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**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 )**

**PETITIONER'S EXHIBIT A**

**Direct Testimony of  
Brad Morton**

**On Behalf of  
Morton Solar & Wind, LLC**

**September 19, 2013**

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**Introduction and Overview**

1

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

3     **A**Brad Morton, President of Morton Solar & Wind, LLC (“Morton Solar”). My  
4             business address is 408 N. Willow Road, PO Box 9104, Evansville, Indiana  
5             47724.

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

7     **A**Morton Solar.

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

10    **A**No.

11    **Q     What is your educational and professional background?**

12    **A**Before founding Morton Solar, I spent fifteen as electrical engineer in the  
13             automated manufacturing and machine building industry. I received a BS in  
14             Electrical Engineering Technology from the University of Southern Indiana  
15             (“USI”) in 1992 and an AS in Mechanical Engineering Technology from USI and  
16             Western Kentucky University in 1996. I have completed the Photovoltaic  
17             Training program at Florida Solar Energy Center (2006) and Solar Hot Water  
18             Training at Mid-West Renewable Energy Association in Custer, WI (2008). I am  
19             a Founding Board Member of Indiana Renewable Energy Association and  
20             a Board Member of Sustainable Communities Coalition. I am Photovoltaic  
21             Certified by the North American Board of Certified Energy  
22             Practitioners (NABCEP) and am a certified Master Electrician by the State of  
23             Indiana. I have memberships in the American Solar Energy Society, Southern  
24             Indiana Renewable Energy Network, and the Growing a Regional Energy  
25             Employment Network, where I sit on the advisory board. In 2009, I was a  
26             recipient of the Senator Lugar Energy Patriot Award.

1     **Q     What services does Morton Solar provide?**

2     **A**Morton Solar is an energy services contractor specializing in solar photovoltaic,  
3     solar hot water, electric vehicle charging stations, backup generators, energy  
4     monitoring systems, high efficiency lighting, and power factor correction devices.  
5     We are a fully licensed electrical contractor in Vanderburgh County, Indiana, and  
6     the Commonwealth of Kentucky.

7     **Q     Does your business model require you to interact with Vectren on behalf of**  
8     **your customers?**

9     **A**Absolutely. A key aspect of our work is acting on behalf of our customers to  
10    navigate all of the necessary technical, contractual, and utility hurdles to get the  
11    customer's project connected to Vectren's network.

12    **Q     What is the purpose of your testimony?**

13    **A**Generally, the purpose of my testimony is to explain the experiences of Morton  
14    Solar and its clients in dealing with Vectren. Our experience is that, at the  
15    beginning of a solar or wind project, Vectren has thrown up unnecessary  
16    roadblocks to customer-owned generation facilities interconnecting with  
17    Vectren's network. After the project has been commissioned, Vectren has  
18    deprived Morton Solar clients of the full financial benefit of producing their own  
19    power by (a) failing to timely install bi-directional meters and (b) failing to timely  
20    provide executed interconnection agreements – agreements which are needed  
21    before the customers can sell their Solar Renewable Energy Certificates  
22    ("SRECs") in the SREC markets.

23    **Q     How is your testimony organized?**

24    **A**First, I describe my experiences in unnecessary technical obstacles Vectren has  
25    placed in the way of my clients, preventing them from physically connecting with  
26    the grid. Second, I discuss problems customers have faced in getting signed  
27    interconnection agreements and bi-directional meters and why this is important.  
28    Third, I describe new obstacles me and my clients have faced from Vectren since  
29    – and, apparently, in retaliation for – my initiation of this case. Fourth, I explain

1 the financial impact these problems have had on Morton Solar and its clients.  
2 Fifth, I briefly discuss some of the policy implications of  
3 encouraging/discouraging net metering and renewable energy, generally. Finally,  
4 I conclude with my recommendations to this Commission.

5

6 **Impediments to Interconnection**

7 **Q You indicated that, at the beginning of projects, Vectren “[threw] up**  
8 **unnecessary roadblocks” to the project. Can you explain, with specificity,**  
9 **what you meant?**

10 **A** Yes. The specific facts of these cases are set out in Count II of the Verified  
11 Complaint we filed in this case. I will repeat these facts, verbatim, then provide  
12 some additional detail on each:

13 a. In 2005, Ohio Township Public Library, Newburgh, Indiana, executed a net-  
14 metering agreement with Vectren. The building was designed with solar  
15 energy in mind and includes various sections of south-facing elevated roofs.  
16 In 2007, the library decided to double the capacity of the photovoltaic system  
17 from 5.5 kW to 11 kW. Since the 11 kW capacity exceeded the 10 kW limit  
18 under IURC-mandated review process under which the original agreement  
19 had been executed, Vectren simply denied adding the expansion under the net-  
20 metering agreement.

21 As additional information, I would note that Vectren did not deny the Library’s  
22 request in writing. They did it over the telephone. A lack of clear communication  
23 is a significant issue in dealing with Vectren – with decisions about approval or  
24 denial of projects being conveyed orally, rather than in writing. Attached as  
25 exhibit BM-27 is an affidavit from Colette McNeely, Acting Director of the Ohio  
26 Township Public Library, confirming this information.

27 b. A Morton Solar customer submitted an application to Vectren for Net-  
28 Metering for residential wind turbine installation in Gibson County on July  
29 22, 2008. Wind turbine installation was completed on September 12, 2008.  
30 However, Vectren refused to install a bidirectional meter. Ultimately, Vectren  
31 relented after Morton Solar contacted Senator Lugar’s office. A meter was  
32 finally installed on October 4, 2008, two and one-half months after the net-  
33 metering application was submitted.

1 This was a customer named Bill Polk. The person I spoke with at Senator Lugar's  
2 office was Larry Ordner, in the Senator's Southwest Indiana office.

3 c. In 2008, Chrisney Public Library, Chrisney, Indiana, built a new, energy  
4 efficient library. The original quote from Vectren to install electrical service  
5 to the new building was "free." However, after Vectren was advised that the  
6 building would have a grid-tied photovoltaic system, Vectren reversed its  
7 position and stated that the price to install electrical service to the building  
8 would be \$7,900.00. In exchange for this installation, Vectren demanded, as a  
9 condition, that the Town of Chrisney sign a "Minimum Use" contract which  
10 required the library to purchase a minimum amount of kWh per month from  
11 Vectren before Vectren would install the service. If, at the end of the two year  
12 period, the minimum use was not met, the Town of Chrisney would be  
13 obligated to pay Vectren the full \$7,900.00 installation cost.

14 Attached as Exhibit BM-33 is an affidavit from William Brown, who was the  
15 architect on this project. I am still awaiting return of an affidavit from Jack  
16 Robinson who was Town Attorney for the Town of Chrisney at the time of the  
17 project. I anticipate supplementing my testimony with this affidavit, to be  
18 designated as Exhibit BM-36. I expect that Mr. Robinson's affidavit will confirm  
19 this information, along with the information contained in the attached article  
20 which appeared recently in the Spencer County newspaper (attached as Exhibit  
21 BM-35).

22 d. In 2010 Haubstadt Elementary School raised money and received grants to  
23 install a 2.4 kW grid-tied wind turbine. The wind turbine is a 208V model  
24 producing 11Amps and is designed to be connected to two phases of a three  
25 phase system, which the building already had. Vectren claimed that because  
26 their tariff only covered "Single Phase Service" and the school was "Three  
27 Phase" that Morton Solar could not connect directly to the school, even  
28 though the Indiana Net-Metering Law specifically includes K-12 schools.

29 Vectren engineers claimed that the wind turbine would "unbalance" Vectren's  
30 load on three phase service. Therefore, Vectren attempted to require the  
31 installation of a \$12,000.00 power supply line and transformer which would  
32 have increased the cost of the project by fifty percent (50%) and delayed the  
33 financial benefit to the school. However, during maximum wind speeds, the  
34 wind generator would only generate enough energy to power one hand dryer  
35 in a bathroom – obviously an insubstantial amount of power and insufficient  
36 to unbalance a load of such magnitude.

1 Morton Solar requested the IURC's Consumer Affairs Division review  
2 Vectren's claim. The Consumer Affairs Division concluded that Vectren's  
3 tariff violated Indiana state law.

4 Attached as Exhibit BM-1 is the letter ruling from the IURC's Consumer Affairs  
5 Division finding that Vectren was in violation of Indiana's net metering rules.

6 e. In 2013, another of Morton Solar's customers reported to Morton Solar that  
7 Vectren had been demanding \$16,000.00 for the installation of service to the  
8 customer's residence. However, when the customer threatened to install a  
9 solar energy system that was entirely "off grid," Vectren cut the cost of  
10 installation in half to \$8,000.00 to avoid losing the customer.

11 This was a customer named Tom Coomes.

12 f. Morton Solar is currently connecting a 25 kW solar photovoltaic system to the  
13 home of a Vectren customer. Vectren has claimed that the existing 50 kVA  
14 transformer is inadequate and that a new transformer will need to be  
15 purchased. However, the proposed project will actually reduce the load on the  
16 transformer, making the purchase of a new transformer unnecessary.

17 This was a customer named Dr. Ted Stransky. Attached as exhibits BM-2 and 3  
18 are emails I received from Vectren regarding this project in which Vectren  
19 requested we lower the system size. The demand that Dr. Stransky purchase a  
20 new transformer was made orally.

21  
22 **Delays in Providing Executed Interconnection Agreements**

23 **Q You stated that you have also had problems obtaining signed interconnection**  
24 **agreements from Vectren for your clients. Why is that important?**

25 **A** One of the financial benefits to a customer of having a grid-tied cogeneration  
26 facility is the ability to sell renewable energy credits known as Solar Renewable  
27 Energy Certificates ("SRECs") on an SREC market. Although Indiana does not  
28 have an SREC market, Indiana net metering customers can sell their SRECs in  
29 some other states' markets.

30 Specifically, the Ohio SREC market accepts SRECs from Indiana  
31 residents. The prices have fluctuated quite a bit but in 2010 the price was \$210

1 per SREC (or MWH), and a 3 year contract was available. Since then, the price  
2 has dropped to its current price of \$18 per SREC. Since Indiana currently does  
3 not provide incentives for renewable energy use and development, every little bit  
4 of financial incentive to the customer is very important for renewable energy  
5 generators in Indiana.

6 However, a customer is not eligible in the Ohio SREC market without  
7 proof of interconnection to a grid. In other words, you have to have a signed  
8 interconnection agreement to sell your SRECs.

9 **Q Does the Commission have rules that dictate the timeframe in which an**  
10 **electric utility is required to provide a cogeneration customer with a signed**  
11 **interconnection agreement?**

12 **A** Yes. The Commission has established a set of standards and procedures for the  
13 interconnection of customer-generated power facilities. These rules are found in  
14 the Indiana Administrative Code (“IAC”) at 170 IAC 4-4.3.

15 Under these rules, customer generation is divided into three types or  
16 “levels”: (1) a “Level 1” project is a customer-generator facility with nameplate  
17 capacity of ten kW or less; (2) a “Level 2” project is a customer-generator facility  
18 with nameplate capacity of 2 MW or less; and (3) a “Level 3” project is,  
19 generally, a customer-generator facility with more capacity than 2 MW. The  
20 timeframe within which an electric utility is required to return a signed  
21 interconnection agreement depends on whether the project is Level 1, Level 2, or  
22 Level 3.

23 **Q What “Level” are the projects at issue in this case?**

24 **A** In this case, we are primarily discussing twenty-nine (29) projects. All but three  
25 of them involve Level 1 review – in other words, they have a capacity of 10 kW  
26 or less. The remaining three projects are level two – they produce more than 10  
27 kW but less than 2 MW. None of the Level 2 projects actually are close to 2 MW  
28 and are all under 25 kW.

1     **Q     What are the requirements for a utility to process a Level 1 project**  
2     **application?**

3     **A**Those requirements can be found in the Commission’s rules at 170 IAC 4-4.3-6.  
4     Within 10 days of receiving an application, the utility must notify the customer  
5     whether the application is complete. Within 15 days after receiving a completed  
6     application, the utility must notify the customer whether the project will be  
7     approved or whether the project failed to meet certain technical criteria. The  
8     utility must then send a signed interconnection agreement to the customer within  
9     10 days of approval.

10                 Obviously, if a customer submits an incomplete application, there will be  
11     a delay in approval while the customer supplements the application. However,  
12     when a customer finally submits a **completed** application that complies with all  
13     technical requirements, the timeline should be **no longer** than as follows: Day 0 –  
14     completed application is submitted; Day 10 – customer receives notice that the  
15     application is complete; Day 15 – customer receives notice of approval of project;  
16     Day 25 – customer receives signed interconnection agreement.

17                 In other words, if an application is complete and the project technically  
18     complies with the requirements of the rule, it should not take a customer more  
19     than 25 days to get a signed interconnection agreement.

20     **Q     What are the requirements for a utility to process a Level 2 project**  
21     **application?**

22     **A**Those requirements are similar to the Level 1 process and can be found in the  
23     Commission’s rules at 170 IAC 4-4.3-7. As with Level 1, within 10 days of  
24     receiving an application, the utility must notify the customer whether the  
25     application is complete. However, unlike Level 1, with a Level 2 project, within  
26     15 days after notifying the customer that his/her application was complete, the  
27     utility must perform an “initial review” to determine whether the technical  
28     requirement for interconnection are met. If the requirements are met, the utility  
29     has 10 days to provide the customer with an executable interconnection  
30     agreement.



1 So, when a customer finally submits a completed application that complies  
2 with all technical requirements, the timeline should be **no longer** than as follows:  
3 Day 0 – completed application is submitted; Day 10 – customer receives notice  
4 that the application is complete; Day 25 – customer receives notice of  
5 approval/disapproval of project; Day 35 – customer receives executable  
6 interconnection agreement.

7 **Q Did Vectren always comply with these timelines?**

8 **A** No. In fact, Vectren rarely complied.

9 **Q Explain.**

10 **A** In our Verified Petition in this case, we included the following list of customers  
11 that either (a) had never received interconnection agreements, signed by Vectren,  
12 or (b) received signed agreements later than required by rule:

<b>Project or Vectren Customer Name</b>	<b>Commissioning Date</b>	<b>Status of Interconnection Agreement</b>	<b># of Days Past Deadline</b>
Ohio Township Public Library – Bell Road	12/20/2006	No interconnection agreement yet provided	2361
Lincoln Heritage Public Library – Chrisney, IN	1/31/2009	No interconnection agreement yet provided	1586
VPS Architecture	4/21/2009	No interconnection agreement yet provided	1508
Erik & Laura Arneberg	[6/7/2010] <sup>1</sup>	No interconnection agreement yet provided	[1095]
Evansville- Vanderburgh Central Library	4/26/2010	No interconnection agreement yet provided	1138
Don Jost	4/16/2010	No interconnection agreement yet provided	1148
Chanda Banner	6/26/2011	No interconnection	711

<sup>1</sup> In the Verified Petition, the commissioning dates of Erik and Laura Arneberg and Gary Weiss both listed the incorrect year. In the Arnebergs' case, the actual commissioning occurred 1 year later. In Mr. Weiss' case, one year earlier. Because the dates were misstated by precisely 1 year in opposite directions, the net effect of these two errors on the calculation of the total number of days Vectren was late in returning executed interconnection agreements to customers is zero (0) days.

		agreement yet provided	
Gary Weiss	[7/12/2011] <sup>1</sup>	No interconnection agreement yet provided	[695]
Sharis Goines-Pitt	10/24/2011	No interconnection agreement yet provided	592
Bob Martin	1/10/2012	No interconnection agreement yet provided	514
Roy Perry	12/28/2011	No interconnection agreement yet provided	526
Denise Vaal	7/10/2012	No interconnection agreement yet provided	332
Randy Ellis	11/27/2012	Interconnection agreement provided on 5/8/13	148
Norm Miller	10/26/2012	Interconnection agreement provided on 5/2/13	174
James Purviance	3/13/2013	Interconnection agreement provided on 5/2/13	36

**Total Days of Delay**

**12,564**

1                    On this table, the “commissioning date” is generally the date that the  
2                    system was ready to be activated for initial testing. Normally, Morton Solar will  
3                    perform tests to make sure system is fully functional. This is not always the date  
4                    the system has been turned on for production. However, the commissioning date  
5                    is not scheduled until Vectren has notified Morton Solar or the customer that there  
6                    are no technical impediments to the project – in other words, after the project has  
7                    been approved.

8        **Q        When you say that you did not commission a project until it had been**  
9        **“approved” by Vectren, what does that mean? How did Vectren notify you a**  
10       **project had been approved?**

11       **A** That is part of the problem. Over the last six years I’ve been working with  
12       Vectren, there has not been a consistent channel of communication with them.  
13       On some of my earlier projects in 2008-2009, there was occasionally a phone call  
14       to indicate that they were going to install the bi-directional meter. But on some  
15       projects they would not call or return communication at all. On the Chrisney

1 project, the architect and Town of Chrisney handled the communication and  
2 paperwork with Vectren. On most of the other projects, I would submit the  
3 application and required paperwork. If there was anything missing, a Vectren  
4 engineer would either call or email me requesting the information. I would then  
5 send them the information. In some cases, we would not know a project had been  
6 approved until a Vectren employee showed up, unannounced, to install a bi-  
7 directional meter.

