH)

AFFIDAVIT OF DON JOST

I, Don Jost, being first duly sworn upon my oath state as follows:

- 1. My home address is 295 E. 1025 S., Haubstadt, IN 47639.
- 2. In 2010, I hired Morton Solar to install a solar unit at my home. Morton Solar submitted the application to Vectren on my behalf at that time and I signed an Interconnection Agreement to be sent to Vectren.
- 3. After Vectren approved the solar project at my house, it was installed at my house and activated on April 16, 2010.
- 4. I have never received an Interconnection Agreement signed by Vectren.
- 5. AFFIANT SAYETH FURTHER NOT.

I HEREBY SWEAR AND AFFIRM UNDER PENALTIES OF PERJURY THAT ALL OF THE FORGOING REPRESENTATIONS ARE TRUE.

DON JOST



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INDIANA – SOUTH)

AFFIDAVIT OF CHANDA BANNER

I, Chanda Banner, being first duly sworn upon my oath state as follows:

1. My home address is 1607 Crystal Ct., Evansville, IN 47714.
2. In the summer of 2011, I hired Morton Solar to install a solar unit at my home. Morton Solar submitted the application to Vectren on my behalf at that time and I signed an Interconnection Agreement to be sent to Vectren.
3. After Vectren approved the solar project at my house, it was installed at my house and activated on June 26, 2011.
4. After the system was installed, there was a delay of several months with no new meter. I called Vectren repeatedly because there was not much difference in my bills. When I finally got a 2-way meter, my monthly bills dropped about \$50-70 per month.
5. I have never received an Interconnection Agreement signed by Vectren.
6. AFFIANT SAYETH FURTHER NOT.

**I HEREBY SWEAR AND AFFIRM UNDER PENALTIES OF PERJURY THAT
ALL OF THE FORGOING REPRESENTATIONS ARE TRUE.**

CHANDA BANNER

Chanda Banner

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AFFIDAVIT OF CATHERINE PATTON

I, Catherine Patton, being first duly sworn upon my oath state as follows:

1. My home address is 3700 Conlin Ave Evansville IN 47714
2. I am in the process of buying the home I currently live in and rent from Jeannine Heldt.
3. I recently hired Morton Solar to install a solar unit at my home. On about August 19, 2013, I filled out an application to interconnect my solar unit with Vectren's network and signed and interconnection agreement to be submitted to Vectren. I gave Brad Morton this paperwork, along with the homeowners' insurance policy, for Brad Morton to submit to Vectren.
4. On about September 3, 2013, I received a call from a Vectren employee named Marilyn Lynch. Ms. Lynch told me I needed to fill out a new application and sign a new interconnection agreement. I told her that I had already done that and given it to Brad Morton. She told me, "You can't go through Brad." She said could not accept paperwork from Brad Morton, and that I needed to start over going directly through her [Marilyn Lynch].

5. On September 17, 2013, I received a call from the owner of the house, Jeannine Heldt. She said she had received a call from a Vectren employee. The Vectren employee told Ms. Heldt that the paperwork would need to be filled out and submitted again, this time in Ms. Heldt's name. The Vectren employee said the application could not be processed in my name unless I had renter's insurance.

6. I have renter's insurance. If Vectren had called me or Brad Morton, I would gladly have given them a copy of the policy.

7. My solar panels have been at my house for several weeks. However, I still do not have a net meter from Vectren, nor do I have a signed interconnection agreement from Vectren.

8. AFFIANT SAYETH FURTHER NOT.

**I HEREBY SWEAR AND AFFIRM UNDER PENALTIES OF PERJURY THAT
ALL OF THE FORGOING REPRESENTATIONS ARE TRUE.**

CATHERINE PATTON

Catherine Patton

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AFFIDAVIT OF COLETTE McNEELY, ADMINISTRATIVE ASSISTANT OF THE
OHIO TOWNSHIP PUBLIC LIBRARY

I, Colette McNeely, being first duly sworn upon my oath states as follows:

1. I am the Administrative Assistant performing the duties of the Director for the Ohio Township Public Library.
2. In 2005, we hired Morton Solar to install a solar system at our Newburgh, Indiana branch.
3. The building was specifically designed with solar energy in mind and includes various sections of south-facing elevated roofs.
4. In 2007, the library decided to double the capacity of the photovoltaic system from 5.5 kW to 11 kW. Since the 11 kW capacity exceeded the 10 kW limit under IURC-mandated review process under which the original agreement had been executed, Vectren denied adding the expansion under the net-metering agreement.
5. Vectren has never provided the Library with a signed interconnection agreement.

6. AFFIANT SAYETH FURTHER NOT.

**I HEREBY SWEAR AND AFFIRM UNDER PENALTIES OF PERJURY THAT
ALL OF THE FORGOING REPRESENTATIONS ARE TRUE.**

OHIO TOWNSHIP PUBLIC LIBRARY

By: *Collette McManis*

Its: _____