

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

IN THE MATTER OF THE COMPLAINT OF)
MORTON SOLAR AND WIND, LLC)

RESPONDENT: SOUTHERN INDIANA GAS)
AND ELECTRIC CO. D/B/A VECTREN)
ENERGY DELIVERY OF INDIANA, INC.)

CAUSE NO. 44344

RESPONDENT'S SUBMISSION OF DIRECT TESTIMONY AND EXHIBITS

Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc. ("Vectren South") ("Respondent"), by counsel, hereby submits the testimony and exhibits constituting its Case-in-Chief.

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that an electronic copy of the foregoing Respondent's Submission of Direct Testimony and Exhibits has been served by electronic mail to:

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This 21st day of January, 2014.



P. Jason Stephenson

STATE OF INDIANA

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IN THE MATTER OF THE COMPLAINT OF)
MORTON SOLAR AND WIND, LLC)
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RESPONDENT: SOUTHERN INDIANA GAS AND)
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DELIVERY OF INDIANA, INC.)

CAUSE NO. 44344

VERIFIED DIRECT TESTIMONY

OF

THOMAS L. BAILEY

DIRECTOR, SALES

SPONSORING RESPONDENT'S EXHIBIT NO. TLB-1 THROUGH TLB-14

VERIFIED DIRECT TESTIMONY

OF

THOMAS L. BAILEY

DIRECTOR, SALES

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

2 A. My name is Thomas L. Bailey, and my business address is One Vectren Square, 211
3 N.W. Riverside Drive, Evansville, Indiana 47708.

4 **Q. What position do you hold with Southern Indiana Gas and Electric Company d/b/a**
5 **Vectren Energy Delivery of Indiana, Inc. ("Vectren South" or the "Company")?**

6 A. I am Director, Sales for Vectren Utility Holdings, Inc. ("VUHI").

7 **Q. Please describe your educational background.**

8 A. In May of 2000, I graduated from Wabash College, located in Crawfordsville, Indiana,
9 with a Bachelor of Arts Degree in History and English. In 2012, I earned a Master of
10 Business Administration degree from Murray State University.

11 **Q. Please describe your professional background.**

12 A. I was hired by Vectren Energy Delivery of Indiana, Inc. in December of 2000 and began
13 working within the Corporate Communications department. In July of 2001, I moved to
14 the Marketing Department and held the position of Business Service Center
15 Representative. In April of 2003 I was promoted to Marketing Contract Sales
16 Administrator with responsibilities for residential, commercial and industrial contracts. In
17 April of 2004 I moved to the Industrial Development and Sales Department and held the
18 position of Industrial Sales Administrator with job duties including internal sales and
19 marketing functions for Vectren South's large industrial customer base. On December

1 15, 2005 I was promoted to Manager of Industrial Sales. On April 5, 2010 I was
2 promoted to Director, Industrial Sales.

3 **Q. What are your responsibilities as Director, Sales for Vectren Energy Delivery?**

4 A. I oversee the marketing and sales activities for Vectren's electric and natural gas
5 residential, commercial and industrial customers. Overall, I am responsible for all sales
6 growth initiatives for the regulated utility business. This includes interfacing with
7 customers to respond to their energy service needs and potential economic
8 development opportunities in the state of Indiana related to Vectren's service territories.
9 Also, I participate in negotiations on behalf of Vectren with industrial and large volume
10 customers regarding their energy service requirements.

11 **Q. Have you previously testified before the Indiana Utility Regulatory Commission**
12 **("Commission")?**

13 A. Yes. I have testified in previous rate cases including Indiana Gas Company d/b/a
14 Vectren Energy Delivery of Indiana Inc.'s ("Vectren North") general gas rate case (Cause
15 No. 43298), in Vectren South's general gas rate case (Cause No. 43111) and in Vectren
16 South's general electric rate case (Cause No. 43839). Additionally, I have provided
17 testimony for multiple special contracts requiring Commission approval as well as
18 docketed necessity certificate cases.

19 **Q. Are you sponsoring any exhibits in support of your testimony?**

20 A. Yes. I am sponsoring the following exhibits:

Exhibit	Description
Respondent's Exhibit TLB-1	Vectren South Net Metering Information
Respondent's Exhibit TLB-2	Vectren South Notices To Net Metering Customers
Respondent's Exhibit TLB-3	Morton Solar's Response to Vectren South's Data Request 2-3
Respondent's Exhibit TLB-4	Morton Solar's Response to Vectren South's Data Request 2-1

Respondent's Exhibit TLB-5	Morton Solar's Response to Vectren South's Data Request 2-12
Respondent's Exhibit TLB-6	May 17, 2011 Vectren South Email Providing Mr. Morton Mr. Kohut's Interconnection Agreement
Respondent's Exhibit TLB-7	January 10, 2013 Vectren South Email Providing Mr. Morton Mr. Kohut's Interconnection Agreement
Respondent's Exhibit TLB-8	Morton Solar's Response to Vectren South's Data Request 3-16 and 3-17
Respondent's Exhibit TLB-9	Vectren South's Supplemental Responses to Morton Solar's First Set of Data Requests
Respondent's Exhibit TLB-10	Email exchange regarding interconnection agreements for Messrs. Davidson, Davidson and Kohut
Respondent's Exhibit TLB-11	Morton Solar's Response to Vectren South's Data Request 2-5
Respondent's Exhibit TLB-12	Ohio Public Utilities Commission SREC Change
Respondent's Exhibit TLB-13	Sample Morton Solar Project Agreement
Respondent's Exhibit TLB-14	Morton Solar Email Urging Customers To Participate in SREC Sales

1
2 **Q. Were the exhibits identified above prepared or assembled by you or under your**
3 **direction or supervision?**

4 A. Yes.

5 **Q. What is the purpose of your Direct Testimony in this proceeding?**

6 A. First, I will provide an overview of net metering, including summarizing the necessity of
7 interconnection review, Company specific procedures for processing an application and
8 Vectren South support for net metering. Second, I explain that Vectren South's practice
9 for returning fully executed interconnection agreements to customers did not violate the
10 Commission's rules governing customer owned generation facility interconnection.
11 Third, I explain that incidents Mr. Morton complains constituted Company roadblocks to
12 net metering involve either a misunderstanding by Mr. Morton or Vectren South applying
13 rules in a non-discriminatory fashion. Third, I will explain challenges with net metering
14 the Company has faced. Fourth, I dispute Mr. Morton's allegations that the Company is
15 responsible for customers not selling solar renewable energy credits by noting that
16 Vectren South provided agreements as a matter of course to customers and always

1 provided copies upon request. Fifth, I demonstrate that Vectren South has not interfered
2 with Morton Solar's business relationships. Finally, I explain why a broad based
3 investigation into net metering is not necessary at this time.

4 **Q. Please identify the other witnesses testifying on behalf of Vectren South and the**
5 **subject matter of their respective testimony.**

6 A. Vectren South's evidence includes testimony and evidence from the following witnesses:

<i>Witness</i>	<i>Subject Matter</i>
Anne-Marie Schapker	Ms. Schapker's testimony (1) provides an overview of Vectren South's net metering process; (2) details Vectren South's interactions with several customers identified by Morton Solar and who have intervened in this proceeding to refute the allegations that these customers have been treated unfairly by Vectren South.
James Cox	Mr. Cox's testimony explains (1) why a utility accessible external disconnect switch is required for net metering facilities; (2) why Vectren South acted reasonably in further evaluating the impacts of Dr. Stranskey's net metering facility on the transformer; and (3) the impact on Vectren South's standard meters of a net metering facility sending power back to Vectren South's distribution system.

7
8

I. Net Metering

9 **Q. What is net metering?**

10 A. Net-metering is a billing construct for customers that install eligible net metering energy
11 resources such as wind, solar, photovoltaic, organic waste biomass, hydropower, fuel
12 cells and other renewable generation resources. 170 IAC 4-4.2-1(d). The customer
13 generator facility produces electricity which serves the customers' energy (kilowatt hour
14 ("kWh")) needs and, during times when the electricity produced exceeds the customer's
15 energy (kWh) premise requirements , returns electricity to the utility's distribution system.
16 Under net metering, the customer pays only the difference between the electricity that is

1 supplied and used from the electric utility and the electricity that the customer self
2 generates or is supplied back to the investor-owned electric utility. 170 IAC 4-4.2-1(i).
3 The customer is responsible for the meter charge associated with the premise.