8 **Q Other than your word, do you have any evidence that these customers had**  
9 **not received interconnection agreements on time?**

10 **A** Yes. I based my list of customers who never received signed agreements on my  
11 communications with customers. I needed signed interconnection agreements in  
12 order to assist my customers in selling their SRECs, but these customers told me  
13 they never received any interconnection agreement signed by Vectren.

14 Attached to my testimony here as Exhibit BM-27 through 34 are eight  
15 affidavits from some of these customers, and I anticipate supplementing my  
16 testimony as I get more affidavits in. In each affidavit, the customer explains that  
17 they signed an interconnection agreement, but Vectren never signed them and sent  
18 them back. Or, for those customers that did receive a signed Agreement, the  
19 Agreement was long overdue.

20 I should also note that a group of these customers have also filed a Petition  
21 to Intervene in this case. I anticipate they will submit testimony that confirms  
22 they never received signed interconnection agreements.

23 **Q Before filing this action, did you try to obtain copies of the signed**  
24 **interconnection agreements from Vectren?**

25 **A** Yes. For most of the customers at issue in this case, in the last few months I made  
26 numerous phone calls to Vectren personnel to try to get copies of the Agreements  
27 and sent several emails. I requested copies of interconnection agreements for the  
28 older projects in phone calls or emails at about the time of those projects.

1 Attached as Exhibits BM-4 through 15 are some of the emails I sent, periodically,  
2 beginning in July of 2011 requesting executed agreements.

3 At the beginning of 2013, I found I was having a lot of trouble getting  
4 signed agreements. On March 5, 2013, I tried to send an email to Doug Petitt  
5 with Vectren. It appears I misspelled his name, although I did not get an  
6 “undeliverable” message bounced back to me. Receiving no response, I  
7 forwarded the request to Anne-Marie Dougan at Vectren, with whom I had  
8 worked on getting these before. On April 5, 2013, she sent me a few of those I  
9 had requested. I followed up on May 2, 2013, with a spreadsheet listing all of the  
10 customers who said they had never received a signed interconnection agreement  
11 from Vectren. This list is attached as Exhibit BM-16, and it includes the Ohio  
12 Township Public Library, the Town of Chrisney/Lincoln Heritage Public Library,  
13 the Evansville-Vanderburgh Central Library, an Architecture firm, and numerous  
14 residential customers.

15 **Q Did you receive any response to this email?**

16 **A** No.

17 **Q What did you do next?**

18 **A** I was tired of trying to swim upstream with Vectren – not only with trying to  
19 obtain executed agreements, but also with our other complaints of unnecessary  
20 requirements being imposed on projects – so I filed an informal complaint with  
21 the IURC’s Consumer Affairs Division on April 11, 2013.

22 **Q Did that change anything?**

23 **A** No, not much, really.

24 **Q So, what did you do?**

25 **A** I contacted the local media on about May 1, 2013. On around May 3, 2013, news  
26 stories appeared on local television and in the local paper. A copy of one such

1 story from Evansville's NBC affiliate as it appears online is attached to my  
2 testimony as Exhibit BM-17.

3 **Q Did Vectren send out signed interconnection agreements then?**

4 **A** Yes. Within a week after I contacted the media, three of my customers who had  
5 been waiting months for interconnection agreements received them. These  
6 customers were Randy Ellis, Norm Miller, and James Purviance.

7 **Q Has Vectren disputed failing to provide signed interconnection agreements to**  
8 **your clients?**

9 **A** I'm not sure if Vectren is disputing this or not. We asked in discovery, but  
10 Vectren's answer to this question is unclear, as I will explain below. In  
11 discovery, we asked Vectren to provide the specific dates when various  
12 milestones under Level 1 and Level 2 review were achieved for a list of about 29  
13 customers. A copy of Vectren's data request response is attached as Exhibit BM-  
14 18, and a copy of that spreadsheet is attached as Exhibit BM-19. However,  
15 Vectren's spreadsheet makes no sense to me, for several reasons.

16 **Q Please explain.**

17 **A** In column k, Vectren lists what it claims are the dates on which an executed  
18 interconnection agreement was "provided to" the customer.

19 First, I am not sure what Vectren means that a particular agreement was  
20 "provided to customer." Specifically, in response to Data Request 1-1.k.  
21 (attached as Exhibit BM-18), Vectren admits they often **did not** return the fully-  
22 executed agreements, stating, "Vectren did not, as a general rule, return copies of  
23 the fully executed interconnection agreements to customers unless copies were  
24 requested." This response from Vectren is consistent with what I have been told  
25 by Vectren personnel in the past – that the agreements are not sent back unless the  
26 customer requests them.

27 So, perhaps this column showing a date "provided to customer" simply  
28 means this is the date the agreements became available, upon request. This

1 appears to be what Vectren means. If so, this is inconsistent with the  
2 Commission's rules.

3 Nothing in the Commission's rules (see 170 IAC 4-4.3-6) require the  
4 customer to "*request*" the fully executed agreement. The rule says Vectren was  
5 required to "Execute and send to the applicant [an] . . . interconnection  
6 agreement" within 10 days of approval.

7 Vectren was required, by rule, to send the executed interconnection  
8 agreements, whether "requested" or not. They admit they did not, unless  
9 requested. This seems to be a clear admission by Vectren that they did not follow  
10 the rule.

11 Second, there are simply blanks listed for the three Level 2 projects. I  
12 assume this means no signed interconnection agreements were executed at all.

13 Third, for two residential customers, the field simply states, "n/a." At  
14 least one of these two customers – Bob Martin – obtained his solar array through  
15 a low income assistance program called Community Action Program of  
16 Evansville ("CAPE"). I am not sure why having the facilities purchased through  
17 a community action program would eliminate the need for Vectren to sign an  
18 interconnection agreement. Presumably, those customers would be just as  
19 interested in selling their SRECs as any other Vectren customer.

20 Moreover, as noted below, just this week, Mr. Martin received an  
21 interconnection agreement in the mail signed by Vectren. (See attached Exhibit  
22 BM-20.) I'm not sure why our question about when interconnection agreements  
23 were returned to customers was "not applicable" to Mr. Martin in Vectren's  
24 discovery request, if Vectren subsequently sent him one anyway.

25 Fourth, I have attached affidavits from many of these customers stating  
26 that Vectren never provided them with signed interconnection agreements.  
27 Again, Vectren seems to admit in their response that they generally did not return  
28 executed interconnection agreements, and so I don't understand what the dates in  
29 this column mean. But, if Vectren is claiming they provided signed agreements to

1 all of these customers on these dates, why do these customers say they never  
2 received them?

3 Fifth, if Vectren had these interconnection agreements all along, why  
4 didn't they just give them to me when I asked for them?

5 Finally, Vectren's response to this data request seems inconsistent with  
6 Vectren's response to news inquiries. If Vectren had already provided the  
7 customers with signed interconnection agreements long ago, as this spreadsheet  
8 suggests, it seems logical Vectren would have mentioned it to the press. Instead,  
9 Vectren spokesperson Chase Kelley was quoted as saying, "The bottom line is,  
10 we are not intentionally stalling. We are not blocking this. We have consistently  
11 added customers every year. It's an IURC requirement *we are going to comply.*"  
12 (Emphasis added.)

13 **Q Did Vectren provide you with copies of the disputed signed interconnection**  
14 **agreements in discovery?**

15 **A** Yes, Vectren finally provided some of them in discovery. However, there is no  
16 way to tell when these agreements were signed by Vectren. Each agreement was  
17 signed and dated by the customer, then sent in to Vectren. Vectren provided us  
18 with the same documents, just with a Vectren signature added. Nothing on the  
19 face of the documents shows **when** the Vectren signature was added.

20 As an example, I have attached the Interconnection Agreement of Erik  
21 Arneberg. Exhibit BM-21 is the Agreement with Mr. Arneberg's signature, dated  
22 June 7, 2010. Exhibit BM-22 has the Vectren signature added, but there is  
23 nothing to indicate the date Vectren's representative signed it. All of the  
24 interconnection agreements we received in discovery are the same way.

25 So, we have no way of knowing when these contracts were signed or any  
26 proof that they were then provided to the customers. Indeed, Vectren seems to  
27 admit they were not.

28 Of the customers I have listed, only three say they received a signed  
29 interconnection agreement – and all three of those were received the week after

1 the local news stories about this case broke. Frankly, I find it hard to believe that  
2 only these three customers remember receiving an interconnection agreement and  
3 that all of the other customers on my list are mistaken.

4 **Q Do you have any other concerns about this spreadsheet submitted by**  
5 **Vectren?**

6 **A** Yes. Even if the dates listed in column k were actual dates Vectren returned fully  
7 executed agreements to the customers – something I and my clients dispute and  
8 Vectren seems to admit is not true – this spreadsheet seems to be an admission by  
9 Vectren that it didn't comply with the IURC's rules in other respects, as well.

10 **Q How so?**

11 **A** As I mentioned above, if a Level 1 project complies with the necessary technical  
12 requirements, Commission rules dictate the customer should received a fully-  
13 executed interconnection agreement no more than 25 days after the completed  
14 application is submitted.

15 Of the 29 projects listed on Vectren's spreadsheet, 24 are Level 1 projects.  
16 However, it looks like Vectren can only claim they complied in 5 of those cases,  
17 at most.

18 Again, this is Vectren's document, not mine. As I have stated, only a  
19 handful of these customers believe they ever received fully-executed  
20 interconnection agreements **at all**, let alone on time.

21 **Q Have any of your issues with Vectren been resolved since you initiated this**  
22 **case with the IURC.**

23 **A** No. In fact, new problems have arisen.

24 **Q Explain.**

25 **A** Within the last few weeks I have had two (2) applications rejected by Vectren,  
26 solely because I submitted the applications on behalf of the customers.  
27 Specifically, in August, I submitted applications and insurance information for  
28 two new customers, Catherine Patton and Martha Crosley. These customers were



1 later contacted with requests for these same documents. In both cases, the  
2 Vectren representative handling the cases was a person named Marilyn Lynch.

3 I contacted Ms. Lynch who advised me that Vectren cannot accept  
4 interconnection agreements submitted by Morton Solar.

5 **Q Is this a uniform policy of Vectren?**

6 **A** It was certainly never a policy before I filed this Complaint. In fact, this seems to  
7 be an entirely new position of Vectren that has only been taken by Marilyn  
8 Lynch.

9 I have continued to submit customer documents through other customer  
10 service personnel at Vectren without incident. For example, another one of my  
11 projects was recently handled by a Vectren employee named Shelley Fox, and  
12 everything went very smoothly. That customer had his meter installed this week  
13 (September 17, 2013).

14 In contrast, the projects being processed by Ms. Lynch – although  
15 completed before the project processed by Ms. Fox – have both stalled in  
16 processing. The customers have no interconnection agreements or meters.

17 **Q Have you sent Vectren discovery requests about this?**

18 Yes. My attorney sent Vectren a set of discovery requests designed to determine  
19 whether Vectren has implemented a new policy in retaliation for my filing this  
20 case. We received discovery responses today, which are attached (without  
21 exhibits) as Exhibit BM-23. In addition, Vectren's attorneys did send my attorney  
22 a letter denying that Morton Solar was being specifically targeted by their new  
23 policy. A copy of that letter is attached as Exhibit BM-24.

24

**Harm to Net Metering Customers and Morton Solar**

**Q     You mentioned Vectren’s failure to timely install bi-directional meters. Can you explain how customers are financially harmed by this?**

**A**Yes. Without a bi-directional meter, the customer does not get the full benefit of generating his/her own power. Obviously, if you generate your own power, you will be consuming less from the grid. So, your electric bill will decrease somewhat. However, you are also sometimes putting power back onto the grid. If you do not have a meter that can go “in reverse,” you get no credit for that. So, without a net meter, Vectren is taking power from a customer without paying for it.

**Q     Can you give me specific examples of customers who have had significant delays in having their net meter installed?**

**A**Yes. Maybe the most blatant example is Bob Martin. His solar system was installed in January of 2012, and he still has not gotten his net meter. This was confirmed by Vectren in discovery. Specifically, attached as Exhibit BM-25 is a copy of Vectren’s response to Data Request 2-1, in which Vectren confirms that “[n]o net meter has been set for this customer as of this time.”

Attached as Exhibit BM-8 is an email I sent to Ann-Marie Dougan at Vectren in June of 2012, asking why his meter had not been installed. In response, she said she would check on it. I have called Vectren several times about this, but I have never gotten a clear answer on why Mr. Martin did not receive a net meter.

It should be noted that Mr. Martin received his system as part of the CAPE program I mentioned above. In other words, he received his solar array as a means of low-income assistance. It is troubling that Vectren has been taking his power without compensating him for it for over a year-and-a-half.

1     **Q     Have there been any recent developments in Bob Martin’s case since you**  
2     **initiated this Complaint?**

3     **A     Yes.** Just this week, Mr. Martin received a letter from Marilyn Lynch with  
4     Vectren asking him to sign and return a new interconnection agreement, which  
5     was enclosed with the letter. Interestingly, this interconnection agreement was  
6     already signed by Vectren. The letter suggests he will receive a bi-directional  
7     meter after he signs and returns this agreement. Although this should all have  
8     happened about eighteen months ago, this is a welcome development.

9                     I have attached a copy of the letter and interconnection agreement as  
10    Exhibit BM-20.

11    **Q     Are there other examples?**

12    **A     Yes,** there are at least three other customers that experienced significant delays in  
13    getting their net meter installed: James Purviance’s system was installed on  
14    March 13, 2013, and his meter was installed on May 14, 2013 – shortly after the  
15    news stories about this case broke. Similarly, Randy Ellis waited six months for  
16    his meter. His system was installed on November 27, 2012, and he received his  
17    meter on May 10, 2013 – again, roughly a week after news stories about this case  
18    appeared in local media. Finally, Sharis Goines-Pitt had her system installed on  
19    July 12, 2011, and did not receive her meter until January 6, 2012, according to  
20    Vectren’s records.

21    **Q     How much did these delays cost each customer?**

22    **A     Unfortunately,** that is completely unknowable. If a net meter had been installed,  
23    there would be a record of how much power the customer put back onto the grid.  
24    Without a net meter, there is simply no way to tell.

25                     Having said that, according to the affidavit of Randy Ellis, his monthly  
26    bills were between \$200 and \$300 per month during the six months before he  
27    received his net meter. He has only had the net meter for a few months, but he  
28    says he received one bill that was Vectren’s base rate of around \$11. In other  
29    words, he put at least as much power back on the grid as he consumed. He had

1 another bill around \$60. Given this information, going without a bi-directional  
2 meter for 6 months probably cost him over \$1,000.

3 **Q Can you estimate how much the delays in obtaining signed interconnection**  
4 **agreements have cost your customers in the form of lost sales of SRECs?**

5 **A** I cannot give an exact amount because the individual customer's production may  
6 have varied and market prices have fluctuated over the last few years. However,  
7 the table below shows generally what prices have been since 2010<sup>2</sup> and what my  
8 customers could have reasonably have expected to earn in the markets if they had  
9 been able to participate:

<b>Project</b>	<b>Commission date</b>	<b>Size (KW)</b>	<b>SREC's Produced Yearly</b>	<b>2010 (\$300)</b>	<b>2011 (\$100)</b>	<b>2012 (\$14)</b>	<b>2013 (\$14)</b>	<b>Total</b>
Ohio Township Public Library - Bell Road	12/8/2007	11	13.2	3960	1320	184.8	92.4	<b>\$5,557.20</b>
Lincoln Heritage Public Library – Chrisney	1/31/2009	9	10.8	3240	1080	151.2	75.6	<b>\$4,546.80</b>
VPS Architecture	4/21/2009	7	8.4	2520	840	117.6	58.8	<b>\$3,536.40</b>
Erik & Laura Arneberg	6/7/2010	10.8	12.96	1944	1296	181.44	90.72	<b>\$3,512.16</b>
Evansville-Vand. Central Library	4/26/2010	10.8	12.96	1944	1296	181.44	90.72	<b>\$3,512.16</b>
Don Jost	4/16/2010	5.5	6.6	990	660	92.4	46.2	<b>\$1,788.60</b>
Chanda Banner	6/26/2011	2.4	2.88		144	40.32	20.16	<b>\$204.48</b>
Gary Weiss	7/12/2012	2.2	2.64			18	18.48	<b>\$36.48</b>
Sharis Goines-Pitt	10/24/2011	2.4	2.88			40.32	20.16	<b>\$60.48</b>
Bob Martin	1/10/2012	2.4	2.88			40.32	20.16	<b>\$60.48</b>

<sup>2</sup> Historical pricing information based on historical data found at  
[http://www.srectrade.com/srec\\_prices.php](http://www.srectrade.com/srec_prices.php).

