

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

In the Matter of a Proposed Amendment to)
4 CSR 240-20.065, the Commission's) File No. EX-2012-0193
Net Metering Rule.)

COMMENTS OF UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI

COMES NOW Union Electric Company d/b/a Ameren Missouri (Ameren Missouri or Company), and for its Comments on the Missouri Public Service Commission's (Commission) proposed amendments to Rule 4 CSR 240-20.065, states as follows:

Background

1. The Notice of Proposed Rulemaking published in the *Missouri Register* required that comments be filed on or before April 2, 2012, and scheduled a hearing for April 3, 2012. These Comments are filed in response to that notice.

2. Ameren Missouri generally supports the proposed amendments to 4 CSR 240-20.065. However, the Company proposes two changes of substance to the proposed amended rule for Commission consideration and two other, more minor clarification changes.

3. The first substantive change is to the "Interconnection Application/Agreement for Net Metering Systems with Capacity of One Hundred Kilowatts (100kW) or Less" (Interconnection Agreement). The proposed rule has the utility signature located after the solar rebate information (Contract, Section I), which would mean the Company cannot sign until it has accepted the customer's solar rebate application as well as the net metering application. Presently, however, the Company often is able to commence net metering service before all solar rebate documentation has

been received from the customer. The Company does not believe that it is the Commission's intent or that it is in customers' interest to delay the commencement of net metering due to incomplete solar rebate documentation. The Company believes the easiest solution is to place the utility signature line before Section G – Solar Rebate. That way, net metering may begin even if the customer has not yet provided all of the documentation necessary for the Company to pay the rebate. If the Commission desires to have a signature on the solar rebate portion, it could require a utility signature at the end as well.

4. The second substantive change is also to the Interconnection Agreement. Section 5 is titled "Energy Pricing and Billing." Ameren Missouri agrees this section should be modified to refer to the appropriate net metering tariff, but believes the insertion was made in the wrong sentence. It should have been inserted in the second sentence rather than in the first. Additionally, both sentences should refer to net electric energy. The Company believes the first two sentences in this section should read (Ameren Missouri's additions in bold):

The net electric energy delivered to the Customer-Generator shall be billed in accordance with the Utility's Applicable Rate Schedules. The value of the **net** electric energy delivered by the Customer-Generator to [Utility Name] shall be credited in accordance with the **net metering** rate schedule(s).

5. Ameren Missouri also proposes two more minor wording changes.

A. 4 CSR 240-20(1)(G) defines "REC." The Company believes a word has been left out, the word "that", and would reword as follows (Ameren Missouri's addition in bold):

REC means Renewable Energy Credit or Renewable Energy Certificate which is tradable, and represents **that** one (1) megawatt-hour of electricity that has been generated from a renewable energy resource.

This wording change makes clear that the REC is not the actual energy but rather is the demonstration that renewable energy was produced. This wording is also consistent with the definition of REC contained in the Commission's Electric Utility Renewable Energy Standard Requirements rule 4 CSR 240-20.100.

B. Another clarification correction is to Section A of the Interconnection Agreement. Ameren Missouri recommends changing the last line to “If account as multiple meters, provide the meter number **to which generation will be connected.**” (Ameren Missouri’s addition in bold). The Company believes this change will be clearer as to which meter number must be provided.

6. Ameren Missouri supports the proposed language in Section A.9 of the Interconnection Agreement which allows for the Interconnection Agreement to be placed on the Company’s website and provides for a process to ensure Staff is advised of any changes made to that Interconnection Agreement. The Company does not presently have plans for an electronic application process but believes its website is an important tool for communication with its customers and that it is appropriate to acknowledge and provide for that reality in the rule.

7. Ameren Missouri urges the Commission to adopt the rule as published with the changes which it is requesting. The Company appreciates the opportunity to provide these Comments.

Respectfully submitted,

UNION ELECTRIC COMPANY,
d/b/a Ameren Missouri

/s/ Wendy K. Tatro

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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been emailed to the following on this 2nd day of April, 2012:

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/s/ Wendy K. Tatro

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