4 **Q. Why must Vectren South approve the interconnection of a customer owned**
5 **generation facility?**

6 A. It is common practice throughout the utility industry to review proposed generation
7 facilities that will be interconnected with distribution and transmission systems to ensure
8 operation of the generation facilities will not overload distribution equipment, present a
9 safety hazard, or adversely impact service to other customers. As Respondent's witness
10 Cox explains, injury to repairman and equipment can result from a generation facility that
11 is delivering electricity to the Company's distribution system. Customer generation
12 facilities also have the potential to impact other customers' electrical equipment. In
13 some cases, safe interconnection of the generation facility will require upgrades to the
14 distribution and transmission system. The Interconnection Rules (170 IAC 4-4.3-1 *et*
15 *seq.*) require customers to pay for these upgrades. 170 IAC 4-4.3-8(h). If the operator
16 of the distribution or transmission system is not familiar with the generation facility, it
17 may be difficult to properly evaluate service issues or equipment failures.

18 **Q. Has Vectren South adopted a procedure for reviewing customer owned generation**
19 **facilities?**

20 A. Yes. Vectren South has worked to create a process to facilitate a consistent and
21 coordinated response to customer applications to interconnect net metering facilities.
22 We have developed a specific page on our website to address questions about
23 Customer-Owned Generation that includes a customer checklist, guidelines for customer
24 owned generation facilities, application forms, interconnection agreement forms and
25 contact information. See

1 https://www.vectren.com/Business_Customers/Rates_&_Regulatory/Customer-
2 [Owned_Generation.jsp](https://www.vectren.com/Business_Customers/Rates_&_Regulatory/Customer-). Attached to my testimony as Respondent's Exhibit TLB-1 is a
3 screen shot of the webpage and the customer checklist for customer-owned generation.
4 The web page is consistently reviewed and updated as guidelines or policies are
5 developed related to new services provided by Vectren. The information related to net
6 metering has been published and available for customer education since 2013. I
7 supervise employees at Vectren South, including Respondent's witness Schapker.
8 Witness Schapker manages two (2) Account Managers who are charged with receiving
9 the applications and processing the applications. These employees interface with the
10 customer or customer's agent and communicate with our engineering department who
11 conducts the review of the application from a technical aspect. The engineers will often
12 reach out to the customer to discuss the project. The Regional Manager (Ann-Marie
13 Schapker) and Account Managers are responsible for all sales activities in Vectren
14 South's territory for natural gas and electric service to residential, commercial and
15 industrial customers. This includes but is not limited to economic development, sales
16 growth objectives, contract management and providing customer service.

17 **Q. Explain Vectren South's procedures for processing an application.**

18 A. Customers can mail, fax or submit applications through Vectren South's website. The
19 application is received by the Sales Department. Vectren South also receives
20 interconnection agreements signed by the customer. The Regional Manager or an
21 Account Manager reviews the applications, usually within 48 hours, to determine
22 whether they are a Level I, II or III applications under the Commission's Interconnection
23 Rules. Level I applications cannot exceed ten (10) kilowatts and must satisfy other
24 criteria intended to ensure the facilities have minimal impact on the distribution system.
25 Level II and III applications are typically larger and involve additional complexity and

1 review. The majority of the applications Vectren South has received are Level I
2 applications. For Level I applications, Vectren South typically determines whether they
3 are complete within four (4) days. An order is created in Vectren South's work
4 management program, Maximo, and engineering is tasked with reviewing the application
5 to ensure it complies with applicable rules. Once the process is complete, a copy of the
6 interconnection agreement is returned to customers.

7 **Q. Has Vectren South been supportive of net metering?**

8 A. Yes. I have already described the process developed by Vectren South to process
9 applications and the documents developed for its website to help customers through the
10 process. The Company has also taken other steps that are supportive of net metering.
11 Prior to the Commission's 2011 amendments to its Net Metering Rules (170 IAC 4-4.2-1
12 *et seq.*), the Interconnection Rules only mandated that utilities authorize net metering for
13 facilities that were less than 10 kW. Vectren South voluntarily agreed to allow net
14 metering facilities that were larger than 10 kW prior to the net metering rules changing.

15 **Q. What is the adoption rate of net metering in Vectren South's service territory
16 compare to other Indiana investor-owned electric utilities?**

17 A. Vectren South's electric service territory maintains the second highest ratio of net
18 metering customers to total customers of all the Indiana investor owned electric utilities.
19 Based on the net metering reports filed with the Commission, the only utility with a
20 higher ratio of net metered customers is Duke Energy Indiana, Inc. ("Duke"):

Utility	Total Customers Served ¹	Net Metering Customers ²	Ratio of Total Customers to Net Metering Customers
Duke Energy of Indiana, Inc.	783,000	207	0.0264%
Indiana Michigan Power Co.	458,000	68	0.0148%
Indianapolis Power & Light Co.	468,000	23	0.00491%
Northern Indiana Public Service Co.	457,000	55	0.0120%
Vectren South	146,000	35	0.0240%

1 This demonstrates that Vectren South has supported its customers that choose to net
2 meter. This data is compiled as of March 2013. As of January 1, 2014, Vectren South
3 has a total of 60 net metering customers with an additional 11 customer applications
4 pending approval and implementation. This is an approximate 100% increase in less than
5 one year for new net metering customers in Vectren South's territory.
6

7 **II. Compliance With**
8 **The Interconnection Rules**

9 **Q. Do Vectren South's procedures for reviewing net metering applications comply**
10 **with the Interconnection Rules?**

11 A. The procedures that Vectren South adopted to process net metering applications comply
12 with the Interconnection Rules. The Company familiarized itself with these regulations
13 and set-up personnel and a review process consistent with the Interconnection Rules.
14 However, Morton Solar and Vectren South developed a practice of working together that
15 did not perfectly comply with the Interconnection Rules. Specifically, Morton Solar would
16 generally provide an Interconnection Agreement that had already been executed by

¹ INDIANA UTIL. REGULATORY COMM'N, Annual Report to the Regulatory Flexibility Committee of the Indiana General Assembly, pp. 18-19 (2013); available at http://www.in.gov/iurc/files/2013_IURC_Annual_Report_to_the_Regulatory_Flexibility_Committee.pdf.

² INDIANA UTIL. REGULATORY COMM'N, 2012 Net Metering Required Reporting Summary (March 2013); available at http://www.in.gov/iurc/files/2012_Net_Metering_Required_Reporting_Summary.pdf.

1 customers when applying for interconnection. This deviation was intended to make
2 things simpler for the customers who could execute the interconnection agreement when
3 working with Mr. Morton.

4 **Q. Please explain how this practice deviates from the Interconnection Rules.**

5 A. Vectren South and Morton Solar developed a practice of having the customer submit a
6 signed interconnection agreement at the same time the application was submitted. The
7 Interconnection Rules specify a different process for the interconnection agreement.
8 They require Vectren South to send an interconnection agreement executed by the
9 Company (but not the customer) after approval of the application. 170 IAC 4-4.3-6(k)(2)
10 and -7(r)(2). The customer is then obligated to execute the interconnection agreement
11 and return to Vectren South the fully executed agreement 10 business days before
12 commencing operation of the customer-owned generation facility. 170 IAC 4-4.3-6 (l)(1)
13 and (2) and -7(l)(1) and (2). Under the terms of the interconnection agreement, the
14 customer would also be obligated to provide proof of insurance before operating the
15 customer owned generation. Because the customers had already provided Vectren
16 South an executed copy of the interconnection agreement, Vectren South simply added
17 its signature to the agreement and notified Morton Solar the project had been approved.
18 The fully executed interconnection agreements were then mailed to the customer once
19 all of the insurance documentation had been collected and the project became
20 operational.

