

*Exhibit No.:*  
*Issue:* *Certificate of Convenience*  
*Witness:* *Claire M. Eubanks, P.E.*  
*Sponsoring Party:* *MoPSC Staff*  
*Type of Exhibit:* *Surrebuttal Testimony*  
*Case No.:* *EA-2016-0208*  
*Date Testimony Prepared:* *September 30, 2016*

**MISSOURI PUBLIC SERVICE COMMISSION**

**COMMISSION STAFF DIVISION**

**ENGINEERING ANALYSIS**

**SURREBUTTAL TESTIMONY**

**OF**

**CLAIRE M. EUBANKS, P.E.**

**UNION ELECTRIC COMPANY,  
d/b/a AMEREN MISSOURI**

**CASE NO. EA-2016-0208**

*Jefferson City, Missouri*  
*September 2016*

**OF**

**CLAIRE M. EUBANKS**

**UNION ELECTRIC COMPANY,**  
**d/b/a AMEREN MISSOURI**

**CASE NO. EA-2016-0208**

A. Claire M. Eubanks and my business address is Missouri Public Service Commission, P.O. Box 360, Jefferson City, Missouri, 65102.

A. Yes, I submitted rebuttal testimony on September 7, 2016.

A. I will respond to Wal-Mart Stores, Inc.'s (Walmart) witness Steve W. Chriss and Brightergy's witness Jessica Oakley regarding the inclusion of lease payments in the Solar Partnership Pilot.

A. Walmart asserts that the Commission should include a provision of lease payments in the Solar Partnership Pilot. Brightergy also asserts the program would benefit from inclusion of lease payments but does not object to the Stipulation as filed.

Page 1

1           A.     Staff is sensitive to Walmart and Brightergy's concern that participating  
2 customers may not receive a tangible benefit which may limit the interest in the program.  
3 However, Ameren has represented in its Direct Testimony they have been contacted by  
4 customers who are interested in this type of arrangement. Whether or not there is broad  
5 customer interest in supporting solar projects without lease agreements is one question the  
6 structure of this program may be able to answer. Further, including lease agreements in the  
7 Solar Partnership Pilot would increase costs, particularly if the \$2.20/Watt-DC per site limit  
8 was not lowered accordingly or if the lease agreements were not included under the  
9 \$2.20/Watt-DC per site limit.

10           Q,     Walmart's witness Mr. Chriss is concerned about "the public policy  
11 implications of the potential expectation that customers give away the use of their property in  
12 order to contribute to renewable development in Missouri." What is your response to  
13 Mr. Chriss' concern?

14           A.     Staff recognizes this program does not necessarily fit every commercial and  
15 industrial customer of Ameren's. From Staff's perspective, this program is aimed at  
16 customers with property that has little opportunity cost who are interested in promoting  
17 renewables in Missouri. Staff also views this pilot as a potential stepping stone for additional  
18 solar partnership programs in the future which may be structured to target other subsets of  
19 Ameren's customers or a broader set of Ameren's customers.

20           Q.     Mr. Chriss discusses the lack of lease payments in regards to a customer costs  
21 to operate and maintain their property. Are there instances that a solar facility would benefit  
22 certain customers in regards to operation and maintenance of their property?

1           A.     Yes. Staff understands that Ameren would maintain the solar facility,  
2 therefore a customer who has property with little opportunity cost yet costs to maintain, such  
3 as, mowing, may see the partnership as a benefit in reducing their operational and  
4 maintenance costs.

5           Q.     Does this conclude your surrebuttal testimony?

6           A.     Yes, it does.

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

|  |   |                       |
|--|---|-----------------------|
| In the Matter of the Application of Union    | ) |                       |
| Electric Company d/b/a Ameren Missouri for   | ) | Case No. EA-2016-0208 |
| Permission and Approval and a Certificate of | ) |                       |
| Public Convenience and Necessity             | ) |                       |
| Authorizing it to Offer a Pilot Distributed  | ) |                       |
| Solar Program and File Associated Tariff     | ) |                       |

**AFFIDAVIT OF CLAIRE M. EUBANKS, PE**

|                   |   |     |
|-------------------|---|-----|
| STATE OF MISSOURI | ) |     |
|                   | ) | ss. |
| COUNTY OF COLE    | ) |     |

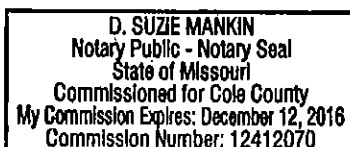
**COMES NOW CLAIRE M. EUBANKS, PE** and on her oath declares that she is of sound mind and lawful age; that she contributed to the foregoing Surebuttal Testimony and that the same is true and correct according to her best knowledge and belief.

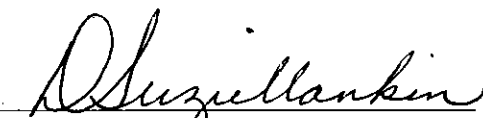
Further the Affiant sayeth not.

  
CLAIRE M. EUBANKS, PE

**JURAT**

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 30<sup>th</sup> day of September, 2016.



  
Notary Public