Roy Perry	12/28/2011	2.4	2.88	40.32	20.16	<b>\$60.48</b>
Denise Vaal	7/10/2012	13	15.6	14	109.2	<b>\$123.20</b>
Randy Ellis	11/27/2012	9	10.8	14	75.6	<b>\$89.60</b>
Norm Miller	10/26/2012	17	20.4		142.8	<b>\$142.80</b>

1 So, in total, I would estimate this group of customers lost roughly \$23,231.32 in  
2 revenue as a result of Vectren's failure to return signed interconnection  
3 agreements.

4 **Q Can you assess how much Vectren has cost your clients in the form of**  
5 **unnecessary equipment costs?**

6 **A** Vectren has been heavy handed with renewable energy installers concerning the  
7 installation of External Disconnects for smaller systems under 10KW. These  
8 disconnects are not needed because UL1741 certified inverters shut off  
9 automatically during power outages. Morton has tried to explain this to Vectren  
10 personnel but they have not been receptive to information from Morton Solar.  
11 Federal guidelines for interconnection from the Interstate Renewable Energy  
12 Council ("IREC") recommend that disconnects not be required for systems under  
13 10KW. They only add additional cost to the project without any safety benefit.  
14 Additionally, per IREC, there has never been a recorded incident of an electric  
15 line worker being injured from a properly installed renewable energy system that  
16 had a UL1741 inverter.

17 Each one of my customers wound up having an unnecessary external  
18 disconnect installed at a cost of about \$500 per customer. Vectren's position has  
19 been that they are allowed to require this under Commission rules. This may be  
20 true, but it is technically unnecessary.

21 **Q What other equipment costs have specific customers had to pay?**

22 **A** As noted above, the Town of Chrisney and its successor in interest on the library,  
23 Lincoln Heritage Public Library system were stuck with a \$7,900 charge for

1 interconnecting with Vectren's network. Vectren also (1) attempted to charge the  
2 Haubstadt Elementary school \$12,000 for an unneeded transformer, (2) attempted  
3 to charge Dr. Ted Stransky for an unnecessary upgrade to his transformer, and (3)  
4 attempted to double the final \$8,000 connection cost for Tom Coomes.

5 I should note that a number of Vectren customers have petitioned to  
6 intervene in this case. I anticipate these intervening parties will be able to itemize  
7 their own damages when they file their testimony in response to my testimony.

8 **Q Can you assess how much Vectren has cost Morton Solar as a result of these**  
9 **obstacles?**

10 I have been advised by my attorney that awarding damages for Vectren  
11 wrongfully interfering with my business relationships probably exceeds this  
12 Commission's jurisdiction. I have been advised that, if the Commission finds  
13 violations, the next step would be to file a civil lawsuit based on the  
14 Commission's findings. At that time, we would probably need to present some  
15 sort of expert testimony quantifying the financial harm to Morton Solar.

16 However, I can provide some general descriptions of the ways in which  
17 Morton Solar has been harmed. Basically, these types of harm fall into three main  
18 categories:

19 (1) Time: The delays of some of the earlier projects being implemented  
20 caused our payments to be delayed, but also and more importantly,  
21 consumed my personal time which hindered me from moving our  
22 company forward. Since I am and have been the sole sales person for  
23 Morton Solar, any time not spent on developing and selling projects is  
24 costly. For example, since July 2011 when the new net-metering law was  
25 passed, I have spent countless hours meeting and speaking with  
26 businesses, corporations, universities, schools, etc., which use a lot of  
27 electricity that could benefit from solar energy systems as large as 1  
28 MW. A 1 MW project would be a \$3,000,000 project for our company.  
29 However, without some assurance that Vectren will not take steps to block  
30 such a project, beginning such a project would pose a significant financial  
31 risk.

32 (2) Reputation: We promised our customers that they would be able to sell  
33 their SRECs. Because of Vectren's delays in providing signed

interconnection agreements, we have been unable to deliver on that promise. That has harmed Morton Solar's reputation.

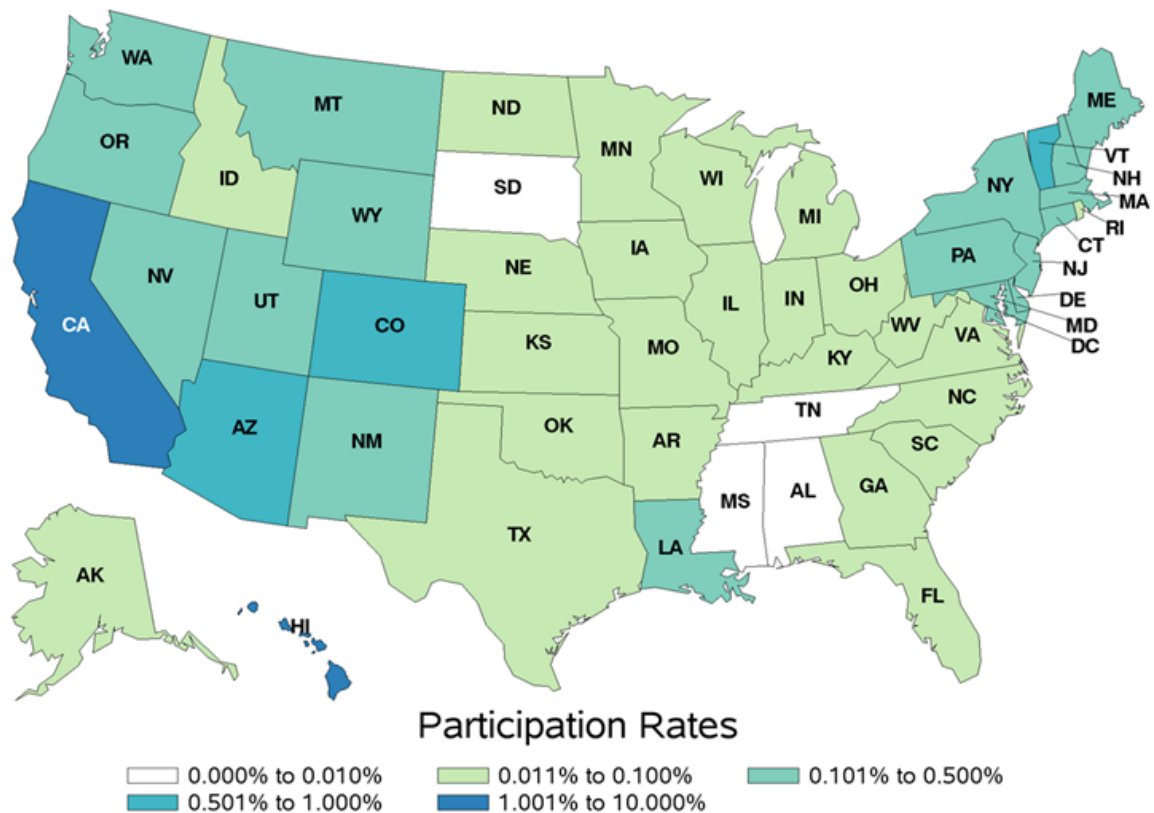
- (3) Future Projects: Because I personally have spent so much time dealing with Vectren bureaucracy, we have not been able to focus on selling new projects as much as we otherwise would have.

### Policy Issues

**Q What is the current trend in customer participation in net metering?**

According to the U.S. Energy Information Administration, net metering has been increasing dramatically across the U.S. in the last few years, particularly among residential customers. (See, <http://www.eia.gov/electricity/monthly/update/?scr=email>.) Unfortunately, Indiana lags other states in customer participation, as shown below:

### **2012 residential customer net metering participation rates**



1     **Q     Does the increased use of renewable energy sources increase energy costs?**

2     **A     No. In fact, other states have found the opposite: Increased use of renewable**  
3     energy such as solar and wind has decreased wholesale energy prices.  
4     Specifically, the Ohio Public Service Commission recently commissioned a study  
5     to determine the wholesale rate impact of increased reliance on renewable energy  
6     as a result of Ohio's minimum renewable portfolio standards. They concluded  
7     wholesale prices had gone down as a result of the increase in use of renewables,  
8     stating:

9             The model simulations indicate that, consistent with theoretical expectations,  
10            Ohioans are already benefiting from renewable resource additions through  
11            downward pressure on wholesale market prices and reduced emissions. No  
12            severe congestion issues or emergency curtailments were observed, even after  
13            incorporating all approved projects, which suggests that the electric grid in  
14            Ohio is sufficiently robust to support the continued development of utility-  
15            scale renewable projects.

16           *(Renewable Resources and Wholesale Price Suppression, Ohio Public Utilities*  
17           *Commission, August 2013, attached as Exhibit BM-26.)*

18            According to an article appearing in Midwest Energy News, this report is  
19            consistent with the findings in other states. (See, the full article at  
20            [http://www.midwestenergynews.com/2013/09/05/report-ohio-renewable-energy-](http://www.midwestenergynews.com/2013/09/05/report-ohio-renewable-energy-law-cuts-costs-emissions/)  
21            [law-cuts-costs-emissions/](http://www.midwestenergynews.com/2013/09/05/report-ohio-renewable-energy-law-cuts-costs-emissions/).) In my opinion, I would think Indiana would want to  
22            increase customer participation in net metered renewable energy programs as a  
23            way of keeping Indiana energy prices low and encouraging businesses to move to  
24            the state.

25  
26                           **Recommendations and Request for Relief**

27     **Q     What are you asking the Commission to do in this case?**

28     **A     First, I would ask that the Commission find that Vectren violated the**  
29     Commission's rules by discriminating against net metering/cogeneration  
30     customers. I would ask that the Commission find that each day Vectren failed to



1       timely return an interconnection agreement constituted a separate, continuing  
2       violation.

3               Second, I would ask that the Commission find that these violations  
4       directly caused my clients to be deprived of roughly \$23,231.32 in lost sales of  
5       SRECs. To the extent the Commission has jurisdiction, I request that Vectren be  
6       ordered to repay that amount. In the alternative, I would request the Commission  
7       enter a specific finding that my attorney can have enforced in a civil court.

8               Third, I would ask that this Commission find that Vectren unreasonably  
9       delayed the installation of net meters for my clients identified, above. Because  
10      Vectren's own failure to install the meter makes the exact amount each customer  
11      was overcharged unknowable, I would ask that the customers receive full refunds  
12      of their bills during the periods of delay.

13              Fourth, I would ask that the Commission order Vectren to refund the  
14      \$7,900 (plus interest) paid by the Town or by Lincoln Heritage Public Library  
15      under its minimum use contract.

16              Fifth, I would ask that this Commission make a specific finding that  
17      Vectren unreasonably – and without justification – interfered with Morton Solar's  
18      business relationships. While my attorney advises me that this Commission  
19      probably lacks jurisdiction to award damages for what he says is a "tort claim," I  
20      would ask that the Commission's findings be specific enough to be enforced by a  
21      civil court.


22              Finally, I would ask that the Commission initiate a broad investigation into  
23      the practices of Indiana electric utilities in handling customer generation  
24      interconnection, and whether a rulemaking to revise the customer generation  
25      interconnection rules set out in 170 IAC 4-4.3 would be appropriate.


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

27      **A       Yes.**

**VERIFICATION**

I, Brad Morton, President of Morton Solar & Wind, LLC, affirm under penalties of perjury that the foregoing representations are true and correct to the best of my knowledge, information and belief.

  
\_\_\_\_\_  
Brad Morton

  
\_\_\_\_\_  
Date

# STATE OF INDIANA



INDIANA UTILITY REGULATORY COMMISSION  
101 WEST WASHINGTON STREET, SUITE 1500 EAST  
INDIANAPOLIS, INDIANA 46204-3407

<http://www.in.gov/iurc>  
Office: (317) 232-2701  
Facsimile: (317) 232-6758

December 15, 2009

Scott R. Albertson  
Director of Regulatory Affairs  
One Vectren Square  
211 N.W. Riverside Drive  
Evansville IN 47708

Dear Mr. Albertson:

The Electricity Division of the Indiana Utility Regulatory Commission recently received a customer inquiry from Brad Morton, an installer of wind turbines, regarding a proposed net metering installation at Haubstadt Elementary School in the South Gibson School Corporation. The inquiry involved a proposed wind turbine and the fact that the school receives three phase power service from Vectren. According to Mr. Morton, Vectren asserted that because the school receives service at three phase, the project did not fit into the applicability section in Vectren's Net Metering Rider, Rider NM ("Net Metering Tariff"). Vectren advised Mr. Morton that single phase service was necessary to supply the wind turbine which would require an underground bore at a cost of \$12,000.

In response to this inquiry we reviewed Vectren's Net Metering Tariff and the Commission's net metering rule at IAC 170 4-4.2-4. The Commission's net metering rule states that: "[a]n investor-owned electric utility shall offer net metering to residential customers and K-12 schools that install a net metering facility." In contrast, the applicable section of Vectren's Net Metering Tariff states that: "[t]his Rider is applicable to Residential Customers, K-12 schools and Municipal Corporations electing service hereunder who have installed photovoltaic, wind, or hydroelectric generator systems on their premises and who are provided single-phase service."

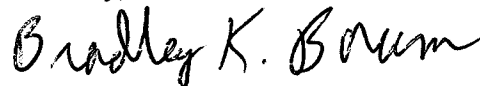
Based on our review, it is apparent that the terms of Vectren's Net Metering Tariff do not comport with the terms of the Commission's net metering rule. Unlike Vectren's Net Metering Tariff, the Commission's rule does not contain any restriction on the type of electric service that would make a potential net metering customer ineligible, or require the customer to pay for the installation of single phase service. While we have not inspected the installation, Mr. Morton asserts that he performed a similar installation at a school with three phase service in Bloomington and did not encounter the issue presented by Vectren. We are also aware that other schools have net metering installations, and the issue of the type of service has not previously been brought to our attention.

Scott R. Albertson  
December 15, 2009  
Page 2

In order to address the inconsistency between the terms of Vectren's Net Metering Tariff and the Commission's net metering rule, Vectren should make a thirty day filing with the Electricity Division to amend its Net Metering tariff as necessary to remove any conflicting terminology and requirements. We also suggest that Vectren work with the Haubstadt School and its agents to effectuate the proposed net metering installation. We understand that the school has received a grant from the Indiana Office of Energy Development for this project, and that the grant has a deadline for completion of the installation by May 31, 2010.

Thank you for your prompt attention to this matter. If you have any questions or need any additional information, please contact me at 317-232-2304.

Sincerely,

A handwritten signature in black ink that reads "Bradley K. Borum". The signature is written in a cursive, flowing style.

Dr. Bradley Borum  
Director of Electricity  
Indiana Utility Regulatory Commission

cc: Dr. Stacey Humbaugh  
South Gibson School Corporation  
Superintendent  
1029W 650 S  
Fort Branch, IN 47648

**J. David Agnew**

---

**From:** Van Bibber, Brad [bjvanbibber@Vectren.com]  
**Sent:** Friday, January 18, 2013 10:47 AM  
**To:** Brad Morton (bmorton@mortonsolar.com)  
**Subject:** FW: Kohut  
**Attachments:** 20130118100515.pdf

Brad,

Here is the signed copy for Tony Kohut.

I am still working on Stute, and Miller.

Thanks,

Brad

**From:** [GlobalScan@vectren.com](mailto:GlobalScan@vectren.com) [<mailto:GlobalScan@vectren.com>]  
**Sent:** Friday, January 18, 2013 9:13 AM  
**To:** Van Bibber, Brad  
**Subject:**

This message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential, and exempt from disclosure under applicable law or may constitute as attorney work product. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, notify us immediately by telephone and (i) destroy this message if a facsimile or (ii) delete this message immediately if this is an electronic communication. Thank you.

**J. David Agnew**

---

**From:** Brad Morton [bmorton@mortonsolar.com]  
**Sent:** Wednesday, January 23, 2013 10:52 PM  
**To:** newbusiness@vectren.com  
**Cc:** cmatsel@mortonsolar.com  
**Subject:** Net-Metering Agreement for Morris Bitzer  
**Attachments:** P398 Electrical.pdf; Bitzer Net-Metering Agreement.pdf; Bitzer Insurance.pdf

Dear Vectren,

Here is the net-metering agreement and insurance for Morris Bitzer, 13700 Brownwood Lane, Evansville.  
Please email the executed and signed net-metering agreement back to me with authorized Vectren signature.

Let me know if you need further information.

Thanks and best regards,

Brad Morton  
Morton Solar & Wind, LLC  
(812)402-0900  
(270)799-8978  
Fax (812)402-9695



NABCEP Certified

**J. David Agnew**

---

**From:** Brad Morton [bmorton@mortonsolar.com]  
**Sent:** Tuesday, March 05, 2013 9:12 AM  
**To:** 'dpetite@vectren.com'  
**Cc:** cmatsel@mortonsolar.com  
**Subject:** Net-Metering Agreements - Need Signatures  
**Attachments:** Bitzer Net-Metering Agreement.pdf; Miller Net-Metering Agreement.pdf; Stute Net-Metering.pdf; Krietemeyer Signed net-metering agreement.pdf; Net-Metering Agreement - Randy Ellis.pdf; Net Metering Agreement.pdf

Hello Doug,

Hope this email finds you well. We need copies of the executed net-metering agreements signed by Vectren sent back to us for our records. Attached are the last 6 that we have submitted but have not been returned to us. These executed documents are needed for the customer to sell their SREC'S. The customer loses credits if these contracts are not executed promptly. Please let me know if you need further information.