21 **Q. Mr. Morton contends that the Interconnection Rules obligated Vectren South to**
22 **return a fully executed agreement to customers within 10 days of approval. Do**
23 **you agree with his contention?**

24 A. No. Mr. Morton is misconstruing the Interconnection Rules. He contends that Vectren
25 South was “required to ‘Execute and send to the applicant [an] . . . interconnection

1 agreement” within 10 days of approval.” Petitioner’s Exhibit A, p. 13, lines 4-6. First, the
2 triggering period is not approval of the agreement, but ten business days after
3 notification that the application is approved. 170 IAC 4-4.3-7(k). While this is not critical
4 to Mr. Morton’s contention, it is indicative of his lack of familiarity with the Interconnection
5 Rule. More importantly, however, the executed agreement the Interconnection Rule
6 requires the Company to send to the customer is not a fully executed agreement. The
7 Interconnection Rules are explicit that the customer is to execute this agreement and
8 then return the agreement to the Company ten business days before operation of the
9 facility. The practice that developed between Morton Solar and Vectren South rendered
10 compliance with these steps impossible. Once the customer returns the fully executed
11 agreement to Vectren South, the Company is not required to take any further action. In
12 other words, there is no provision in the Interconnection Rule requiring the Company to
13 copy and return a fully executed version of the interconnection agreement to customers.
14 While the Company had procedures in place to mail agreements and always provided
15 copies upon request, there is no deadline for returning fully executed agreements to
16 customers in the Interconnection Rule for Vectren South to have violated.

17 **Q. Is Vectren South continuing to accept customer-signed interconnection**
18 **agreements with the initial application?**

19 A. No. As the Company evaluated the Complaint, it concluded that there were benefits in
20 the procedures outlined in the Interconnection Rule for supplying interconnection
21 agreements. Consequently, Vectren South is no longer accepting signed
22 interconnection agreements supplied with the application. The Company now sends
23 customers a copy of an agreement executed by Vectren South once the application has
24 been approved. This process (1) ensures that customers are executing the agreement
25 and have an opportunity to review its terms; (2) signals that the application process has

1 been approved; (3) affords the customer an opportunity to make a copy of the fully
2 executed agreement before returning it to Vectren South; and (4) provides a mechanism
3 for Vectren South to be made aware of the intended date that the net generation facility
4 will be operational. While Mr. Morton has complained about this process and alleged
5 that it was intended as retaliation for his Complaint, the Company did not adopt this
6 process as retaliation for this Complaint. The purpose is to more closely align with the
7 Interconnection Rule and Vectren South will follow this procedure for all customers and
8 contractors.

9 **Q. Please comment on Mr. Morton’s contention that Vectren South rarely complied**
10 **with the deadlines to process Level 1 and Level 2 interconnection applications.**

11 A. Mr. Morton has not applied the Interconnection Rule correctly. The Interconnection Rule
12 provides Vectren South: (a) 10 business days to determine the application is complete,
13 (b) 15 business days from the date the application is deemed complete to approve the
14 application; and (c) 10 business days from the date the application is complete to send
15 an interconnection agreement executed by the Company for Level 1 and 2 applications.
16 See e.g. 170 IAC 4-4.3-6 (i), (j) and (k) and -7(p) and (q). Mr. Morton erroneously
17 calculated the deadline for a Level 1 application as 25 days. In actuality, the Rule
18 affords utilities 35 total business days to process both Level 1 and 2 applications. Mr.
19 Morton also has failed to acknowledge that the deadline is calculated in business days,
20 not calendar days. I am concerned that some of the frustration expressed by Vectren
21 South’s customers results from Mr. Morton’s unrealistic expectations resulting from his
22 misreading of these deadlines. For a hypothetical Level 1 application filed on January 6,
23 2014, the last day Vectren South could send an interconnection agreement executed by
24 it would be February 24, 2014 (35 business days). If Mr. Morton is telling his customers
25 that Vectren South will process the paperwork in 25 calendar days, they would have

1 expected the process to be complete on January 31, 2014, even though the Company
2 would have an additional 17 business days under the rules to process the application.

3 **Q. Has Vectren South taken any action to help clear-up any confusion by its**
4 **customers?**

5 A. Yes. The Company has developed standard forms that are provided to net metering
6 applicants at each stage in the process to identify the next steps. Copies of those
7 notices are attached as Respondent's Exhibits TLB-2.

8 **Q. Does Vectren North agree with Mr. Morton's chart identifying the number of days**
9 **past the deadline for providing customers a signed interconnection agreement?**

10 A. No. The chart on pages 8-9 of Mr. Morton's testimony is not accurate. As Ms. Schapker
11 testifies, Vectren South regularly returned interconnection agreements to customers.
12 Petitioner's Exhibit BM-19 includes the chart Vectren South created demonstrating the
13 date executed agreements were returned. Moreover, the Commissioning Date identified
14 by Mr. Morton has no relationship to the Interconnection Rule. Vectren South pointed-
15 out these shortcomings in its Answer to Morton Solar's complaint, but Mr. Morton
16 decided to include the same erroneous information in his testimony.

17 **Q. Have there been instances when Vectren South did not perfectly follow the**
18 **Interconnection Rule?**

19 A. Yes. The Company misplaced Mr. Martin's application and failed to process the
20 application. Mr. Morton proceeded to install the facility and interconnect it with Vectren
21 South's distribution system without the Company's inspection in violation of Vectren
22 South's tariffs to interconnect the system without informing the Company. The Company
23 regrets that it failed to process Mr. Martin's application, but there has been minimal
24 harm. As Mr. Cox explains, the standard meter runs backwards and while the meters

1 are not calibrated to read backwards, Ms. Schapker has reviewed Mr. Martin's billing
2 records and established that he is receiving benefits from his net metering facility.
3 Based on this information, his bill from Vectren South would not have been materially
4 different. Mr. Martin has not signed an interconnection agreement with Vectren South
5 and therefore has been unable to sell his solar renewable energy credits ("SRECs").
6 Vectren South did tender an interconnection agreement to him on September 13, 2013.
7 Mr. Martin has not yet executed the interconnection agreement. To the extent Vectren
8 South is responsible for Mr. Martin's inability to sell SRECs, it would be willing to pay Mr.
9 Martin the \$60.48 Mr. Morton has determined Mr. Martin could have received selling his
10 SRECs.

11 **III. Vectren South Has Not Imposed Unnecessary**
12 **Roadblocks To Net-Metering Facilities**

13 **Q. Mr. Morton contends (p. 2) that Vectren South has "thrown-up unnecessary**
14 **roadblocks" to net metering facilities. Do you agree with this contention?**

15 A. No. Vectren South has not established roadblocks to net-metering. As I noted above,
16 the Company has taken steps to make it easier for its customers to net meter including
17 designating staff to manage the interconnection process, posting a page on its website
18 to answer customer questions and exceeding applicable net metering rules. The six
19 specific examples Mr. Morton alleges constitute "unnecessary roadblocks" to net
20 metering facilities either (1) misconstrue the Company's actions; (2) involve the
21 Company's application of regulations to avoid discriminating against customers or (3)
22 complain of prior incidents that have been resolved. While I will respond to each of the
23 alleged incidents, I feel the need to unequivocally state that Vectren South has never
24 intended to create a net metering process designed to slow down or prevent customers
25 from moving ahead with qualifying installations. Specifically, let me state: 1. As the
26 Director charged with responsibility for customer relationships and for the net metering

1 process, management has never instructed me to be anything other than fully
2 cooperative with our customers; 2. My employees including Ms. Schapker have been
3 encouraged to provide quality service to our customers with respect to net metering
4 issues; 3. Ms. Schapker is our point of contact with customers and their agents with
5 respect to net metering and I believe she has acted throughout her tenure in good faith
6 and has never intentionally acted to harm customers or their agents.

7 **Q. Please address Mr. Morton's allegations involving Tom Coomes.**

8 A. Mr. Morton contends that Vectren South reduced the estimated cost to extend service to
9 Mr. Coomes in response to Mr. Coomes' threat to go entirely off grid. Petitioner's Exhibit
10 A, p. 5, lines 6-11. Mr. Morton's contention is absolutely false. As Ms. Schapker notes
11 in her testimony, Vectren South was not even aware that Mr. Coomes contemplated
12 installing a net metering facility. Mr. Coomes requested that Vectren South provided him
13 two estimates to extend facilities. Mr. Morton's \$8,000 price difference (which he
14 suggests was intended to keep Mr. Coomes from net metering) is actually the price
15 difference between the two estimates.