Thanks and best regards,

Brad Morton  
Morton Solar, LLC  
(812)402-0900  
(270)799-8978  
Fax (812)402-9695



NABCEP Certified

**J. David Agnew**

---

**From:** Brad Morton [bmorton@mortonsolar.com]  
**Sent:** Wednesday, March 06, 2013 3:35 PM  
**To:** ADougan@Vectren.com  
**Subject:** FW: Net-Metering Agreements - Need Signatures  
**Attachments:** Bitzer Net-Metering Agreement.pdf; Miller Net-Metering Agreement.pdf; Stute Net-Metering.pdf; Krietemeyer Signed net-metering agreement.pdf; Net-Metering Agreement - Randy Ellis.pdf; Net Metering Agreement.pdf

Ann-Marie,  
Can you help me out with this?

Brad Morton  
Morton Solar, LLC  
(812)402-0900  
(270)799-8978  
Fax (812)402-9695



NABCEP Certified

---

**From:** Brad Morton [<mailto:bmorton@mortonsolar.com>]  
**Sent:** Tuesday, March 05, 2013 8:12 AM  
**To:** 'dpetite@vectren.com'  
**Cc:** [cmatsel@mortonsolar.com](mailto:cmatsel@mortonsolar.com)  
**Subject:** Net-Metering Agreements - Need Signatures

Hello Doug,  
Hope this email finds you well. We need copies of the executed net-metering agreements signed by Vectren sent back to us for our records. Attached are the last 6 that we have submitted but have not been returned to us. These executed documents are needed for the customer to sell their SREC'S. The customer loses credits if these contracts are not executed promptly. Please let me know if you need further information.  
Thanks and best regards,

Brad Morton  
Morton Solar, LLC  
(812)402-0900  
(270)799-8978  
Fax (812)402-9695



NABCEP Certified



**J. David Agnew**

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**From:** Dougan, Ann-Marie E. [ADougan@Vectren.com]  
**Sent:** Friday, April 05, 2013 3:00 PM  
**To:** Brad Morton (bmorton@mortonsolar.com)  
**Subject:** FW: Net meter Agreement  
**Attachments:** 20130311155507.pdf; Stute.pdf; Bitzer.pdf

Here is Sute, Krietemeyer, and Bitzer. I will follow up on Vaal, Ellis and Miller the beginning of next week. Sorry for the inconvenience, I thought these were completed and sent to you already.

Thanks.  
Ann-Marie

---

**From:** Dougan, Ann-Marie E.  
**Sent:** Monday, March 11, 2013 3:53 PM  
**To:** Brad Morton ([bmorton@mortonsolar.com](mailto:bmorton@mortonsolar.com))  
**Subject:** FW: Net meter Agreement

Brad,  
I am working on the other 3 or 4 you sent as well.  
Thanks,  
Ann-Marie

**From:** [GlobalScan@vectren.com](mailto:GlobalScan@vectren.com) [<mailto:GlobalScan@vectren.com>]  
**Sent:** Monday, March 11, 2013 3:03 PM  
**To:** Dougan, Ann-Marie E.  
**Subject:**

This message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential, and exempt from disclosure under applicable law or may constitute as attorney work product. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, notify us immediately by telephone and (i) destroy this message if a facsimile or (ii) delete this message immediately if this is an electronic communication. Thank you.

**J. David Agnew**

---

**From:** Brad Morton [bmorton@mortonsolar.com]  
**Sent:** Thursday, May 02, 2013 10:31 AM  
**To:** ADougan@Vectren.com  
**Subject:** Customer List for Interconnection agreement  
**Attachments:** Vectren Customers Needing Executed Interconnection.xlsx

Ann-Marie,  
Here is the list that we need executed interconnection agreements.  
Thanks,

Brad Morton  
Morton Solar, LLC  
(812)402-0900  
(270)799-8978  
Fax (812)402-9695



NABCEP Certified

Project	Address
Ohio Township Public Library - Bell Road	4111 Lake Shore Drive, Newburgh, IN 47630
Lincoln Heritage Public Library - Chrisney	228 E. North Street, Chrisney, IN 47611
VPS Architecture	528 Main Street, Suite #400, Evansville, IN 47708
Erik & Laura Arneberg	1309 E. Main Street, New Harmony, IN 46731
Evansville-Vand. Central Library	200 SE MLK Jr. Blvd., Evansville, IN 47713
Don Jost	295 E. 1025 S, Haubstadt, IN 47639
Chanda Banner	1607 Crystal Ct, Evansville, IN 47714
Gary Weiss	5018 Hogue Road, Evansville, IN 47712
Sharis Goines-Pitt	3316 Dellwood Ct, Evansville, IN 47725
Bob Martin	3221 N. Eleventh Ave., Evansville, IN 47720
Roy Perry	1669 Edson Ave., Evansville, IN 47714
Denise Vaal	4178 E. County Road 1700N, Dale, IN 47523
Randy Ellis	1177 Phillips Road, Boonville, IN 47601
Norm Miller	6899 Miller Lane, Newburgh, IN 47630
James Purviance	8833 Calvin Circle, Newburgh, IN 47630

Phone Number	MS Project #	Email	Commissioned
(812)853-5486	P112	Steve Thomas	
(812)362-8471	P128		1/31/2009
(812)423-7729	P150	<a href="mailto:sschuler@vpsarch.com">sschuler@vpsarch.com</a>	4/21/2009
(802)734-7856	P162		6/7/2010
(812)428-8200	P173	<a href="mailto:mruder@evpl.org">mruder@evpl.org</a>	4/26/2010
(812)499-2166	P210		4/16/2010
	P260a		6/26/2011
(812)425-5613	P260b	<a href="mailto:gary.weiss@insightbb.com">gary.weiss@insightbb.com</a>	7/12/2012
(812)589-4580	P260g	<a href="mailto:lelepittgoines@gmail.com">lelepittgoines@gmail.com</a>	10/24/2011
(812)423-7734	P260h		1/10/2012
(812)476-1986	P260j		12/28/2011
	P325		7/10/2012
(812)202-0356	P329		11/27/2012
(812)760-0811	P354	<a href="mailto:spottsville@gmail.com">spottsville@gmail.com</a>	10/26/2012
(812)305-4592	P372	<a href="mailto:purviancejames@gmail.com">purviancejames@gmail.com</a>	3/13/2013

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Transcription Foot pedal with Express Scribe Pro

## Vectren being investigated by IURC

*Posted: May 03, 2013 9:00 PM EDT**Updated: May 10, 2013 9:04 PM EDT*

Posted by Kenny Douglass - bio | email

EVANSVILLE, IN (WFIE) - A complaint filed against Vectren Energy concerning renewable energy laws leads to a state investigation.

A local solar power company claims Vectren withheld documents and delayed project for customers trying to harness renewable energy. On Friday night, the Indiana Utility Regulatory Commission says it's looking into the complaint.

Under Indiana law, Vectren must supply net-metering for renewable energy to residential homes and K-12 schools. They must also provide documents called interconnection agreements, but 14 News found customers who applied for those documents from Vectren back in 2007 and say they still haven't received them.

In 2010, Donya Bengert and her third grade class raised \$25,000 for a wind turbine outside Haubstadt Elementary. According to IURC records, Vectren was going to charge the school \$12,000 to hook it up until the IURC stepped in.

"We were really disappointed in the beginning and worried because we'd already secured quite a bit of funds," says Bengert.

Brad Morton with Morton Solar says this is just one example of his dealings with Vectren.

"It's very troubling because it makes it very difficult for us to move forward with projects without knowing what the costs are going to be," says Morton.

In his most recent complaint filed April 18, Morton claims Vectren has demonstrated "Malicious Intent to harm his company and customers by delaying projects." He points to Interconnection agreements, customers need to sell-back their energy credits.

14 News found applications filed in October and in March that had not been returned until after we notified Vectren of the issue on Thursday. One of Morton's customers says they haven't received theirs they filed with Vectren in 2007.

"The bottom line is, we are not intentionally stalling," says Chase Kelley with Vectren. "We are not blocking this. We have consistently added customers every year. It's an IURC requirement we are going to comply."

The IURC says it is investigating and Morton says renewable energy needs to be an option for years to come.

"We want to work with Vectren and we want them to be supportive of customers who choose to generate their own power," says Morton.

Indiana's metering laws were changed in recent years. Vectren says it is working with Morton to clear up any issues and is committed to renewable energy efforts.

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**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 ) CAUSE NO. 44344  
COMPLAINT BY MORTON SOLAR & WIND, LLC AGAINST )  
VECTREN UTILITY HOLDINGS, INC. d/b/a VECTREN  
ENERGY DELIVERY OF INDIANA -- SOUTH**

**RESPONDENT'S OBJECTIONS AND RESPONSES TO MORTON  
SOLAR & WIND LLC'S DATA REQUEST SET NO. 2**

Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc. ("Company"), pursuant to the Prehearing Conference Order in this Cause, hereby submits the following Objections and Responses to Morton Solar & Wind LLC's Request Set No. 2 served August 12, 2013 ("Requests").

**General Objections**

All of the following General Objections are incorporated by reference in the response to each of the Requests:

1. The responses provided to the Requests have been prepared pursuant to a reasonable investigation and search conducted in connection with the Requests in those areas where information is expected to be found. To the extent the Requests purport to require more than a reasonable investigation and search, the Company objects on grounds that they seek to impose an undue burden and unreasonable expense and exceed the scope of permissible discovery.

2. To the extent that the Requests seek production of electronically stored information, The Company objects to producing such information from sources that are not reasonably accessible because of undue burden or cost.

3. The responses provided to the Requests set forth the information in reasonably complete detail. To the extent that the requesting party contends that a Request calls for more detail, the Company objects to the Request on the grounds that it is overly broad, seeks to impose an undue burden and unreasonable expense, and exceeds the scope of permissible discovery.

4. The Company objects to the Requests to the extent they seek documents or information which are not relevant to the subject matter of this proceeding and to the extent they are not reasonably calculated to lead to the discovery of admissible evidence.

4. The Company objects to the Requests to the extent they seek documents or information which are not relevant to the subject matter of this proceeding and to the extent they are not reasonably calculated to lead to the discovery of admissible evidence.

5. The Company objects to the Requests to the extent they seek an analysis, calculation, compilation or study which has not already been performed and which the Company objects to performing.

6. The Company objects to the Requests to the extent they are vague and ambiguous and do not provide a reasonable basis from which the Company can determine what information is sought.

7. The Company objects to the Requests to the extent they seek information that is subject to the attorney-client, work product, settlement negotiation or other applicable privileges.

8. The Company objects to the Requests to the extent they purport to require the Company to supply information in a format other than that in which the Company normally keeps such information.

9. The Company objects to the Requests to the extent that they seek production of documents created during an unreasonably long or unlimited period, on the grounds that the Requests are overly broad, seek to impose an undue burden and unreasonable expense, and exceed the scope of permissible discovery.

10. The Company objects to the Requests to the extent they request the production of information and documents not presently in the Company's possession, custody or control.

11. The Company objects to the Requests (including Paragraph 1(b) of the "Definitions and Instructions") to the extent they request the production of (a) multiple copies of the same document; (b) additional copies of the same document merely because of immaterial or irrelevant differences; and (c) copies of the same information in multiple formats on the grounds that such Requests are irrelevant, overbroad, unreasonably burdensome, unreasonably cumulative and duplicative, not required by the Commission rules, and inconsistent with practice in Commission proceedings.

12. The responses constitute the corporate responses of the Company and contain information gathered from a variety of sources. The Company objects to the Requests (including Paragraph 2(g) of the "Definitions and Instructions") to the extent they request identification of and personal information about all persons who participated in responding to each data request on the grounds that (a) they are overbroad and unreasonably burdensome given the nature and scope of the requests and the many people who may be consulted about them and (b) they seek information that is subject to the attorney client and work product privileges. The Company also objects to the Requests to the extent they request identification of witnesses to be called in the Company's case-in-chief or rebuttal who can answer questions regarding the information supplied in the responses on the grounds that (a) the Company is under no obligation to call witnesses to respond to questions about information provided in discovery and (b) the Requests seek information subject to the work product

privilege.

13. The Company objects to Paragraph 2(b) of the “Definitions and Instructions” on the grounds that it is unreasonably burdensome in light of the scope of the proceeding and the short discovery deadlines, inconsistent with Commission practice, and inconsistent with the informal discovery procedures provided for in the Prehearing Conference Order.

14. The Company assumes no obligation to supplement these responses except to the extent required by Ind. Tr. R. 26(E) (1) and (2) and objects to the extent the “Definitions and Instructions” and/or Requests purport to impose any greater obligation.

Without waiving these objections, the Company responds to the Requests in the manner set forth below.



**Request No. 1-1:** Attached as “Exhibit A” is a list of Vectren customers who contracted with Morton Solar and who have applied to Vectren for interconnection agreements. For **each** customer on this list, please provide the following information:

- a. On what date did you first received an application (whether complete or not) from the customer (or on behalf of the customer) to connect customer-generator facilities from the customer?
- b. Does/did you consider the application to fall within “Level 1” interconnection review (170 IAC-4-4.3-6), “Level 2” interconnection review (170 IAC-4-4.3-7), “Level 3” interconnection review (170 IAC-4-4.3-8), or some other review procedure? Please explain why you classify/classified the application this way?
- c. How and on what date (if at all) did you notify the customer (or its representative) that the initial application was either complete or incomplete?
- d. On what dates did you receive a complete application from the customer (or its representative)?
- e. How and on what date (if at all) did you notify the customer that the customer’s application was complete?
- f. For any customer that submitted a “Level 2” application, on what date(s) did you perform the “initial review” required under 170 IAC 4-4.3-7(q)? Please explain the results of this “initial review” and specify whether that result fell under 170 IAC 4-4.3-7(q)(1), (2), (3), or (4).
- g. For any customer that submitted a “Level 3” application, on what date(s) did you perform the “initial review” and “offer the applicant the opportunity to meet with utility staff” as required under 170 IAC 4-4.3-8(b)?
- h. For any customer that submitted a “Level 3” application, on what date(s) did you “provide an impact study agreement to the applicant” as required under 170 IAC 4-4.3-8(c)? What was the “good faith estimate” the applicant was asked to pay?
- i. For any customer that submitted a “Level 3” application, on what dates did you perform and complete the impact study? Please explain the results of the study, including any estimates for the costs of modifications to the distribution system, whether if required a “facilities study,” any estimate for the costs of any facilities study, etc.
- j. On what date did you provide the customer with an **executable** interconnection agreement?
- k. On what date did you provide the customer with an **executed** interconnection agreement?

**Response:**

- a. Please see Vectren Exhibit MS 1-1.

- b. Please see Vectren Exhibit MS 1-1. Only three of the projects identified in Exhibit A qualified for a Level 2 application review. All three projects qualified for a Level 2 application review due to the size of their output, which fell between 10 kilowatts and 2 megawatts. All other projects identified in Exhibit A had an output of less than 10 kilowatts and satisfied the criteria of 170 IAC 4-4.3-6(c) through (h) and were therefore processes under a Level 1 application review.
- c. Please see Vectren Exhibit MS 1-1 for the date Vectren informed the customer that its application was incomplete. In some instances, Vectren does not have records indicating the specific date or form of communication with the customer. Vectren informed other customers by electronic mail and telephone that their application was incomplete.
- d. Please see Vectren Exhibit MS 1-1.
- e. Please see Vectren Exhibit MS 1-1. Vectren does not have records of all communications with customers regarding the completeness of their applications. In some instances, Vectren sent emails and in other instances communication was by telephone.
- f. Please see Vectren Exhibit MS 1-1. The Level 2 reviews for Messrs. Kriemeyer and Miller satisfied 170 IAC 4-4.3-7(q)(1). Mr. Stransky's application violated 170 IAC 4-4.3-7(e). Upon further reviews of studies in Vectren's possession, Vectren concluded pursuant to 170 IAC 4-4.3-7(o) that the facility could be interconnected.
- g. None of the customers identified in Exhibit A submitted applications qualifying for a Level 3 review.
- h. None of the customers identified in Exhibit A submitted applications qualifying for a Level 3 review.
- i. None of the customers identified in Exhibit A submitted applications qualifying for a Level 3 review.
- j. Please see Vectren Exhibit MS 1-1. Vectren has made an executable interconnection agreement available on its website at:

[https://www.vectrenenergy.com/Business\\_Customers/Rates\\_&\\_Regulatory/Customer-Owned\\_Generation.jsp](https://www.vectrenenergy.com/Business_Customers/Rates_&_Regulatory/Customer-Owned_Generation.jsp)

In many cases, customer applications included interconnection agreements executed by the customer.

- k. Please see Vectren Exhibit MS 1-1 for the dates Vectren provided fully executed interconnection agreements (*i.e.* agreements executed by both Vectren and the customer) to the customers or their agent. This does not represent the date that the interconnection agreements were fully executed by both the customer and Vectren. Because Vectren makes its interconnection agreement available on its website, many customers submit agreements they have already executed. These agreements become binding upon Vectren's execution.