16 **Q. Did the Company "demand" that Dr. Stransky purchase a new transformer?**
17 **Petitioner's Exhibit A, p. 5, lines 12-20.**

18 A. No. The Company never demanded Dr. Stransky purchase a new transformer. While
19 this may have been Mr. Morton's "interpretation" the correspondence, which is attached
20 to Mr. Morton's testimony as Petitioner's Exhibits BM-2 and -3, does not support this
21 interpretation. Respondent's Exhibit TLB-3. Mr. Snyder, a Vectren South engineer, sent
22 an email to Mr. Morton on April 2, 2013 alerting Mr. Morton that the proposed net
23 metering facility could result in a violation of 170 IAC 4-4.3-6(e). Mr. Morton responded
24 shortly thereafter, accusing Vectren South of unnecessarily increasing the costs of
25 renewable projects. Mr. Snyder responded to Mr. Morton on April 5, 2013 that Vectren

1 South was engaged in additional discussions and reviews to evaluate the effect of the
2 installation. Ultimately, Vectren South concluded that the net metering facility would not
3 adversely impact the transformer and permitted the interconnection without upgrades to
4 the transformer. Vectren South witness Cox explains such a review is critical to assure
5 that the interconnection of a net metering facility does not adversely affect other
6 customers served by the distribution system. Additionally, the review and approval
7 process assists in maintaining and securing a safe and reliable system for Vectren
8 South's employees as well as customers.

9 **Q. Did Vectren South refuse to install a bidirectional meter for Mr. Polk until a staff**
10 **member from Senator Lugar's office intervened?**

11 A. No. Mr. Morton contends that the intervention of Senator Lugar's office was required to
12 get a bi-directional meter installed for Mr. Polk because the Company "refused to install
13 a bidirectional meter." Petitioner's Exhibit A, p. 3, lines 27-33. Mr. Morton's contention
14 that Vectren South "refused to install a bidirectional meter" is not accurate. Morton Solar
15 acknowledged in discovery that Vectren South never refused to install a bidirectional
16 meter. Respondent's Exhibit TLB-4. As Morton Solar acknowledges, the Company was
17 seeking necessary insurance documentation for the interconnection. The Commission's
18 Net Metering Rule and Vectren South's interconnection agreement require customers to
19 provide proof of insurance before commencing operation of the facility. See 170 IAC 4-
20 4.2-8. Morton Solar notified Vectren South that the net metering facility was installed on
21 September 12, 2008. Morton Solar was informed that same day that Mr. Polk needed to
22 provide proof of insurance before the net metering facility could operate. Vectren South
23 was forced to follow-up with an email on September 15, 2008 with Mr. Polk. Mr. Polk
24 responded on September 25, 2008 that he would arrange for a hard copy of the
25 insurance documentation to be delivered. Vectren South installed the net meter on

1 October 3, 2008, after receipt of the proof of insurance. Vectren South was not aware
2 Mr. Morton had contacted Senator Lugar's office until Morton Solar made that
3 declaration to the Commission.

4 **Q. Did requiring the Chrisney Public Library ("Chrisney Library") to execute a**
5 **minimum use contract constitute a road block to net metering?**

6 A. No. The Chrisney Library was a new building that required the Company to extend new
7 distribution and service lines. Vectren South incurs costs for such extensions and the
8 Commission has adopted regulations governing the allocation of responsibility for these
9 costs. See 170 IAC 4-1-27. The Chrisney Library also engaged Morton Solar to install a
10 net metering facility. Vectren South considered the impacts of the net-metering facility in
11 determining the thirty six month revenue estimate and complied with 170 IAC 4-1-27.
12 This rule requires Vectren South to estimate thirty-six months of margin from the
13 customer and obligates customers to incur the cost of extending distribution and service
14 lines that exceed the estimated thirty-six months of margin. The difference between total
15 non-fuel cost revenue and the total cost of the project is borne by the customer. The
16 purpose for this rule is to avoid having customers subsidize the cost of extending service
17 should additional margin not exceed the total cost of providing electric service to a
18 customer. :

19 In this case, Chrisney's installation of a net metering facility reduces the opportunity for
20 margin to exceed cost. At the beginning of this project Chrisney could have decided to
21 remain totally off the grid which would not have required new electric service. However,
22 due to the need for energy throughout the year, Chrisney determined the need to utilize
23 Vectren South's infrastructure which requires investment and recovery of costs.
24 Furthermore, ignoring the net metering impact on anticipated margin would provide a
25 discriminatory preference to those customers compared to non-net metering customers

1 seeking an extension. The Company is supposed to do an accurate calculation of
2 estimated margin and there is no basis to ignore the effects of net metering on such an
3 estimate. The Company was not establishing roadblocks to net metering facilities. It
4 simply followed applicable rules.

5 **Q. Why did the Company decline to allow the Ohio Township Public Library (“OTPL”)**
6 **to increase the size of its photovoltaic (“PV”) system to 11 Kw?**

7 A. Vectren South’s then effective net metering tariff only permitted net metering facilities of
8 10 kW or smaller. Vectren South cannot pick and choose how it serves its customers.
9 At the time OTPL made its application for the larger net metering facility, Vectren South’s
10 tariff did not permit such a facility. It must adhere to the terms of its tariff. In 2011,
11 Vectren South modified its tariff to permit net metering of facilities up to 1 megawatt
12 (“MW”), but prior to 2011 the maximum permissible size was 10 kW.

13 **Q. Was the Company trying to deter Haubstadt Elementary School’s net metering**
14 **project?**

15 A. No. Vectren South’s Commission-approved tariff in effect when this incident took place
16 (five years ago) required net metering customers to interconnect with single phase
17 service. The school had three phase service and did not qualify for interconnection
18 under the tariff without extending single phase service. An inquiry was made with the
19 Commission and it determined that changes were necessary to Vectren South’s tariff.
20 Vectren South promptly modified its tariff and interconnected the School’s net metering
21 facility. The Company now permits customers served by three phase service to
22 participate in net metering.

1 **IV. Net Metering Challenges**

2 **Q. Has Vectren South experienced any challenges in interconnecting customer**
3 **generation facilities?**

4 A. Yes. The Company has experienced complexities with customers and the process of
5 interconnection, incomplete applications and difficulties getting required insurance
6 documentation. The Company has also faced challenges communicating with
7 developers such as Morton Solar that the customer generator facilities cannot be made
8 operational until approved by the Company. Vectren South will continue to provide end
9 use customers with instructive information on the requirements for safe and reliable
10 installation of net metering products. The collaborative efforts and communication
11 between Vectren South and potential installers such as Morton Solar is vital to
12 successful and timely installation.

13 **Q. Discuss the concerns with Morton Solar installing facilities before the application**
14 **process is complete?**

15 A. Vectren South's main concern is the safety of its employees and customers. Improper
16 installation or lack of knowledge regarding a net metering installation could place
17 employees who work with infrastructure at risk of injury. Additionally, proper approval
18 process including confirmation of transformation, impact on distribution service and
19 disconnect infrastructure ensure customers are receiving safe and reliable service.
20 Confirmation of consumer insurance sign off is equally important for all parties working
21 with Company and customer properties.

22 **V. Interconnection Agreements**

23 **Q. Is Mr. Morton correct that Vectren South did not return fully executed**
24 **interconnection agreements to customers?**

1 A. No. Vectren South has long had procedures in place to return executed copies of
2 interconnection agreements to customers as a matter of course. Once the Company
3 sets the bidirectional meter, a copy of the fully executed interconnection agreement is
4 returned to the customer.

5 **Q. If it was Vectren South's policy to return executed agreements to customers, why**
6 **have several customer signed sworn affidavits in this proceeding contending they**
7 **never received a signed interconnection agreement?**

8 A. Morton Solar itself acknowledges that the net metering/interconnection terminology has
9 generally been confusing to the customers who may not be able to distinguish between
10 an interconnection application and an agreement. Respondent's Exhibit TLB-5.
11 Perhaps the customers did not understand what the agreements were or misplaced
12 them. Mr. Morton occasionally misplaced agreements himself. For example, Vectren
13 South provided Mr. Morton a copy of Tony Kohut's agreement on May 17, 2011.
14 Respondent's Exhibit TLB-6. Mr. Morton requested a second copy of Mr. Kohut's
15 interconnection agreement on January 10, 2013. Respondent's Exhibit TLB-7. Vectren
16 South has also sent Mr. Morton multiple copies of the interconnection agreement for
17 Chandra Banner. Vectren South witness Schapker testifies that she originally sent Mr.
18 Morton a copy of Ms. Banner's interconnection agreement on July 8, 2011, but was
19 requested to send a second copy on May 2, 2013.

20 **Q. Is there any evidence that other customers received copies of their**
21 **interconnection agreements?**

22 A. Yes. Morton Solar obtained copies of the fully executed interconnection agreements for
23 Jeff Osborne, Gary Schultheis, Donald Scott, Pamela Shelter, Ted Stransky, Stephen
24 Zehr and Rolland Zelerino from the customers. See Respondent's Exhibit TLB-8. The

1 fact that these customers had copies of their interconnection agreements substantiates
2 Vectren South's practice of forwarding signed agreements to customers.

3 **Q. Did Vectren South initially state in discovery that it did not have a practice of**
4 **returning fully executed agreements to customers?**

5 A. Yes. The initial discovery response resulted from a misinterpretation. In preparing this
6 testimony the Company became aware of the erroneous response and updated its
7 discovery responses. A copy of the updated discovery response is attached to my
8 testimony as Respondent's Exhibit TLB-9.

9 **Q. Is it possible that either Vectren South failed to send interconnection agreements**
10 **to particular customers or that the agreements got lost in the mail?**

11 A. Vectren South did not send the signed interconnection agreements by certified mail
12 return receipt requested or by another delivery mechanism with tracking, so I have no
13 way of confirming every interconnection agreement was received by the customer. Even
14 if the customer did not receive the fully executed interconnection agreement from
15 Vectren South, the Company is not the cause for the inability of these customers to
16 register to sell SRECs. Had Morton Solar or the customers contacted Vectren South
17 requesting copies of the executed interconnection agreements, the Company would
18 have provided such copies. Every time Morton Solar or a customer requested a copy of
19 an agreement, the Company provided it to them.

20 **Q. Mr. Morton contends that he had to make numerous phone calls and involve the**
21 **media to get copies of fully executed interconnection agreements. Were**
22 **numerous phone calls and media involvement required for the Company to**
23 **provide fully executed interconnection agreements?**

1 A. No. The Company consistently worked to get copies of interconnection agreements to
2 customers promptly upon request. Prior to 2013, Mr. Morton's requests for
3 interconnection agreements were handled quickly. For example, one was sent the same
4 day as the request (Nick Davidson), another was sent once the interconnection was
5 finalized (Tony Kohut) and the final agreement was sent the same day Mr. Morton sent
6 his first reminder (Andy Davidson). Respondent's Exhibits TLB-6, -7 and -10. Mr.
7 Morton requested seventeen agreements in the first five months of 2013. The majority
8 of these (11) were requested for the first time on May 2, 2013 and Mr. Morton was
9 provided copies on May 6, 2013—four days after his request. There were five requests
10 for executed interconnection agreements in 2013 where Mr. Morton had to make follow-
11 up inquiries before receiving the agreements and in the majority of those cases the
12 Company provided the agreements in four days or less after the second request. In
13 general, Vectren South was very prompt in providing requested copies of
14 interconnection agreements.

15 Several of Mr. Morton's contentions about his efforts to obtain agreements are
16 inaccurate. Mr. Morton falsely claims that he got no response to a March 6, 2013 email
17 to Mr. Schapker asking for agreements. Petitioner's Exhibit A, p. 11. Petitioner's Exhibit
18 BM-14 contradicts his assertion and demonstrates that Ms. Schapker provided the
19 agreements 7 days later and resent those three agreements a second time on April 5,
20 2013. Mr. Morton then contends he was "tired of trying to swim upstream with Vectren
21 South and filed a complaint with the Consumer Affairs Division on April 11, 2013—six
22 days after Ms. Schapker had resent three of the requested interconnection agreements.
23 Mr. Morton's May 2, 2013 request for twelve agreements came after he contacted the
24 media on May 1, 2013. Petitioner's Exhibit A, p. 11. The majority of the requested

1 agreements had not been previously requested. It was Mr. Morton's request, not the
2 media stories, that prompted Vectren South to respond to Mr. Morton.

3 **Q. Did Mr. Morton regularly request interconnection agreements prior to 2013?**

4 A. No. Vectren South has some records of Mr. Morton making requests for interconnection
5 agreements prior to 2013, including requests for the agreements of Nick Davidson, Andy
6 Davidson and Tony Kohut. Ms. Schapker testifies to other requests that Vectren South
7 promptly responded to. Morton Solar contends in discovery that it made other requests
8 by telephone calls and through an employee named Kevin Hobgood which he implies
9 the Company did not respond to. Respondent's Exhibit TLB-11. Ms. Schapker, who Mr.
10 Morton regularly dealt with, has no memory of dealing with Mr. Hobgood and has no
11 records of any emails from a Kevin Hobgood requesting copies of interconnection
12 agreements. Mr. Morton also contends that he requested copies of agreements for the
13 Chrisney Library and VPS Architecture in December 2010 or January 2011 with Mr.
14 Schapker that were ignored. She does not remember these requests. Any contention
15 that Vectren South failed to provide interconnection agreements Mr. Morton allegedly
16 verbally requested in 2010 and 2011 is difficult to square with the email exchange
17 demonstrating Vectren South's willingness to provide copies of Messrs. Kohut's,
18 Davidson's and Davidson's agreements.

19 **Q. Were there any changes in the SREC procedures in 2013 that might have
20 prompted Mr. Morton's renewed interest in registering customers?**

21 A. The Public Utilities Commission of Ohio ("PUCO") stopped allowing SRECs to be
22 created from power generated prior to the date of application for state certification
23 beginning on January 1, 2013. Respondent's Exhibit TLB-12. This would mean that
24 SREC registration applications would need to be submitted as soon as possible for all
25 systems or some SREC opportunity will be lost.

1 **Q. Do you believe Vectren South is responsible for Morton Solar’s customers delay**
2 **in registering SRECs until 2013?**

3 A. No. Vectren South consistently provided copies of interconnection agreements
4 requested by customers or Morton Solar. .In some instances follow-up requests were
5 required, but the number of times Vectren South responded promptly to the first request
6 demonstrates that it was not the Company’s intention to delay customer participation. In
7 some instances, customers delayed registering until 2013 notwithstanding Vectren
8 South’s provision of agreements much earlier. For example, Mr. Kohut did not begin
9 selling SRECs in the Ohio market until January 21, 2013. Respondent’s Exhibit TLB-8.
10 Vectren South, however, can establish through emails that it provided a copy of Mr.
11 Kohut’s executed interconnection agreement to Mr. Morton on May 17, 2011.
12 Respondent’s Exhibit TLB-6. I would also note that Morton Solar’s agreements with its
13 customers make no mention of responsibility for registering the customer to sell SRECs.
14 Confidential Respondent’s Exhibit TLB-13. Consequently, Morton Solar did not obligate
15 itself to register customers for SRECs. Neither Morton Solar nor the intervening
16 customers have established that they took steps to start the registration process.
17 Morton Solar contends that it sent emails to customers during December 2010 to
18 January 2011 to get them qualified for SRECs and provided a sample email, which is
19 attached here to as Respondent’s Exhibit TLB-14. The email states “with your approval,
20 I will start the qualification process.” This indicates the customer had to affirmatively
21 contact Morton Solar for the process to begin. Neither Morton Solar nor the customers
22 have presented testimony that they granted approval to start this process. Vectren
23 South was not responsible for the delays in registering customers.