As a result of this practice, Vectren personnel developed a practice of requesting executed contracts from customers. Vectren executed the agreements upon completion of all required steps to initiate the interconnection. In some instances, specifically Nick Davidson and Engelbrecht Orchard, execution was delayed until receipt of proof of insurance. Vectren did not, as a general rule, return copies of the fully executed interconnection agreements to customers unless copies were requested. The dates identified on Vectren Exhibit MS 1-1 reflect the dates the executed interconnection agreements were provided to customers or their agents.

**Request No. 1-2:** Attached as “Exhibit A” is a list of Vectren customers who contracted with Morton Solar and who have applied to Vectren for interconnection agreements. For each customer on this list, please provide the following documents:

- a. Copies of the customer’s initial interconnection application;
- b. Copies of any supplements or revised applications the customer provided;
- c. Copies of any **executable** interconnection agreement that you provided to the customer;
- d. Copies of any **executed** interconnection agreement that you provided to the customer;
- e. Copies of any communications from or to the customer (or the customer’s representative) regarding the application, including any notices regarding the completeness of the application;
- f. For any customer that submitted a “Level 2” or “Level 3” application, all documents produced as part of the “initial review” required under 170 IAC 4-4.3-7(q) or 170 IAC 4-4.3-8(b);
- g. For any customer that submitted a “Level 3” application, a copy of the impact study agreement provided to the applicant; and
- h. For any customer that submitted a “Level 3” application, all documents produced as part of any “impact study” or “facilities study.”

**Response:**

- a. Please see Vectren Exhibit MS 1-2(a).
- b. Please see Vectren Exhibit MS 1-2(b).
- c. Vectren provides an executable interconnection agreement on its website. In many cases, Vectren received interconnection agreements executed by customers early in the process. Copies of agreements executed by customers are provided as Vectren Exhibit MS 1-2(c).
- d. Please see Vectren Exhibit MS 1-2(d).
- e. Please see Vectren Exhibit MS 1-2(e).
- f. Please see Vectren Exhibit MS 1-2(f).
- g. No customers identified on Exhibit A submitted a Level 3 application.
- h. No customers identified on Exhibit A submitted a Level 3 application.

Dated this 26th day of August, 2013.

As to objections,



Robert E. Heidorn (Atty No. 14264-49)  
Joshua A. Claybourn (Atty No. 26305-49)  
VECTREN CORPORATION  
One Vectren Square  
211 N.W. Riverside Drive  
Evansville, Indiana 47708  
Telephone: (812) 491-4203  
Facsimile: (812) 491-4238  
E-Mail: [rheidorn@vectren.com](mailto:rheidorn@vectren.com)  
E-Mail: [jclaybourn@vectren.com](mailto:jclaybourn@vectren.com)

P. Jason Stephenson (# 21839-49)  
Barnes & Thornburg LLP  
11 South Meridian Street  
Indianapolis, Indiana 46204  
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Attorneys for Southern Indiana Gas and Electric Company  
d/b/a Vectren Energy Delivery of Indiana, Inc.

			a	b	c	d	e	f	j	k
Customer	TYPE	KW Rating	Application first received	Level 1, 2 or 3	Customer notified application incomplete	Complete application received	customer notified of complete application	Level '2' initial review and explain results	EXECUTABLE interconnection agreement sent to customer	EXECUTED agreement provided to customer
Ohio Township Public Library - Bell Road <sup>1</sup>	SOLAR	5.5	no records	1	2/3/2005	no records	no records	n/a	2/3/2005	3/30/2007
Ohio Township Public Library - Bell Road <sup>2</sup>	OFF-GRID SOLAR	n/a	none	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Engelbrecht Orchard	WIND	10	6/19/2008	1	7/28/2008	9/12/2008	9/12/2008	n/a	8/22/2008	1/27/2009
Lincoln Heritage Public Library - Chrisney	SOLAR	10	7/28/2008	1	no records	8/24/2008	8/22/2008	n/a	8/22/2008	1/9/2009
Bill Polk	WIND	1.8	7/24/2008		8/25/2008	no records	no records	n/a	7/28/2008	9/24/2008
VPS Architecture	SOLAR	7.5	3/31/2009	1	no records	4/14/2009	4/14/2009	n/a	1/12/2010	3/31/2009
Erik & Laura Arneberg ( New Harmony)	SOLAR	10	3/15/2010	1	3/17/2010	6/24/2010	no records	n/a	6/7/2010	6/30/2010
Evansville-Vand. Central Library	SOLAR	10	4/28/2010	1	5/5/2010	5/14/2010	5/11/2010	n/a	4/26/2010	5/21/2010
Andy Davidson	SOLAR	4	11/11/2009	1	complete	11/11/2009	11/18/2009	n/a	11/24/2009	11/25/2009
Haubstadt Community School	WIND	2.4	5/27/2010 *	1	5/27/2010 *	5/27/2010	5/27/2010	n/a	1/20/2010	6/10/2010
Nick Davidson	SOLAR	5	3/30/2010	1	complete	3/30/2010	3/30/2010	n/a	5/21/2010	5/21/2010
Don Jost	SOLAR	4	3/30/2010	1	complete	3/30/2010	3/30/2010	n/a	4/16/2010	5/13/2010
Tony Kohut	SOLAR	3	4/4/2011	1	4/25/2011	5/11/2011	no records	n/a	5/3/2011	5/17/2011
Chanda Banner	SOLAR	4	6/27/2011	1	complete	6/30/2011	no records	n/a	6/26/2011	7/13/2011
Gary Weiss	SOLAR	3	6/1/2011	1	6/2/2011	7/18/2011	no records	n/a	6/20/2011	7/18/2011
Sharis Goines-Pitt	SOLAR	3	10/25/2011	1	no records	11/7/2011	no records	n/a	10/25/2011	11/28/2011
Bob Martin	SOLAR		1/11/2012	1	order not entered	n/a	n/a	n/a	n/a	n/a
Roy Perry	SOLAR	2.15	12/28/2011	1	no records	1/19/2012	no records	n/a	12/28/2011	2/1/2012
Howell Wetlands <sup>3</sup>	SOLAR	n/a	none	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Denise Vaal	SOLAR	6 and 8	7/25/2012	1	8/20/2012	11/2/2012	11/6/2012	n/a	7/26/2012	11/17/2012
Jeff Osborne	SOLAR	10	4/26/2013	1	complete	4/26/2013	5/6/2013	n/a	5/6/2013	5/20/2013
Randy Ellis	SOLAR	7.525	11/28/2012	1	1/16/2013	5/8/2013	5/8/2013	n/a	11/27/2012	5/8/2013
Dave Krietermeyer	SOLAR	11.825	9/11/2012	2	no records	9/11/2012	no records	9/11/2012	10/8/2012	
Carl Fehrenbacher	SOLAR	8	4/26/2013	1	complete	4/26/2013	4/30/2013	n/a	5/3/2013	5/15/2013
Allen Stute	SOLAR	4.515	12/17/2012	1	no records	12/26/2012	no records	n/a	12/14/2012	
Norm Miller	SOLAR	14.5	11/6/2012	2	11/8/2012	11/16/2012	11/16/2012	11/8/2012	11/6/2012	
Ted Stransky	SOLAR	24.75	3/26/2013	2	4/1/2013-4/5/2013	4/17/2013	no records	4/5/2013	4/16/2013	4/29/2013
James Purviance	SOLAR	5.4	3/19/2013	1	no records	3/21/2013	3/21/2013	n/a	3/13/2013	5/2/2013
Morris Bitzer	SOLAR	8	1/25/2013	1	no records	2/8/2013	no records	n/a	1/11/2013	
Stephen Zehr	SOLAR	3.375	7/5/2013	1	7/9/2013	7/9/2013	7/9/2013	n/a	7/5/2013	7/16/2013

**Notes:**

n/a denotes not applicable

<sup>1</sup> Ohio Township Public-Library--Bell Road's initial application preceeded the effective date of 170 IAC 4-4.3-1 *et seq.*<sup>2</sup> Vectren has no record of a second Ohio Township Public-Library--Bell Road interconnection application for an off-grid solar project.<sup>3</sup> Vectren has no record of an application for interconnection from Howell Wetlands.

**J. David Agnew**

---

**From:** Brad Morton [bmorton@mortonsolar.com]  
**Sent:** Tuesday, April 16, 2013 2:58 AM  
**To:** 'Snyder, Ryan R.'  
**Subject:** RE: 10111 Powers Drive, Newburgh IN

How much would it cost to install another transformer?

Brad Morton  
Morton Solar, LLC  
(812)402-0900  
(270)799-8978  
Fax (812)402-9695



NABCEP Certified

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**From:** Snyder, Ryan R. [mailto:rsnyder@Vectren.com]  
**Sent:** Monday, April 08, 2013 8:27 AM  
**To:** Brad Morton  
**Subject:** RE: 10111 Powers Drive, Newburgh IN

I show it as being a 50kVA...

---

**From:** Brad Morton [mailto:bmorton@mortonsolar.com]  
**Sent:** Friday, April 05, 2013 9:48 PM  
**To:** Snyder, Ryan R.  
**Subject:** RE: 10111 Powers Drive, Newburgh IN

Ryan,  
What size is the transformer? It's not written on the outside of the unit.

Brad Morton  
Morton Solar, LLC  
(812)402-0900  
(270)799-8978  
Fax (812)402-9695



NABCEP Certified

---

**From:** Snyder, Ryan R. [mailto:rsnyder@Vectren.com]  
**Sent:** Friday, April 05, 2013 2:17 PM  
**To:** Brad Morton  
**Subject:** RE: 10111 Powers Drive, Newburgh IN

Brad,

We are having internal discussions right now regarding this issue and no decision has been made at this time. Currently we are leaning towards looking into an engineering study to see what effects if any this installation (>20kVA) might have.

Please be aware that net metering requests must adhere to the guidelines of the IAC.

**Ryan R. Snyder, P.E.**  
*Vectren Energy Delivery*  
Electric Distribution  
Office: (812) 491-5877  
Fax: (812) 491-4777

---

**From:** Brad Morton [<mailto:bmorton@mortonsolar.com>]  
**Sent:** Tuesday, April 02, 2013 9:46 PM  
**To:** Snyder, Ryan R.  
**Subject:** RE: 10111 Powers Drive, Newburgh IN

Ryan,

Because the customer uses that amount of energy in his home to justify the size of the system. Do you want to meet at the jobsite tomorrow to discuss? Our position is that a customer generated solar energy system will reduce the transformer load, not increase. If his neighbor is connected to the transformer, then they can utilize the solar power when it is being back fed and reduce Vectren's need to supply peak load, which benefits Vectren. Obviously, this will be viewed as a Vectren attempt to unnecessarily drive up the costs of renewable projects to discourage use and will not go over well with customer.

Brad Morton  
Morton Solar, LLC  
(812)402-0900  
(270)799-8978  
Fax (812)402-9695



NABCEP Certified

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**From:** Snyder, Ryan R. [<mailto:rsnyder@Vectren.com>]  
**Sent:** Tuesday, April 02, 2013 5:01 PM  
**To:** [bmorton@mortonsolar.com](mailto:bmorton@mortonsolar.com)  
**Subject:** 10111 Powers Drive, Newburgh IN

Brad,

Below is a reference from the Indiana Administrative Code. I believe a PV installation of this size will need a dedicated transformer because the transformer currently feeding 10111 Powers Drive also feeds one other customer. Can we reduce the size of this installation? Also, what is the need by this customer for this size installation?

**170 IAC 4-4.3-6 (e)**

If a customer-generator facility is to be connected to a single-phase shared secondary, the aggregate generation nameplate capacity connected to the shared secondary, including the proposed nameplate capacity, shall not exceed the lesser of twenty (20) kVA or the nameplate rating of the service transformer.

**Ryan R. Snyder, P.E.**  
*Vectren Energy Delivery*



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**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", is written over the printed name.

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](mailto: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 Sept, 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



# 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 7<sup>th</sup> day of JUNE, 2010, by and between Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc. ("Company"), and ERIC ARNEBERG ("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: 1309 MAIN ST, NEW HARMONY, IN 47631

Type of facility: ☒ Solar ☐ Wind ☐ Other \_\_\_\_\_

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

Inverter Manufacturer and Model Number: (2) SB5000US

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.

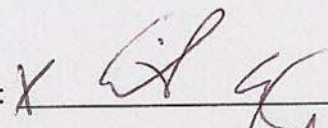
**Southern Indiana Gas and Electric Company  
d/b/a Vectren Energy Delivery of Indiana, Inc.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CUSTOMER**

By: X  \_\_\_\_\_

Printed Name: Erik ARNEBERG

Title: OWNER

Petitioner's Exhibit BM-21

## 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 7<sup>th</sup> day of JUNE, 2010, by and between Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc. ("Company"), and ERIC ARNEBERG ("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: 1309 MAIN ST, NEW HARMONY, IN 47631

Type of facility: ☒ Solar ☐ Wind ☐ Other \_\_\_\_\_

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

Inverter Manufacturer and Model Number: (2) SB5000US

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.**

By: [Signature]

Printed Name: L. Doug Pet: H

Title: VP

**CUSTOMER**

By: X [Signature]

Printed Name: ERIK ARNEBERG

Title: OWNER



**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 ) CAUSE NO. 44344  
COMPLAINT BY MORTON SOLAR & WIND, LLC AGAINST )  
VECTREN UTILITY HOLDINGS, INC. d/b/a VECTREN )  
ENERGY DELIVERY OF INDIANA -- SOUTH )**

**RESPONDENT'S OBJECTIONS AND RESPONSES TO INDIANA OFFICE OF  
UTILITY CONSUMER COUNSELOR'S  
DATA REQUEST SET NO. 3**

Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc. ("Company"), pursuant to the Prehearing Conference Order in this Cause, hereby submits the following Objections and Responses to Morton Solar & Wind LLC's Request Set No. 3 served September 10, 2013 ("Requests").

**General Objections**

All of the following General Objections are incorporated by reference in the response to each of the Requests:

1. The responses provided to the Requests have been prepared pursuant to a reasonable investigation and search conducted in connection with the Requests in those areas where information is expected to be found. To the extent the Requests purport to require more than a reasonable investigation and search, the Company objects on grounds that they seek to impose an undue burden and unreasonable expense and exceed the scope of permissible discovery.
2. To the extent that the Requests seek production of electronically stored information, The Company objects to producing such information from sources that are not reasonably accessible because of undue burden or cost.
3. The responses provided to the Requests set forth the information in reasonably complete detail. To the extent that the requesting party contends that a Request calls for more detail, the Company objects to the Request on the grounds that it is overly broad, seeks to impose an undue burden and unreasonable expense, and exceeds the scope of permissible discovery.

4. The Company objects to the Requests to the extent they seek documents or information which are not relevant to the subject matter of this proceeding and to the extent they are not reasonably calculated to lead to the discovery of admissible evidence.

5. The Company objects to the Requests to the extent they seek an analysis, calculation, compilation or study which has not already been performed and which the Company objects to performing.

6. The Company objects to the Requests to the extent they are vague and ambiguous and do not provide a reasonable basis from which the Company can determine what information is sought.

7. The Company objects to the Requests to the extent they seek information that is subject to the attorney-client, work product, settlement negotiation or other applicable privileges.

8. The Company objects to the Requests to the extent they purport to require the Company to supply information in a format other than that in which the Company normally keeps such information.

9. The Company objects to the Requests to the extent that they seek production of documents created during an unreasonably long or unlimited period, on the grounds that the Requests are overly broad, seek to impose an undue burden and unreasonable expense, and exceed the scope of permissible discovery.

10. The Company objects to the Requests to the extent they request the production of information and documents not presently in the Company's possession, custody or control.

11. The Company objects to the Requests (including Paragraph 1(b) of the "Definitions and Instructions") to the extent they request the production of (a) multiple copies of the same document; (b) additional copies of the same document merely because of immaterial or irrelevant differences; and (c) copies of the same information in multiple formats on the grounds that such Requests are irrelevant, overbroad, unreasonably burdensome, unreasonably cumulative and duplicative, not required by the Commission rules, and inconsistent with practice in Commission proceedings.

12. The responses constitute the corporate responses of the Company and contain information gathered from a variety of sources. The Company objects to the Requests (including Paragraph 2(g) of the "Definitions and Instructions") to the extent they request identification of and personal information about all persons who participated in responding to each data request on the grounds that (a) they are overbroad and unreasonably burdensome given the nature and scope of the requests and the many people who may be consulted about them and (b) they seek information that is subject to the attorney client and work product privileges. The Company also objects to the Requests to the extent they request identification of witnesses to be called in the Company's case-in-chief or rebuttal who can answer questions regarding the information supplied in the responses on the grounds that (a) the Company is under no obligation to call witnesses to respond to questions about information provided in discovery and (b) the Requests seek information subject to the work product privilege.

13. The Company objects to Paragraph 2(b) of the “Definitions and Instructions” on the grounds that it is unreasonably burdensome in light of the scope of the proceeding and the short discovery deadlines, inconsistent with Commission practice, and inconsistent with the informal discovery procedures provided for in the Prehearing Conference Order.