24 **VI. Vectren South Has Not Interfered with**
25 **Morton Solar’s Business Relationships**

26 **Q. Has Vectren South interfered with Morton Solar’s business relationships?**

1 A. No. The Company has taken no action to interfere with Morton Solar's business.
2 Notwithstanding Mr. Morton's attempts to portray the Company as unhelpful in his
3 requests, the exhibits he attaches to his testimony and our testimony demonstrate that
4 the Company responded to his requests for information, communicated politely and
5 worked to provide the information required. Vectren South has no motive to interfere
6 with Morton Solar's business. The Net Metering Rules and the Company's tariff
7 expressly permit customers to net meter. The Company does not care whether Morton
8 Solar or another installer is working on behalf of customers that want to install net
9 metering facilities. Vectren South has no interest to advance by interfering in Morton
10 Solar's business. Customers who are interested in installing net-metering facilities are
11 free to use whatever installer they choose. The Company has taken no action to direct
12 customers to an installer other than Morton Solar. Mr. Morton's primary complaint is that
13 he had to send a few emails and make a few phone calls to Vectren South to obtain
14 executed interconnection agreements. It is hard to imagine the time spent making these
15 calls or drafting these emails materially impaired Mr. Morton's efforts in advancing his
16 business. At best, they can be characterized as necessary components of operating Mr.
17 Morton's business.

18 VII. Net Metering Policy Issues

19 **Q. Does Vectren South believe a broad investigation into the Interconnection Rules**
20 **or net-metering is warranted?**

21 A. No. The existing rules are working well. Morton Solar has not alleged any specific
22 problems with the Interconnection Rule that needs to be evaluated.

23 **Q. Does Vectren South agree that Indiana should increase customer participation in**
24 **net metering programs?**

1 A. Vectren South has been supportive of net metering and recommends that the current
2 rules remain in place without further revisions. The current structure for net-metering
3 already provides incentives to net-metering customers to encourage participation.
4 Vectren South is not advocating for changes to the current structure. However, the
5 Commission and utilities within the state of Indiana should work collaboratively to
6 evaluate net metering and the impact to all customers. The technology and adoption is
7 rapidly increasing which could lead to increased costs placed on non-participating
8 customers in the long run.

9 **Q. Do the customer complaint allegations made in this proceeding reveal a need for**
10 **further investigation and action by the Commission on a broader level?**

11 A. No. Morton Solar raises no issues about the existing Interconnection Rule or Net
12 Metering Rules. Morton Solar's primary contention, that Vectren South delayed
13 customers' ability to sell SRECs by failing to provide signed interconnection agreements,
14 is without merit. Vectren South does return fully executed interconnection agreements
15 to customers and in many instances Vectren South can establish that customers were
16 provided with agreements. The Company is now following the Interconnection Rule
17 more closely because it resolves some of the problems that arose with Morton Solar.
18 Morton Solar's alleged roadblocks to net metering have already been resolved, never
19 existed in the first place or are in place to balance net-metering customers' interests with
20 the interest of other customers.

21 **VIII. Conclusion**

22 **Q. Does this conclude your prepared direct testimony?**

23 A. Yes, at this time.

VERIFICATION

The undersigned, Thomas L. Bailey, affirms under the penalties of perjury that the answers in the foregoing Direct Testimony in Cause No. 44344 are true to the best of his knowledge, information and belief.


Thomas L. Bailey



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RESIDENTIAL

BUSINESS

SAVE ENERGY

PUBLIC SAFETY

CORPORATE

COMMUNITY

MANAGE MY ACCOUNT

Vectren > Residential Customers > Rates & Regulatory > **Customer Owned Generation**

Create Online Account

Billing & Payment

Mobile

Live Chat

Service Request

Assistance Programs

Outage Center

Ohio Choice & SCO

Choose Natural Gas

Natural Gas Vehicles

Rates & Regulatory

Information

Rates & Tariffs

Regulatory Information

Meters

Customer-Owned Generation

Electric Demand Response

Customer Information

Customer-Owned Generation

Through a program called net metering, residential, small business and industrial customers can generate their own electricity, up to 1 megawatt, to supplement the supply they get from Vectren.

When a net metering customer's renewable generator is producing more power than is being consumed, the customer essentially generates credits toward the bill. When a net metering customer uses more power than is being produced, the meter records the usage in the standard fashion. Net metering customers are charged only for the "net" power that they consume from Vectren that has accumulated over a designated period or, if their renewable energy-generating systems make more electricity than is consumed, they may be credited for the excess electricity contributed to the grid over that same period.

Connecting to Vectren's Grid

There are a few key steps you must complete to begin the interconnection process, including a formal application, signing an interconnection agreement, a site drawing and an inspection.

- [Customer checklist for establishing Customer-Owned Generation](#)
- [Energy Delivery interconnection guidelines for Customer-Owned Generation](#)

See the links below to access the application and interconnection agreement forms for Vectren's electric distribution system.

- [Application for interconnection for generation that is 10 kW \(kilowatts\) or smaller](#)
- [Interconnection agreement for generation that is 10 kW or smaller](#)
- [Application for interconnection for generation that is greater than 10 kW](#)
- [Interconnection agreement for generation that is greater than 10 kW](#)

[Contact us online](#) or at 1-800-227-1376 (Option 6) to learn more or to get the process started.

Generating Options

Wind - Most wind energy technologies can be used as stand-alone applications, connected to a utility power grid or even combined with a photovoltaic system. [Click here](#) to learn more.

Solar - Solar power is most commonly produced when photovoltaic (PV) systems convert sunlight into electricity. Roof panels are a popular choice. [Click here](#) to learn more.

Other options - Includes options such as biomass, hydropower and hybrid systems. [Click here](#) to learn more.

Residential

Create Online Account
 Billing & Payment
 Mobile
 Live Chat
 Service Request
 Assistance Programs
 Outage Center
 Ohio Choice & SCO
 Choose Natural Gas
 Natural Gas Vehicles
 Rates & Regulatory Information
 Customer Information

Business

Create Online Account
 Billing & Payment
 Mobile
 Live Chat
 Service Request
 Landlords
 Outage Center
 Ohio Choice & SCO
 Choose Natural Gas
 Natural Gas Vehicles
 Rates & Regulatory Information
 Gas Transportation

Save Energy

Residential Rebates & Incentives
 Business Rebates & Incentives
 Energy Efficiency Tips
 Online Energy Audit
 Home Weatherization
 Request a Speaker
 Tools & Resources
 Energy Saver Profiles

Public Safety

Natural Gas Safety
 Call Before You Dig
 Pipeline Safety
 Electric Safety
 Outage Center
 Report Energy Theft
 Safety Education & Training

Corporate

Careers
 Newsroom
 About Vectren
 Investors
 Corporate Governance
 Diversity
 Economic Development
 Corporate Sustainability
 Environmental Stewardship
 Policies

Community

Vectren Foundation
 Share the Warmth
 Corporate Sustainability
 Environmental Stewardship
 Safety Education & Training
 Request a Speaker