14. The Company assumes no obligation to supplement these responses except to the extent required by Ind. Tr. R. 26(E) (1) and (2) and objects to the extent the “Definitions and Instructions” and/or Requests purport to impose any greater obligation.

Without waiving these objections, the Company responds to the Requests in the manner set forth below.

**Request No. 3-1:** Request for Admissions. Please admit or deny the following statements:

- a. Within the last three months, Vectren rejected an interconnection agreement for Catherine Patton, which was signed by Ms. Patton but was submitted to Vectren by Morton Solar.
- b. This interconnection agreement was rejected because it was submitted by Morton Solar, rather than the customer, personally.
- c. Within the last three months, Vectren rejected a copy of an insurance policy which was submitted, as part of Vectren's interconnection procedures on behalf of Catherine Patton, by Morton Solar.
- d. This insurance information was rejected because it was submitted by Morton Solar, rather than the customer, personally.

**Response:**

- a. Deny.
- b. Deny.
- c. Admit. The insurance information originally provided was incomplete because it did not show the liability amount.
- d. Deny.

**Request No. 3-2:** If your responses to any of the requests for admission Nos. 3-1(a) through 3-1(d) are anything other than an unqualified admission, please explain your response.

**Response:**

- a. Vectren did not reject the interconnection agreement tendered by Catherine Patton. Vectren was adhering to the requirements of 170 IAC 4-4.3-6(k)(2) by forwarding a copy of an interconnection agreement executed by Vectren for the customer to return 10 calendar days before operation of the customer-owned generator. This method also ensures that Vectren's customer is the party executing the agreement and has an opportunity to understand the commitments the customer is assuming by executing the agreement. In the past, Vectren has received a signed agreement before signing itself and that practice led to premature interconnections by Morton Solar and to some confusion as to whether a fully executed agreement was returned to the customer. The premature interconnection presents numerous potential safety issues. Please also see Vectren's response to Request No. 3-5.
- b. Morton Solar's submission of the interconnection agreement was not Vectren's basis for executing an interconnection agreement and sending it to the customer for review. Vectren was adhering to the Commission's interconnection rules in 170 IAC 4-4.3-1 et seq. For example, a Level 1 interconnection review requires Vectren to execute and send to the customer a Level 1 interconnection agreement within ten (10) business days of sending notice that the application is complete. 170 IAC 4-4.3-6(k)(2). The customer is required to return the executed interconnection agreement ten (10) business days before

starting operation of the customer-generator facility. 170 (AC 4-4.3-6(l)(2)). Please also see Vectren's response to Request No. 3-5.

- c. N/A
- d. Morton Solar's submission of the insurance information was not the basis for Vectren contacting the customer to request complete insurance information. The insurance information originally supplied was incomplete in that the insurance documentation provided by Morton Solar did not show the liability coverage amount. Vectren contacted the customer to obtain a complete insurance form which contained liability coverage amounts. The most recent insurance information provided is under a name different than the customer, so Vectren continues working to address these insurance issues.

**Request No. 3-3:** Request for Admissions. Please admit or deny the following statements:

- a. Within the last three months, Vectren rejected an interconnection agreement for Martha Crosley, which was signed by Ms. Crosley but was submitted to Vectren by Morton Solar.
- b. This interconnection agreement was rejected because it was submitted by Morton Solar, rather than the customer, personally.
- c. Within the last three months, Vectren rejected a copy of an insurance policy which was submitted, as part of Vectren's interconnection procedures on behalf of Martha Crosley, by Morton Solar.
- d. This insurance information was rejected because it was submitted by Morton Solar, rather than the customer, personally.

**Response:**

- a. Deny
- b. Deny
- c. Admit. The insurance information originally provided could not be opened/received, so a hard copy was requested.
- d. Deny

**Request No. 3-4:** If your responses to any of the requests for admission Nos. 3-1(a) through 3-1(d) are anything other than an unqualified admission, please explain your response.

**Response:**

- a. Vectren did not reject the interconnection agreement tendered by Martha Crosley. Vectren was adhering to the requirements of 170 IAC 4-4.3-6(k)(2) by forwarding a copy of an interconnection agreement executed by Vectren for the customer to return 10 calendar days before operation of the customer-owned generator. This method also ensures that Vectren's customer is the party executing the agreement and has an

opportunity to understand the commitments the customer is assuming by executing the agreement. In the past, Vectren has received a signed agreement before signing itself and that practice led to premature interconnections by Morton Solar and to some confusion as to whether a fully executed agreement was returned to the customer. This presents numerous potential safety issues. Please also see Vectren's response to Request No. 3-5.

- b. Morton Solar's submission of the interconnection agreement was not Vectren's basis for executing an interconnection agreement and sending it to the customer for review. Vectren was adhering to the Commission's interconnection rules in 170 IAC 4-4.3-1 et seq. For example, a Level 1 interconnection review requires Vectren to execute and send to the customer a Level 1 interconnection agreement within ten (10) business days of sending notice that the application is complete. 170 IAC 4-4.3-6(k)(2). The customer is required to return the executed interconnection agreement ten (10) business days before starting operation of the customer-generator facility. 170 (AC 4-4.3-6(l)(2). Please also see Vectren's response to Request No. 3-5.
- c. N/A
- d. Morton Solar's submission of the insurance information was not the basis for Vectren contacting the customer to request complete insurance information. Morton attempted to submit the insurance information electronically on August 6, 2013, but the information was never received by Vectren due to information technology issues, so Vectren immediately contacted the customer on the same day to request the information. A hard copy was ultimately provided to Vectren by the customer on August 20, 2013.

**Request No. 3-5:** Do any of the facts alleged in Data Requests 3-1 through 3-4 reflect any changes in Vectren policy, implemented since IURC Cause No. 44344 was initiated, regarding interconnection applications? If so, please explain those policy changes and the reasons for them.

**Response:** Vectren is specifically sending interconnection agreements it has executed to customers for their execution and return before the customer-generator facility begins operation to ensure compliance with 170 IAC 4-4.3-6(j) and (k) and -7(q) and (r). This practice has a number of benefits. First, it complies with the Commission's rules governing customer-generator facilities. 170 IAC 4-4.3-1 et seq. Second, this helps resolve concerns raised by Morton Solar about the return of executed interconnection agreements to customers. This practice will allow customers to make a copy of the fully executed agreement before returning it to Vectren, and will also ensure that Vectren receives an executed interconnection agreement because the customers must return it as a pre-requisite for operating the interconnection system. Third, this practice will help ensure that customer-generator facilities are not interconnected before the interconnection process is complete. Interconnection prior to that endangers the lives of Vectren's employees that may be working on infrastructure without knowledge of interconnected facilities and can lead to difficulties identifying power quality and other engineering issues. The Commission's rules are written to ensure that the interconnection is vetted early in the process, before the generator facility constructed, so potential problems can potentially be addressed in

the facility design.

**Request No. 3-6:** Please provide copies of any documents setting forth changes to Vectren's policies or procedures for handling interconnection agreements for customer generation that have been proposed or implemented since IURC Cause No. 44344 was initiated.

**Response:** Please see the attached Exhibit DR 3-6, which is a letter from Vectren to Morton Solar's counsel on September 11, 2013 explaining certain changes in Vectren practice designed to make the process more efficient and clear.

**Request No. 3-7:** Please provide copies of any documents setting forth changes to Vectren's policies or procedures for handling interconnection agreements for customer generation that have been proposed or implemented since IURC Cause No. 44344 was initiated.

**Response:** Vectren objects to this request on the grounds that it requests the production of the same information requested in No. 3-8. As such, the request is unreasonably duplicative, not required by the Commission rules, and inconsistent with practice in Commission proceedings.

**Request No. 3-8:** Please provide copies of any training materials Vectren uses for training customer representatives in handling customer generation interconnection applications.

**Response:** Please see the attached Exhibit DR 3-8.

**Request No. 3-9:** Please provide copies of any risk assessments in your possession (whether prepared by you or by a third party) regarding anticipated load loss from customer generation.

**Response:** Vectren does not prepare, and does not engage third parties to prepare, risk assessments specifically regarding anticipated load loss from net metering customer generation. However, customer generation and anticipated load loss is reviewed generally by the company and such analysis is prepared and presented to the Commission as part of Vectren's Integrated Resource Plan ("IRP"). Vectren's most recent IRP is available on the Commission's website at [http://www.in.gov/iurc/files/IRP\\_2011\\_Vectren.pdf](http://www.in.gov/iurc/files/IRP_2011_Vectren.pdf)





**Vectren Corporation**  
One Vectren Square  
P.O. Box 209  
Evansville, IN 47702

September 11, 2013

*Via U.S. Mail and electronic mail*

J. David Agnew, Esq.  
Lorch Naville Ward, LLC  
506 State Street  
P.O. Box 1343  
New Albany, IN 47151-1343  
[DAgnew@lnwlegal.com](mailto:DAgnew@lnwlegal.com)

Re: Morton Solar, LLC

Mr. Agnew:

I appreciate the time you spent discussing our concerns about the tone and nature of recent communications involving Mr. Morton and certain employees of Vectren Energy Delivery, Inc. ("Vectren"). Regardless of the pending complaint filed by Mr. Morton with the Indiana Utility Regulatory Commission ("Commission"), Vectren's employees and Morton Solar's representatives will need to continue working collaboratively to ensure a smooth interconnection process for customers that want to install customer-generator facilities.

I want to reiterate that Vectren is not refusing to accept documents from Morton Solar. Morton Solar is free to continue to submit interconnection applications on behalf of Vectren customers and to otherwise assist customers in navigating the interconnection process. While Vectren has always worked cooperatively with its customers, in recognition that in the past interconnection applications have been submitted along with a copy of the interconnection agreement already executed by the customer even though the review process has not been completed, Vectren's process will be as follows: Vectren will forward the customer a copy of the interconnection agreement executed by Vectren after the interconnection is approved. This approach will be followed in all instances going forward for three reasons. First, this is the procedure set forth in the Commission's rules governing customer-generator facilities. 170 IAC 4-4.3-1 et seq. For example, a Level 1 interconnection review requires Vectren to execute and send to the customer a Level 1 interconnection agreement within ten (10) business days of sending notice that the application is complete. 170 IAC 4-4.3-6(k)(2). The customer is required to return the executed interconnection agreement ten (10) business days before starting operation of the customer-generator facility. 170 (AC 4-4.3-6(l)(2).

Second, this change will resolve concerns raised by Morton Solar about Vectren's return of executed interconnection agreements to customers. Once customers execute the interconnection agreement that Vectren has already executed, they will be able to make a copy of the fully executed agreement before returning the agreement to Vectren. This arrangement will also ensure that Vectren receives an executed interconnection agreement because the customers must return it as a pre-requisite for operating its system.

Mr. David Agnew  
September 11, 2013  
Page 2

Third, adherence to this process will help address misunderstandings about interconnecting generation facilities to Vectren's system. On numerous occasions, Vectren has discovered customer-generator facilities already interconnected to its system before the interconnection process is complete. This endangers the lives of Vectren's employees that may be working on infrastructure without knowledge of an interconnected generation facility and can lead to difficulties identifying power quality and other potential issues that can result from customers-generator facilities. The Commission's interconnection rules are written with the assumption that the interconnection of customer-generator facilities will work in the same fashion as other generator interconnections—the interconnection is vetted early in the process, before the generator facility is constructed, so potential problems can potentially be addressed in the generator facility design.

I wanted to reiterate that Vectren is not singling-out Morton Solar. This procedure will be applied uniformly to all customers and their contractors.

Apart from explaining this approach to the processing of interconnection applications, as noted during our conversation, we do not want a hostile relationship with Mr. Morton and would request that civility be adhered to in all communications with our employees. Vectren again extends the offer made during the call to further discuss any perception of unfairness. Jason or I are available for further discussions.

Sincerely,

*/s/ Joshua A. Claybourn*

Joshua Claybourn

Cc: Robert Heidorn, Esq.  
Jason Stephenson, Esq.

**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 ) CAUSE NO. 44344  
COMPLAINT BY MORTON SOLAR & WIND, LLC AGAINST )  
VECTREN UTILITY HOLDINGS, INC. d/b/a VECTREN  
ENERGY DELIVERY OF INDIANA -- SOUTH**

**RESPONDENT'S OBJECTIONS AND RESPONSES TO INDIANA OFFICE OF  
UTILITY CONSUMER COUNSELOR'S  
DATA REQUEST SET NO. 2**

Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc. ("Company"), pursuant to the Prehearing Conference Order in this Cause, hereby submits the following Objections and Responses to Morton Solar & Wind LLC's Request Set No. 2 served August 12, 2013 ("Requests").

**General Objections**

All of the following General Objections are incorporated by reference in the response to each of the Requests:

1. The responses provided to the Requests have been prepared pursuant to a reasonable investigation and search conducted in connection with the Requests in those areas where information is expected to be found. To the extent the Requests purport to require more than a reasonable investigation and search, the Company objects on grounds that they seek to impose an undue burden and unreasonable expense and exceed the scope of permissible discovery.
2. To the extent that the Requests seek production of electronically stored information, The Company objects to producing such information from sources that are not reasonably accessible because of undue burden or cost.
3. The responses provided to the Requests set forth the information in reasonably complete detail. To the extent that the requesting party contends that a Request calls for more detail, the Company objects to the Request on the grounds that it is overly broad, seeks to impose an undue burden and unreasonable expense, and exceeds the scope of permissible discovery.
4. The Company objects to the Requests to the extent they seek documents or information which are not relevant to the subject matter of this proceeding and to the extent they are

not reasonably calculated to lead to the discovery of admissible evidence.

5. The Company objects to the Requests to the extent they seek an analysis, calculation, compilation or study which has not already been performed and which the Company objects to performing.

6. The Company objects to the Requests to the extent they are vague and ambiguous and do not provide a reasonable basis from which the Company can determine what information is sought.

7. The Company objects to the Requests to the extent they seek information that is subject to the attorney-client, work product, settlement negotiation or other applicable privileges.

8. The Company objects to the Requests to the extent they purport to require the Company to supply information in a format other than that in which the Company normally keeps such information.

9. The Company objects to the Requests to the extent that they seek production of documents created during an unreasonably long or unlimited period, on the grounds that the Requests are overly broad, seek to impose an undue burden and unreasonable expense, and exceed the scope of permissible discovery.

10. The Company objects to the Requests to the extent they request the production of information and documents not presently in the Company's possession, custody or control.

11. The Company objects to the Requests (including Paragraph 1(b) of the "Definitions and Instructions") to the extent they request the production of (a) multiple copies of the same document; (b) additional copies of the same document merely because of immaterial or irrelevant differences; and (c) copies of the same information in multiple formats on the grounds that such Requests are irrelevant, overbroad, unreasonably burdensome, unreasonably cumulative and duplicative, not required by the Commission rules, and inconsistent with practice in Commission proceedings.

12. The responses constitute the corporate responses of the Company and contain information gathered from a variety of sources. The Company objects to the Requests (including Paragraph 2(g) of the "Definitions and Instructions") to the extent they request identification of and personal information about all persons who participated in responding to each data request on the grounds that (a) they are overbroad and unreasonably burdensome given the nature and scope of the requests and the many people who may be consulted about them and (b) they seek information that is subject to the attorney client and work product privileges. The Company also objects to the Requests to the extent they request identification of witnesses to be called in the Company's case-in-chief or rebuttal who can answer questions regarding the information supplied in the responses on the grounds that (a) the Company is under no obligation to call witnesses to respond to questions about information provided in discovery and (b) the Requests seek information subject to the work product privilege.

13. The Company objects to Paragraph 2(b) of the "Definitions and Instructions" on the

grounds that it is unreasonably burdensome in light of the scope of the proceeding and the short discovery deadlines, inconsistent with Commission practice, and inconsistent with the informal discovery procedures provided for in the Prehearing Conference Order.

14. The Company assumes no obligation to supplement these responses except to the extent required by Ind. Tr. R. 26(E) (1) and (2) and objects to the extent the “Definitions and Instructions” and/or Requests purport to impose any greater obligation.

Without waiving these objections, the Company responds to the Requests in the manner set forth below.

**Request No. 2-1:** Attached as "Exhibit A" is a list of Vectren customers who contracted with Morton Solar and who have applied to Vectren for interconnection agreements. For **each** customer on this list, please state the date on which the Bi-Directional meter was installed for each project.

**Response:**

<b><u>Exhibit A List</u></b>	<b><u>Date Bi-Directional Meter Installed</u></b>
Ohio Township Public Library - Bell Road	2/22/2006
Ohio Township Public Library - Bell Road	No net-meter was set for a second project for this customer.
Engelbrecht Orchard	3/12/2009
Lincoln Heritage Public Library - Chrisney	1/09/2009
Bill Polk	10/3/2008
VPS Architecture	4/21/2009
Erik & Laura Arneberg ( New Harmony)	6/30/2010
Evansville-Vand. Central Library	5/21/2010
Andy Davidson	11/25/2009
Haubstadt Community School	6/4/2010
Nick Davidson	5/24/2010
Don Jost	5/13/2010
Tony Kohut	5/25/2011
Chanda Banner	7/13/2011
Gary Weiss	7/20/2011
Sharis Goines-Pitt	1/6/2012
Bob Martin	No net meter has been set for this customer as of this time
Roy Perry	2/10/2012
Howell Wetlands	No net metering application was submitted
Denise Vaal	7/26/2012
Jeff Osborne	7/5/2013
Randy Ellis	5/10/2013
Dave Krietemeyer	11/16/2012
Carl Fehrenbacher	6/28/2013
Allen Stute	1/8/2013
Norm Miller	12/12/2012
Ted Stransky	5/2/2013
James Purviance	5/14/2013
Morris Bitzer	2/12/2013
Stephen Zehr	7/17/2013

**Request No. 2-2:** Please state what date the Bi-Directional meter was installed for the Bill Polk wind turbine project.