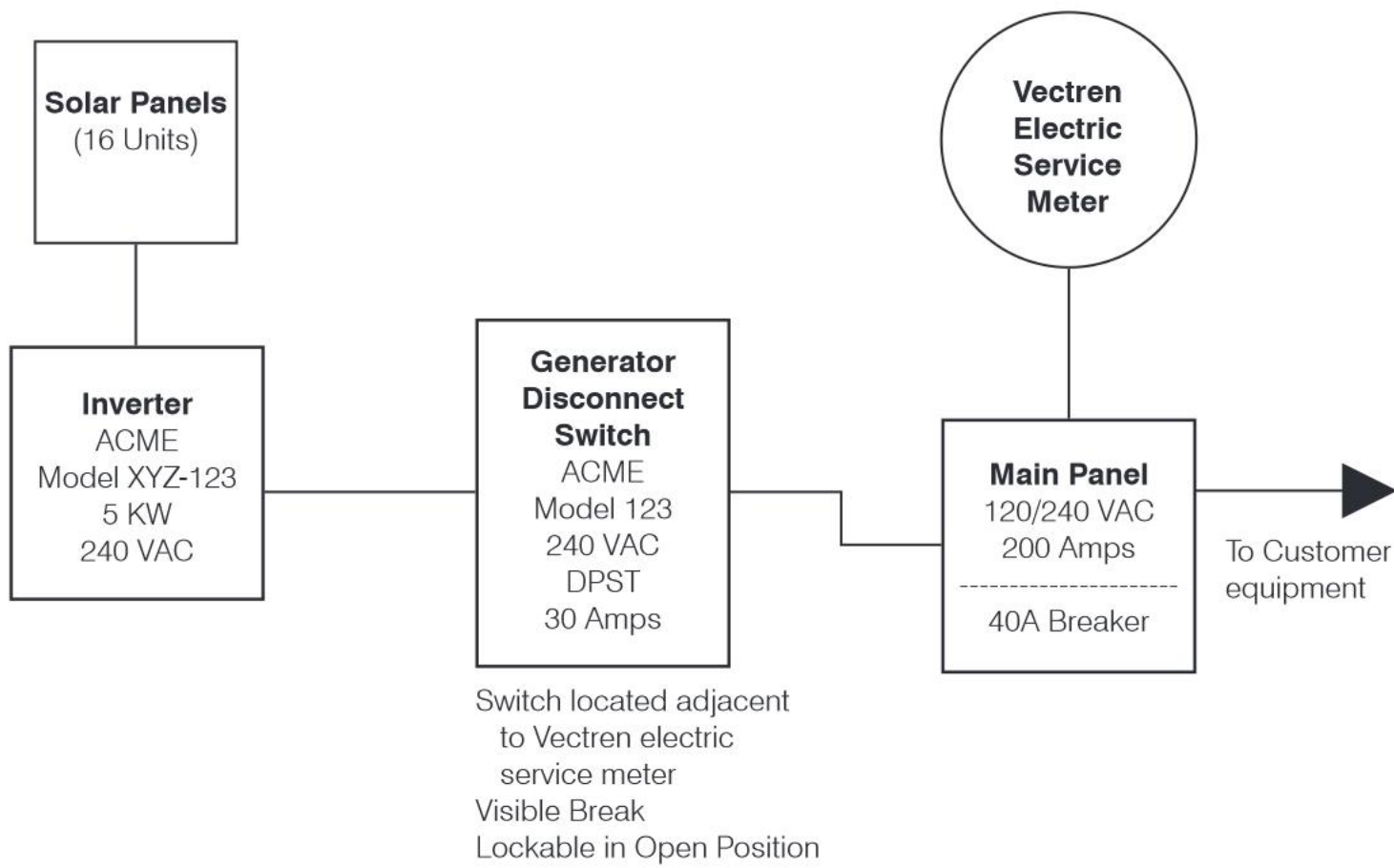


Customer-Owned Generation (Net Metering) Customer Checklist

Revised: June 2013

- 1. Prior to purchase or installation, provide a fully completed application for interconnection, including a one-line drawing of the proposed interconnection, equipment specifications and equipment certification of compliance with UL1741 and/or IEEE 1547, as applicable.
- 2. One-line drawing must include Vectren metering and its interconnection with the generator/inverter system. Please show panel ratings and switch ratings.
- 3. Interconnection agreement must be fully complete and signed before interconnecting the generating equipment with Vectren.
- 4. Insurance requirements must be met per 170 IAC 4-4.2-8.
- 5. A generator disconnect switch must be provided by the Customer. Switch must have a visible open gap when in the open position and be capable of being locked in the open position.
- 6. Generator disconnect switch must be rated properly for its application, suitable for outdoor use (if applicable) and labeled "GENERATOR DISCONNECT".
- 7. Generator disconnect switch must be located at the point of common coupling (adjacent to utility meter) for all interconnections and must be accessible to Vectren personnel at all times.
- 8. If multi-phase interconnection, a gang-operated switch must be used.
- 9. Total of inverter/generator ratings must be 1000 kW or smaller.
- 10. Generator/inverter must be owned and operated by Customer and located on Customer's property.
- 11. Customer's generator/inverter system must be intended primarily to offset part or all of Customer's requirements for electricity.
- 12. The generator system must operate in parallel with the Company's distribution facilities.
- 13. Field inspection, review and approval must be completed by appropriate Vectren personnel prior to net meter installation.
- 14. Customer is responsible to ensure its facilities meet NEC, NESC and any other applicable code requirements.
- 15. Customer is responsible to obtain electric inspection from local authority prior to interconnection (not required in all localities).

Sample One-Line Drawing



Standard Responses For Customer-Generator Facility Interconnection Agreement Applications

Level 1 Interconnection Applications

Receipt of initial application:

Thank you for your application to interconnect an electric generator to Vectren's electric distribution system. Vectren will process this application in accordance with regulations adopted by the Indiana Utility Regulatory Commission. First, Vectren will evaluate whether the application is complete and notify you that your application is complete within ten (10) business days. If an application is incomplete, you or your contractor will need to submit a completed application. Vectren will send notification to you regarding the completeness of the application.

Once a complete application is received, Vectren will review the application to confirm it qualifies for a Level 1 interconnection. Vectren will notify you and your contractor that the project qualifies for a Level 1 application within fifteen (15) business days of sending notice that the application is complete.

Ten (10) business days after Vectren notifies you that your application qualifies for a Level 1 interconnection, Vectren will send you an interconnection agreement executed by Vectren and provide notice that Vectren intends to inspect the interconnection. To finalize interconnection of the generator facility, you must execute the interconnection agreement and return it to Vectren ten (10) business days before the generating facility will begin operation. You must identify the anticipated start date of the generating facility when returning the interconnection agreement. The original, executed interconnection agreement needs to be returned to Vectren. You are encouraged to make a copy of the fully executed interconnection agreement before returning the agreement to Vectren.

Vectren encourages you to initiate the interconnection application process as soon as possible. Initiating the application before installation of the generating facilities begins will make it easier to identify design issues that do not comply with applicable requirements.

Customer-generator facilities may not begin operation until the interconnection process is complete and until proof of the insurance of at least one hundred thousand dollars (\$100,000) for the liability of the insured against loss arising out of the use of the facility is provided to Vectren. Initiating operation before completion of the interconnection process jeopardizes the safety of Vectren line workers and may result in your disconnection.

Application Complete/Incomplete:

Vectren received your application to interconnect a generating facility at **[insert address]** on _____ . The application is incomplete. Specifically, the application does not include _____ . Please resubmit this application with the omitted information.

Vectren received your application to interconnect a generating facility at [insert address] on _____. Vectren has determined that application is complete. This is not an approval for interconnection or operation. Vectren will review the application to confirm it qualifies and meets the criteria as a Level 1 review. Vectren will notify you by _____[15 business days from date of notice]_____ - whether the application qualifies for a Level 1 application.

Level 1 Qualification:

Vectren has reviewed the interconnection application to interconnect a generating facility at [insert address] to determine if it qualifies for a Level 1 review. This review has concluded that the application does not qualify for a Level 1 review because the application does not comply with 170 IAC 4-4.3-6____. The application is denied. The Customer may resubmit this application under a Level 2 review or redesign the system to address its failure to qualify for a Level 1 review.

Vectren has reviewed the interconnection application to interconnect a generating facility at [insert address] and determined it qualifies and meets the criteria for a Level 1 review. This is not an approval for interconnection or operation. Vectren will forward an executed interconnection agreement to you within the next ten (10) business days for your execution and return to Vectren.

Vectren will require inspection of the customer-generator disconnect switch for compliance with Vectren Net Meter requirements and the facility shall not begin operating until completion of this inspection, receipt of the fully executed interconnection agreement by Vectren per 170 IAC Rule 4.3, an electrical inspection and approval by the electric code officials, and a Vectren electric meter capable of net metering (bidirectional) is set by Vectren.

Interconnection Agreement Application:

Enclosed please find an interconnection agreement to interconnect a generating facility at [insert address]. Vectren has executed this interconnection agreement. Upon your review, please execute the agreement, make any copies for your records, and return the executed interconnection agreement to Vectren. The agreement must be returned to Vectren ten (10) business days before starting operation of the generator facilities. **Vectren will require inspection of the interconnection before operation of the facility.** Please use the attached form to indicate the anticipated start date of the generating facility.

Customer-generator facilities may not begin operation until the interconnection process is complete and until proof of the insurance of at least one hundred thousand dollars (\$100,000) for the liability of the insured against loss arising out of the use of the facility is provided to Vectren. Initiating operation before completion of the interconnection process jeopardizes the safety of Vectren line workers and may result in your disconnection.