**Response:** Please see the Response to Request 2-1.

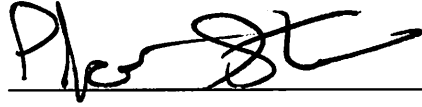
**Request No. 2-3:** Please state what date the Bi-Directional meter was installed for the Haubstadt Elementary School project.

**Response:** Please see the Response to Request 2-1.



Dated this 23<sup>rd</sup> day of August, 2013.

As to objections,



---

Robert E. Heidorn (Atty No. 14264-49)  
Joshua A. Claybourn (Atty No. 26305-49)  
VECTREN CORPORATION  
One Vectren Square  
211 N.W. Riverside Drive  
Evansville, Indiana 47708  
Telephone: (812) 491-4203  
Facsimile: (812) 491-4238  
E-Mail: [rheidorn@vectren.com](mailto:rheidorn@vectren.com)  
E-Mail: [jclaybourn@vectren.com](mailto:jclaybourn@vectren.com)

P. Jason Stephenson (# 21839-49)  
Barnes & Thornburg LLP  
11 South Meridian Street  
Indianapolis, Indiana 46204  
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Attorneys for Southern Indiana Gas and Electric Company  
d/b/a Vectren Energy Delivery of Indiana, Inc.

# **Renewable Resources and Wholesale Price Suppression**

August 2013

## INTRODUCTION

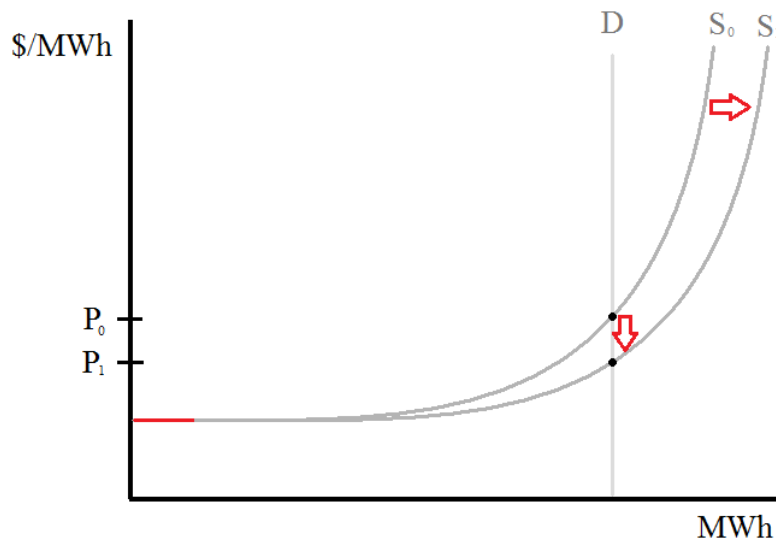
The study examines the relationship between renewable resource additions and wholesale electricity markets in Ohio. The Staff of the Public Utilities Commission of Ohio has conducted this study in an attempt to quantify the changes in *wholesale electricity prices* and *generator emissions* that are likely to occur as a result of the state's Alternative Energy Portfolio Standard (AEPS) requirements. Using the PROMOD IV production cost modeling software, Commission Staff is able to simulate electricity market outcomes and analyze the performance of the grid under various scenarios.

Two scenarios were developed for the purposes of this study. The first scenario considers only the utility-scale renewable resources that have been approved by the Ohio Power Siting Board *and* are currently operational. The second scenario considers all projects that have received a certificate of environmental compatibility and public need from the OPSB.

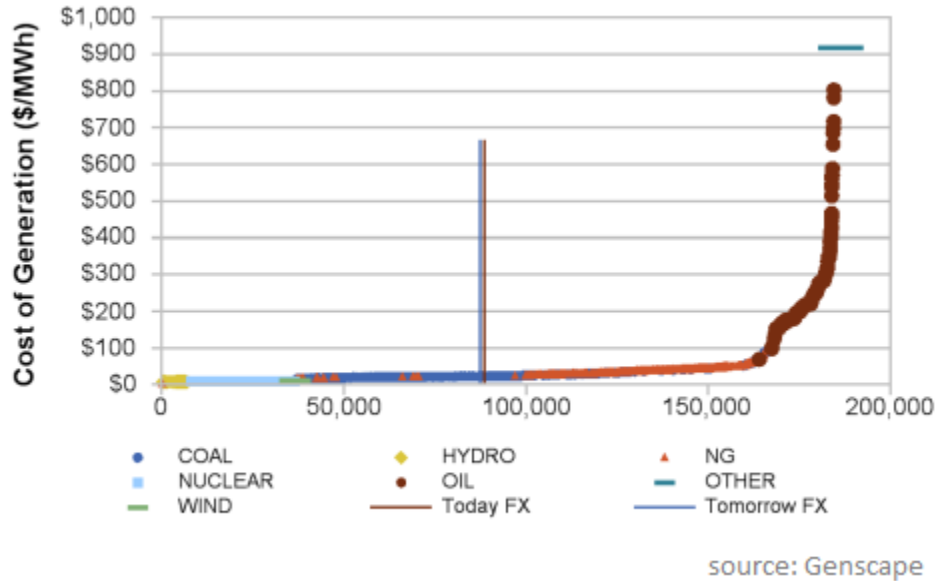
## WHAT IS "PRICE SUPPRESSION"?

Price suppression is a widely recognized phenomenon by which renewable resources produce lower wholesale market clearing prices. The economic theory that drives price suppression is actually quite simple. Renewable resources such as solar and wind are essentially zero marginal cost generators, as their "fuel" costs (sunlight and wind) are free. As such, they will always be dispatched first by the grid operator, thereby displacing units with higher operating costs. This results in lower wholesale market clearing prices than would have been experienced in the absence of the renewable resources.

A simple graphical representation appears below. The new renewable resources (depicted by the red line) are added to the dispatch stack, shifting the supply curve out and to the right. This results in a lower cost unit setting the market clearing price, shifting the equilibrium price down from  $P_0$  to  $P_1$ .



For reference, an example of a real PJM dispatch curve appears below, with fuel types identified. Notice that Hydro, Nuclear, and Wind resources are all dispatched first on the supply stack.



## METHODOLOGY

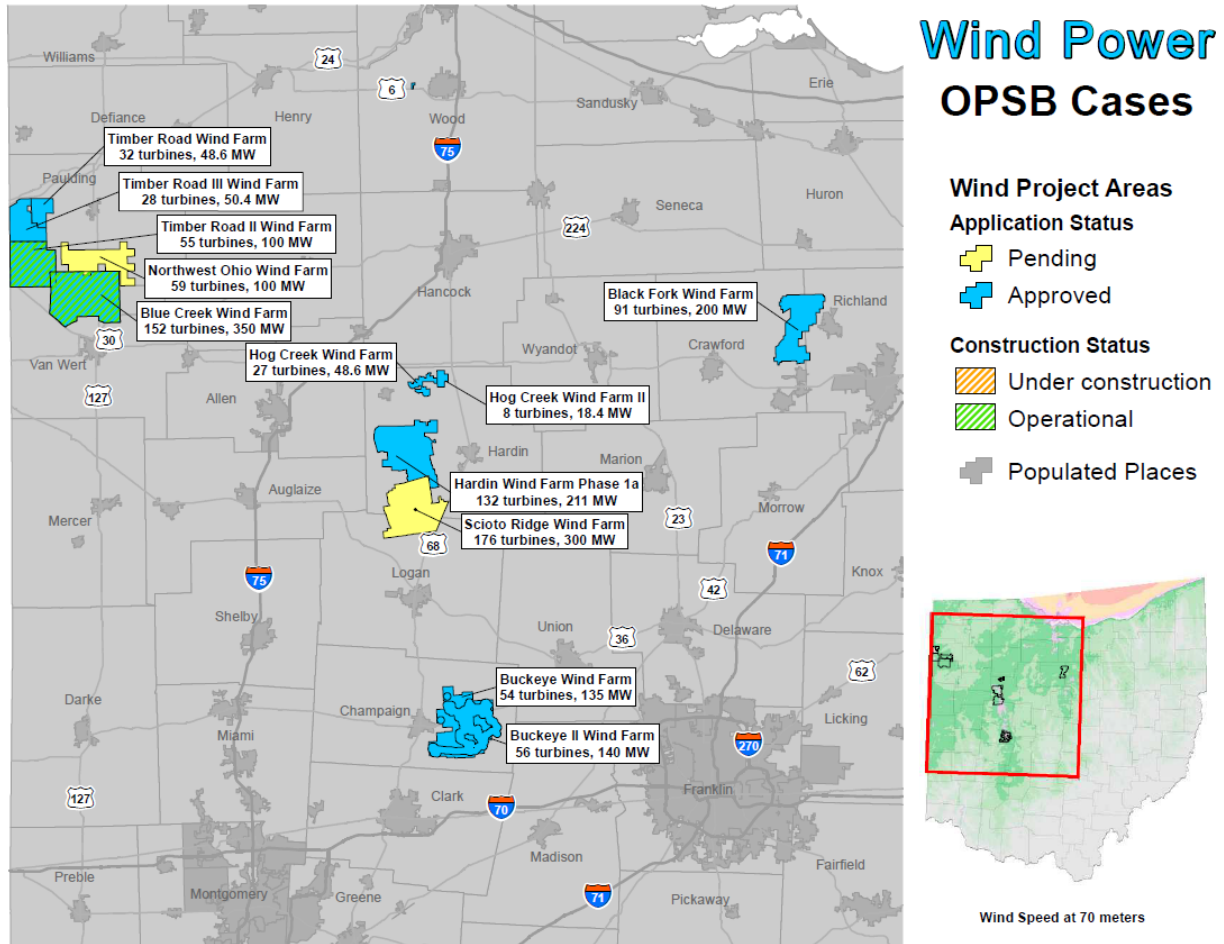
This analysis was performed with Ventyx's PROMOD IV electricity market modeling software. PROMOD IV is a detailed nodal market simulation tool that utilizes a security constrained unit commitment and dispatch algorithm to model generation, transmission, and market settlement across the Eastern Interconnection. The PROMOD IV software is one of the most powerful tools available to Commission Staff to analyze wholesale electricity markets and has been utilized by Staff and its consultants in various proceedings before the Commission.

Wholesale energy prices, known as locational marginal prices (LMPs), are calculated hourly for each transmission zone within Ohio and include generation, transmission congestion and loss components. To the extent that new renewable projects contribute to (or alleviate) transmission congestion or energy losses, these costs (or benefits) are captured by the model. For each scenario, total load costs are calculated using hourly price and load data and are aggregated to an annual value. This annual load cost is compared to a base case scenario in which no RPS mandate is in effect and therefore no utility-scale renewable projects are assumed to have been built in Ohio.

It is important to note that this study only attempts to quantify the price suppression effects that are associated with new utility-scale renewable projects and does not purport to comprise an overall cost-benefit analysis of these projects. While PROMOD IV is the industry standard in modeling production cost scenarios, it is not the proper tool to use when conducting least-cost capacity expansion analysis or integrated resource planning. To conduct such an analysis, it would be necessary to consider additional variables such as capital and capacity costs, renewable energy credit (REC) prices, and transmission upgrade expenses.

## ASSUMPTIONS

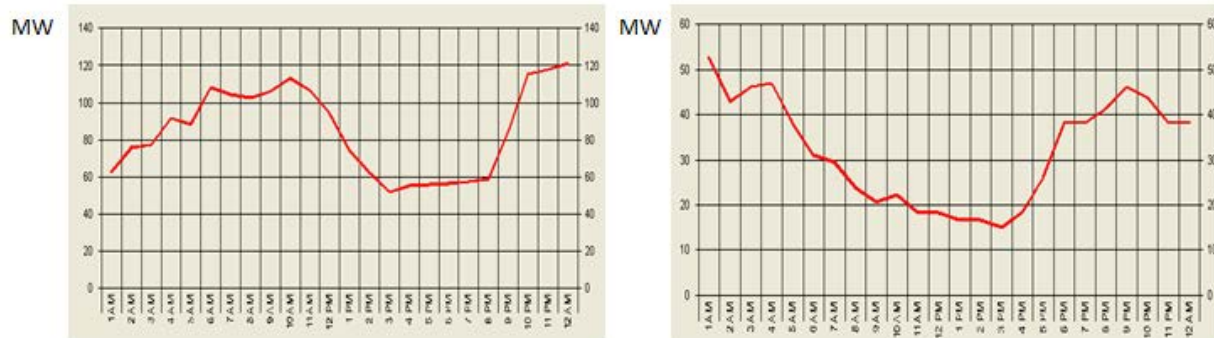
As described above, two scenarios are considered. The first scenario includes only the utility-scale renewable resources in Ohio that are approved and operational. The second scenario includes all projects that have received a certificate of environmental compatibility and public need from the OPSB, which includes some projects that are not yet operational. The results are then compared to a base case in which it is assumed that no utility-scale renewable resources are developed within Ohio. The projects associated with both scenarios are depicted in the map below, provided courtesy of the Ohio Power Siting Board.



All simulations were modeled for calendar year 2014. Model input assumptions, such as hourly loads and fuel prices, are developed semi-annually by an independent third party. Staff did not make any adjustments to these assumptions.

Great care was taken to accurately incorporate new facilities into the powerflow model. Approved but not yet operational projects were modeled to conform to applications filed with the OPSB and to be consistent with generation interconnection requests submitted to PJM, the regional transmission organization.

Representative hourly profiles were included in the model to capture the intermittent nature of renewable generation. Capacity factors are based upon the geospatial coordinates of each project. For illustrative purposes, examples of these hourly output profiles appear below.



## RESULTS – PRICE SUPPRESSION

The model demonstrates that wholesale electricity market prices in Ohio are reduced in both scenarios as a result of incorporating the renewable generation resources. Hourly LMPs are aggregated into a load-weighted average annual price in the tables below.

In the first scenario, which considers only those projects that are already operational, wholesale prices are reduced by approximately 0.15%.

Load Weighted LMPs (\$/MWh)					
	AEP	FirstEnergy	Dayton	Duke	Ohio
Base Case (no RPS)	\$31.91	\$32.42	\$32.87	\$32.22	\$32.25
Scenario 1: Operational Facilities	\$31.85	\$32.37	\$32.82	\$32.18	\$32.20
	-0.16%	-0.15%	-0.16%	-0.12%	-0.15%

In the second scenario, which considers all OPSB-approved projects, wholesale prices are reduced by approximately 0.51%, or just over one half of one percent.

Load Weighted LMPs (\$/MWh)					
	AEP	FirstEnergy	Dayton	Duke	Ohio
Base Case (no RPS)	\$31.91	\$32.42	\$32.87	\$32.22	\$32.25
Scenario 2: Approved Facilities	\$31.75	\$32.25	\$32.67	\$32.07	\$32.08
	-0.50%	-0.52%	-0.61%	-0.47%	-0.51%

The total load cost benefits that arise from lower wholesale clearing prices are calculated below for each utility transmission area and the state as a whole. For these savings to be ultimately realized by customers, one must assume that retail rates are themselves a function of wholesale prices, an assumption that is consistent with Ohio's transition towards a competitive model of generation procurement.

These benefits can be considered a partial offset to the costs incurred by utilities to comply with alternative energy mandates. According to data contained within the 2011 Alternative Energy Portfolio Standard Report to the General Assembly, Ohio investor owned utilities procured 518,992 Ohio non-solar renewable MWHs at an average price per REC of \$110.55. The price suppression effect therefore offsets 14.7% of the cost of procuring in-state non-solar RECs for investor owned utilities in scenario 1, and 49.8% of the cost of in-state non-solar compliance in scenario 2.

Total Load Savings (2014)					
	AEP	FirstEnergy	Dayton	Duke	Ohio
Scenario 1: Operational Facilities	\$3,355,033	\$3,213,389	\$934,960	\$926,272	\$8,429,653
Scenario 2: Approved Facilities	\$10,216,471	\$11,114,557	\$3,656,707	\$3,605,089	\$28,592,824

## RESULTS: CARBON EMISSIONS

The model demonstrates that additional renewable generation resources in Ohio also reduce CO2 emissions. PROMOD IV does account for the fact that intermittent resources can cause traditional fossil-fired plants to be ramped up and down more frequently and therefore run less efficiently. However, this effect does not seem to significantly impede overall emission reductions. It is likely that this outcome is facilitated in part by the membership of Ohio utilities in the PJM regional transmission organization, which provides the centralized unit dispatch and flexibility required to avoid significant negative consequences for the efficiency of existing fossil-fired generators. The carbon dioxide emissions reductions for both scenarios are depicted below.

	CO2 Emissions (Metric Tons)	% Change
Base Case (No RPS)	116,364,317	
Scenario 1: Operational Facilities	116,162,271	-0.17%
Scenario 2: Approved Facilities	115,787,677	-0.50%

## CONCLUSION

The model simulations indicate that, consistent with theoretical expectations, Ohioans are already benefiting from renewable resource additions through downward pressure on wholesale market prices and reduced emissions. No severe congestion issues or emergency curtailments were observed, even after incorporating all approved projects, which suggests that the electric grid in Ohio is sufficiently robust to support the continued development of utility-scale renewable projects. The modeling demonstrates that Ohio's Alternative Energy Portfolio Standard has already successfully reduced carbon dioxide emissions below a baseline level.

As renewable generation requirements escalate and new projects are required, future model runs can be made to assess the extent to which these outcomes persist. This analysis can be conducted by Commission Staff through PROMOD IV simulation, a powerful, well respected and unbiased tool that is currently at our disposal.

The Public Utilities Commission of Ohio  
John R. Kasich, Governor  
Todd A. Snitchler, Chairman

180 E. Broad Street, Columbus, Ohio 43215-3793  
800 | 686-PUCO (7826)

*An Equal Opportunity Employer and Service Provider*



**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 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: 

Its: \_\_\_\_\_

**STATE OF INDIANA  
INDIANA UTILITY REGULATORY COMMISSION**

**IN THE MATTER OF THE APPEAL )  
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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**

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

**STATE OF INDIANA  
INDIANA UTILITY REGULATORY COMMISSION**

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UTILITY HOLDINGS, INC. d/b/a   )  
VECTREN ENERGY DELIVERY OF   )  
INDIANA – SOUTH                 )**

**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

**J. David Agnew**

---

**From:** Frederick, Fred J. [ffrederick@Vectren.com]  
**Sent:** Thursday, April 18, 2013 8:41 AM  
**To:** bmorton@mortonsolar.com; Snyder, Ryan R.; Schapker, Ann-Marie E.  
**Cc:** adstransky@aol.com  
**Subject:** Re: Stransky Interconnection Agreement

The insurance requirements must be met and the interconnection agreement must be signed by both the applicant and Vectren before the system is interconnected.

Once that is done the meter can be changed to a net metering type.

---

**From:** Brad Morton [<mailto:bmorton@mortonsolar.com>]  
**Sent:** Wednesday, April 17, 2013 10:24 PM Central Standard Time  
**To:** Frederick, Fred J.; Snyder, Ryan R.  
**Cc:** [adstransky@aol.com](mailto:adstransky@aol.com) <[adstransky@aol.com](mailto:adstransky@aol.com)>  
**Subject:** Stransky Interconnection Agreement

Fred,  
This is to confirm our conversation today that the existing 50KVA transformer at the Stransky residence is sufficient for the 24.75KW system. The system was turned on today at 12:00pm (4/17/13).

Brad Morton  
Morton Solar, LLC  
(812)402-0900  
(270)799-8978  
Fax (812)402-9695



NABCEP Certified

This message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential, and exempt from disclosure under applicable law or may constitute as attorney work product. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, notify us immediately by telephone and (i) destroy this message if a facsimile or (ii) delete this message immediately if this is an electronic communication. Thank you.



**STATE OF INDIANA  
INDIANA UTILITY REGULATORY COMMISSION**

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UTILITY HOLDINGS, INC. d/b/a )  
VECTREN ENERGY DELIVERY OF )  
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



**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 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**



STATE OF INDIANA  
INDIANA UTILITY REGULATORY COMMISSION

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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 <sup>2011</sup>~~2012~~, 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



**STATE OF INDIANA  
INDIANA UTILITY REGULATORY COMMISSION**

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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 "W. Brown", is written over a horizontal line.

**STATE OF INDIANA  
INDIANA UTILITY REGULATORY COMMISSION**

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TO THE INDIANA UTILITY )  
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VECTREN ENERGY DELIVERY OF )  
INDIANA – SOUTH )**

**AFFIDAVIT OF MARTHA CROSELY**

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**

*Martha Crosley*

## Chrisney to join in complaint against Vectren

Thursday, August 8, 2013 at 7:00 am (Updated: August 8, 7:30 am)

By Donald Steen

Staff Writer

[classifieds@spencercountyjournal.com](mailto:classifieds@spencercountyjournal.com)

**CHRISNEY** – At a regular meeting of the Chrisney Town Council Aug. 5 council members moved forward on a number of issues and were drawn into a discussion regarding the town's net-zero library.

With its grand opening in 2009, the Chrisney branch of the Lincoln Heritage Public Library became the first facility in Indiana, and among the first in the nation, to be fully self-sufficient in terms of energy needs.

Geothermal energy completely satisfies the library's demand for heating and cooling while photovoltaic solar panels provide the library with electricity. Over the last four years the library has saved more than \$4,000 and helped reduce carbon-dioxide emissions by 84,000 pounds.

However, the town of Chrisney faced an unforeseen hurdle to the library's debut in the form of an installation fee from gas and electric service provider Vectren of Evansville to connect the library to the electrical grid. As a condition of the installation, the town was re-quired to enter into a minimum-use agreement in which the library would purchase a base amount of kilowatt-hours per month before Vectren would offer installation. Under the agreement, if the library failed to use enough energy to meet the requirement after a period of two years, the town would be obligated to pay an installation fee.

When Indiana's first net-zero facility failed to consume sufficient power to meet the terms of the agreement, Chrisney was obliged to pay Vectren \$7,900 as an installation cost. Council President Neal Dougan recalled the episode, saying, "that really got under my skin."

Brad Morton, president of Morton Solar and Wind of Evansville and installer for the library project, invited the town council to join ranks with his company and a number of his clients in an ongoing complaint against Vectren to the Indiana Utility Regulatory Commission. Morton alleges Vectren has engaged in various act-ions to impede the progress of several alternative-energy projects in the area.

In a complaint filed with the IURC June 21, Morton outlined several specific cases in which he believes Vectren has "imposed unreasonable impediments to customers of Vectren that were seeking to hire Morton Solar to commission cogeneration projects." He added, "Vectren's actions violated Vectren's duty to provide non-discriminatory service to its customers."

Morton pointed to instances in which Vectren requires the installation of a new transformer and power-supply infrastructure ostensibly to handle the energy load these projects represent. In 2010, Haubstadt Elementary School secured funding through grants and donations to install a 2.4-kilowatt grid-tied turbine, but nearly had the project derailed when Vectren required the installation of a \$12,000 supply line and transformer to handle an anticipated increase to the power load on the grid. That would have increased the cost of the project by 50% and made the project untenable, but Morton and the school successfully argued to the IURC's consumer affairs division that the power of the turbine wouldn't threaten the grid stability, allowing the project to continue.

In 2013, another of Morton's customers reported Vectren was de-manding \$16,000 for the installation of service, but halved that charge after the customer threatened to build a completely "off-grid solar energy system."

Morton also alleges that Vectren has intentionally delayed executing inter-connection agreements with his clients, preventing his company and his customers from benefiting from state incentives to develop alternative energy sources.

Morton believes the motive be-hind Vectren's allegedly intentional delays and hindrances is to protect the profits of the utility as more residents, schools and facilities such as the Chrisney Library seek to find new ways to conserve and generate power.

In a response to Morton's allegations to the IURC, the electric consortium states, "Vectren admits that cogeneration may decrease a customers' demand for electricity, but denies that existing infrastructure is not affected by the installation of cogeneration facilities." Vectren argues that it has many responsibilities regarding state regulations and maintaining electrical infrastructure.

The Chrisney Town Council hopes joining in this complaint will help spark a review of these allegations and clarify Indiana's regulations regarding the relationship between utilities and customers attempting to develop alternative energy. Morton hopes the complaint will allow his business to grow and continue to expand in the area. He described Indiana as "light years behind other parts of the country" in terms of solar energy use.

Town council attorney Dan Wilk-enson said the town would not be held liable for any legal fees relating to the complaint.

In other business, the council accepted a bid of \$1,050 from Jeff Kaetzel of Dale for the town's former utility truck.

Town Marshal Gary Cooper reported Jeremy Graham has joined the Chrisney Police Department as a new reserve deputy after his success in a ride-along program with town law enforcement. Cooper also reported the Chrisney police are preparing to restock their practice ammunition, but are finding it difficult as the cost of ammunition has greatly increased over the last few years.



**J. David Agnew**

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**From:** Van Bibber, Brad [bjvanbibber@Vectren.com]  
**Sent:** Thursday, March 17, 2011 3:54 PM  
**To:** Brad Morton  
**Subject:** RE: Davidson's

OK, I will have to get that one tomorrow, I will not be back in the office until then.

Brad

---

**From:** Brad Morton [<mailto:bmorton@mortonenergy.com>]  
**Sent:** Thursday, March 17, 2011 12:15 PM  
**To:** Van Bibber, Brad; Dougan, Ann-Marie E.  
**Subject:** RE: Davidson's

Thanks Brad.  
We will also need Andy Davidson's as well.  
Best Regards,  
Brad Morton

---

**From:** Van Bibber, Brad [<mailto:bjvanbibber@Vectren.com>]  
**Sent:** Thursday, March 17, 2011 9:24 AM  
**To:** Dougan, Ann-Marie E.; [bmorton@mortonenergy.com](mailto:bmorton@mortonenergy.com)  
**Subject:** RE: Davidson's

Brad,

Here is a copy of the interconnection agreement for the Davidsons. Let me know if you need anything else.

Thanks,

Brad

---

**From:** Dougan, Ann-Marie E.  
**Sent:** Thursday, March 17, 2011 8:03 AM  
**To:** 'bmorton@mortonenergy.com'; Van Bibber, Brad  
**Subject:** Re: Davidson's

Brad,

Can you provide this to Brad Morton?

Thanks  
Ann-Marie

---

**From:** Brad Morton <[bmorton@mortonenergy.com](mailto:bmorton@mortonenergy.com)>  
**To:** Dougan, Ann-Marie E.  
**Sent:** Thu Mar 17 07:57:48 2011  
**Subject:** Davidson's

Hi Ann-Marie,  
Could you send me the signed net-metering contract's for Nick & Andy Davidson?  
They need this to sell their Solar Renewable Energy Credits.  
Thanks,

Brad Morton  
Morton Solar & Wind, LLC  
Evansville, Indiana  
(812)402-0900  
Fax (812)402-9695  
  
NABCEP Certified

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**J. David Agnew**

---

**From:** Dougan, Ann-Marie E. [ADougan@Vectren.com]  
**Sent:** Tuesday, May 10, 2011 1:20 PM  
**To:** bmorton@mortonsolar.com  
**Subject:** Re: Net-Metering Application - Tony Kohut

Yes and I will contact Zac about the meter.  
Thanks Brad.

---

**From:** Brad Morton <[bmorton@mortonsolar.com](mailto:bmorton@mortonsolar.com)>  
**To:** Dougan, Ann-Marie E.  
**Sent:** Tue May 10 12:18:49 2011  
**Subject:** RE: Net-Metering Application - Tony Kohut

Ann Marie,  
Here is the signed agreement.  
Could you send back to me with Vectren's signature?  
I need for our records.  
Thanks,

Brad Morton  
Morton Solar & Wind, LLC  
Evansville, Indiana  
(812)402-0900  
Fax (812)402-9695  
  
NABCEP Certified

---

**From:** Dougan, Ann-Marie E. [<mailto:ADougan@Vectren.com>]  
**Sent:** Tuesday, May 10, 2011 8:06 AM  
**To:** Brad Morton  
**Subject:** RE: Net-Metering Application - Tony Kohut

Thanks Brad. I don't seem to have the agreement either. Can execute and scan back to me?

---

**From:** Brad Morton [<mailto:bmorton@mortonsolar.com>]  
**Sent:** Monday, May 09, 2011 7:07 PM  
**To:** Dougan, Ann-Marie E.  
**Subject:** RE: Net-Metering Application - Tony Kohut

Ann-Marie,  
Here is the insurance for Tony Kohut.

Brad Morton  
Morton Solar & Wind, LLC  
Evansville, Indiana  
(812)402-0900  
Fax (812)402-9695



---

**From:** Dougan, Ann-Marie E. [<mailto:ADougan@Vectren.com>]  
**Sent:** Tuesday, May 03, 2011 7:31 PM  
**To:** Brad Morton  
**Subject:** RE: Net-Metering Application - Tony Kohut

Brad,  
Would you please have the customer send me their insurance documentation and agreement.  
Thanks,  
Ann-Marie

---

**From:** Brad Morton [<mailto:bmorton@mortonsolar.com>]  
**Sent:** Monday, April 04, 2011 3:22 PM  
**To:** Dougan, Ann-Marie E.  
**Subject:** Net-Metering Application - Tony Kohut

Ann-Marie,  
Attached is a net-metering application for Tony Kohut.  
The system is installed and ready for commissioning.  
Let me know when Vectren would like to schedule inspection.  
Thanks and best regards,

Brad Morton  
Morton Solar & Wind, LLC  
Evansville, Indiana  
(812)402-0900  
Fax (812)402-9695



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**J. David Agnew**

---

**From:** Brad Morton [bmorton@mortonsolar.com]  
**Sent:** Tuesday, May 17, 2011 12:46 PM  
**To:** 'Dogan, Ann-Marie E.'  
**Subject:** RE: net meter 901 New Harmony Rd

Thanks!

Brad Morton  
Morton Solar & Wind, LLC  
Evansville, Indiana  
(812)402-0900  
Fax (812)402-9695

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

From: Dogan, Ann-Marie E. [<mailto:ADogan@Vectren.com>]  
Sent: Tuesday, May 17, 2011 10:48 AM  
To: Brad Morton  
Subject: FW: net meter 901 New Harmony Rd

Brad,

Please find attached the signed net meter agreement for Tony Kohut.

Thanks,  
Ann-Marie

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

From: GlobalScan 2.0  
Sent: Tuesday, May 17, 2011 10:46 AM  
To: Dogan, Ann-Marie E.  
Subject: net meter 901 New Harmony Rd

GlobalScan document sent from .

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**J. David Agnew**

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**From:** Brad Morton [bmorton@mortonsolar.com]  
**Sent:** Thursday, July 07, 2011 6:55 PM  
**To:** ADougan@Vectren.com  
**Subject:** Banner & Weiss

Ann-Marie,  
Could you give me an update on Chanda Banner & Gary Weiss net-metering agreements?  
Thanks,

Brad Morton  
Morton Solar & Wind, LLC  
Evansville, Indiana  
(812)402-0900  
Fax (812)402-9695



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**J. David Agnew**

---

**From:** Dougan, Ann-Marie E. [ADougan@Vectren.com]  
**Sent:** Thursday, June 14, 2012 4:14 PM  
**To:** Brad Morton  
**Subject:** RE: Net Metering for 3221 N. Eleventh Ave

I will check on it. Thanks Brad.

---

**From:** Brad Morton [<mailto:bmorton@mortonsolar.com>]  
**Sent:** Thursday, June 14, 2012 2:53 PM  
**To:** Dougan, Ann-Marie E.  
**Subject:** FW: Net Metering for 3221 N. Eleventh Ave

Hi Ann-Marie,

I had to meet CAPE at this home today for a follow-up on the project and we noticed that the meter had not been changed to a new digital model.

Not sure if it is a problem or not but just wanted to let you know.

Brad Morton  
Morton Solar & Wind, LLC  
(812)402-0900  
(270)799-8978  
Fax (812)402-9695



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---

**From:** Brad Morton [<mailto:bmorton@mortonsolar.com>]  
**Sent:** Wednesday, January 11, 2012 2:50 PM  
**To:** [ADougan@Vectren.com](mailto:ADougan@Vectren.com)  
**Subject:** Net Metering for 3221 N. Eleventh Ave

Ann-Marie,

Here is net-metering application for Robert Martin, 3221 N. Eleventh Ave.

Best regards,

Brad Morton

Morton Solar & Wind, LLC  
(812)402-0900  
(270)799-8978  
Fax (812)402-9695



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**J. David Agnew**

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**From:** Van Bibber, Brad [bjvanbibber@Vectren.com]  
**Sent:** Thursday, January 17, 2013 2:39 PM  
**To:** Brad Morton  
**Subject:** RE: Net-Metering Agreements signed from Vectren

I will track these down and get copies to you.

Brad

---

**From:** Brad Morton [<mailto:bmorton@mortonsolar.com>]  
**Sent:** Thursday, January 17, 2013 1:17 PM  
**To:** Van Bibber, Brad  
**Cc:** Dougan, Ann-Marie E.  
**Subject:** Net-Metering Agreements signed from Vectren

Brad,  
I need to have the net-metering agreements signed from Vectren.  
Can you get the attached net-metering agreements with signature from appropriate official?  
The following are attached:

- 1) Norm Miller
- 2) Allen Stute

Thanks and best regards,  
Brad Morton  
Morton Solar & Wind, LLC  
(812)402-0900  
(270)799-8978  
Fax (812)402-9695



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