Level 2 Interconnection Applications

Receipt of initial application:

Thank you for your application to interconnect an electric generator to Vectren's electric distribution system. Vectren will process this application in accordance with regulations adopted by the Indiana Utility Regulatory Commission. First, Vectren will evaluate whether the application is complete and notify you that your application is complete within ten (10) business days. If an application is incomplete, you or your contractor will need to submit a completed application. Vectren will send notification to you regarding the completeness of the application

Once a complete application is received, Vectren will review the application to confirm it qualifies for a Level 2 interconnection. Vectren will notify you and your contractor whether the project qualifies and meets the criteria for a Level 2 application within fifteen (15) business days of sending notice that the application is complete. A Level 2 interconnection may require additional analysis to confirm the interconnection can proceed consistent with safety, reliability, and power quality. The customer will be responsible for the cost of such additional analysis which may include engineering analysis and other costs. You will be provided an estimate of the cost of any such analysis and must agree to incur such costs before Vectren commences work.

Ten (10) business days after Vectren notifies you that your application qualifies and meets the criteria for a Level 2 interconnection, Vectren will send you an interconnection agreement executed by Vectren and provide notice that Vectren intends to inspect the interconnection and witness certain tests. To finalize interconnection of the generator facility, you must execute the interconnection agreement and return it to Vectren ten (10) business days before the generating facility will begin operation. You must identify the anticipated start date of the generating facility when returning the interconnection agreement. The original, executed interconnection agreement needs to be returned to Vectren. You are encouraged to make a copy of the fully executed interconnection agreement before returning the agreement to Vectren.

Vectren encourages you to initiate the interconnection application process as soon as possible. Initiating the application before installation of the generating facilities begins will make it easier to identify design issues that do not comply with applicable requirements. Identifying such problems early may allow a redesign of the system to address identified issues.

Customer-generator facilities may not begin operation until the interconnection process is complete and until proof of the insurance of at least one hundred thousand dollars (\$100,000) for the liability of the insured against loss arising out of the use of the facility is provided to Vectren. Initiating operation before completion of the interconnection process jeopardizes the safety of Vectren line workers and may result in your disconnection.

Application Complete/Incomplete:

Vectren received your application to interconnection a generating facility at **[insert address]** on _____. The application is incomplete. Specifically, the application does not include

_____. Please resubmit this application with the omitted information.

Vectren received your application to interconnect a generating facility at **[insert address]** on _____. Vectren has determined that application is complete. This is not an approval for interconnection or operation. Vectren will review the application to confirm it qualifies as a Level 2 review. Vectren will notify you by _____[15 business days from date of notice]_____ whether the application qualifies and meets the criteria for a Level 2 application.

Level 2 Qualification:

Option 1—Denial:

Vectren has reviewed the interconnection application to interconnect a generating facility at **[insert address]** to determine if it qualifies for a Level 2 review. This review has concluded that the application does not qualify for a Level 2 review because the application does not comply with 170 IAC 4-4.3-7____. Additional review will not allow the generator facility to be interconnected consistent with safety, reliability, and power quality. The application is denied. The Customer may resubmit this application under a Level 3 review.

Option 2—Approval:

Vectren has reviewed the interconnection application to interconnect a generating facility at **[insert address]** and determined it qualifies and meets the criteria for a Level 2 review. This is not an approval for interconnection or operation. Vectren will forward an executed interconnection agreement to you within the next ten (10) business days for your execution and return to Vectren.

Vectren will require inspection of the customer-generator disconnect switch for compliance with Vectren Net Meter requirements and the facility shall not begin operating until completion of this inspection, receipt of the fully executed interconnection agreement by Vectren per 170 IAC Rule 4.3, an electrical inspection and approval by the electric code officials, and a Vectren electric meter capable of net metering (bidirectional) is set by Vectren.

Option 3—Further Analysis Required:

Vectren has reviewed the interconnection application to interconnect a generating facility at **[insert address]** to determine if it qualifies for a Level 2 review. This review has concluded that the application does not qualify for a Level 2 review because the application does not comply with 170 IAC 4-4.3-7____. Additional review may allow the generator facility to be interconnected consistent with safety, reliability, and power quality. Vectren is willing to undertake additional review to determine if minor modifications to Vectren's electric distribution system would enable the interconnection to be made. You will be responsible for paying Vectren for the analysis it performs (consisting primarily of engineering time billed on an hourly basis at \$100 an hour) plus any costs of upgrades to Vectren's distribution system. We estimate

the cost of our analysis and the modifications to the electric grid to be \$_____. This is a good faith estimate. The actual cost may be higher or lower depending on the results of the analysis. If you wish for Vectren to undertake this analysis, please deliver to Vectren a deposit of \$____. Vectren will apply this credit towards the costs of the analysis.

Interconnection Agreement Application:

Enclosed please find an interconnection agreement to interconnect a generating facility at [**insert address**]. Vectren has executed this interconnection agreement. Upon your review, please execute the agreement, make any copies for your records, and return the executed interconnection agreement to Vectren. The agreement must be returned to Vectren ten (10) business days before starting operation of the generator facilities. **Vectren will require inspection of the interconnection before operation of the facility and witness of commissioning tests as set forth in IEEE 1547, Standard for Interconnecting Distributed Resources with Electric Power Systems.** Please use the attached form to indicate the anticipated start date of the generating facility.

Customer Notice Of Generator Start Date

_____ notifies Vectren that it expects to commence operation of a generator
at _____ on _____.

**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)**

**RESPONSE TO VECTREN ENERGY'S
2ND SET OF DATA REQUESTS TO
MORTON SOLAR & WIND, LLC**

Morton Solar & Wind, LLC (“the Complainant”), by and through its legal counsel, responds to the first set of data requests from Vectren Energy as follows:

NOTES AND GENERAL OBJECTIONS RE ALL DOCUMENT REQUESTS

1. The responses provided to this discovery request have been prepared pursuant to a reasonable and diligent investigation and search for the requested information. The Complainant is a limited liability company, with limited administrative and support staff who are responsible for its administration and day-to-day operations. The limited number of administrative and support staff limits its ability to locate quickly “all” documents relevant to particular issues.

Accordingly, the Complainant cannot and does not represent that responses to the Requests provide every possible piece of information that exists in any form; rather, the responses reflect the information obtained up to this date by it and its consultants pursuant to a reasonable and diligent search of the documents and records available to these representatives. In this posture, the Complainant has made a diligent effort to locate and identify all documents responsive to the Requests directed to it within the applicable discovery rules. To the extent that

the Requests purport to require more than this reasonable and diligent search and investigation, the Complainant objects on the grounds that such a search would represent an undue burden and/or unreasonable expense.

2. The Complainant objects to the Requests to the extent that they seek documents or information which, in whole or in part, request, offer, represent, or relate to counsel's legal advice, legal conclusions or mental impressions about the case, including counsel's legal theories and expectations or preparations for litigation, since these are protected by attorney-client and attorney work-product privileges, and are not discoverable. The Complainant objects to the Requests to the extent the term "all documents" includes items that contain matter privileged under the attorney-client and attorney work-product privileges. However, subject to mutual agreement with counsel for Vectren Energy, counsel for the Complainant will, on a reciprocal basis, prepare and provide a privilege log.

3. The Complainant objects to the Requests to the extent they exceed the scope and methods of discovery allowed under Trial Rule 226(B). The Complainant further reserves its right under Trial Rule 26(B) to seek compensation for expert fees and costs associated with complying with the Requests.

4. The Complainant objects to the Requests as unreasonably cumulative or duplicative to the extent the information is obtainable from some other source that is more convenient, less burdensome, or less expensive including but not limited to testimony previously filed or to be filed in this cause.

5. The Complainant objects to the Requests to the extent they are unduly burdensome, oppressive, and calculated to take the Complainant, and its staff, away from normal work activities, require them to spend hours reviewing organizational records in order to answer

said Requests, and require them to expend significant resources to provide complete and accurate answers to Vectren Energy's discovery requests to generate material that, even if relevant, is of marginal value and can be obtained more easily through other means.

6. The Complainant objects to the Requests to the extent they seek documents and/or information which are neither relevant nor material to the subject matter of this litigation, nor reasonably calculated to lead to the discovery of relevant or admissible evidence, especially, but not exclusively, because they seek information outside the scope of this proceeding.

7. The Complainant objects to the Requests to the extent that they seek analysis, calculations, or compilations which have not already been performed and which the Complainant objects to performing.

8. The Complainant objects to the Requests to the extent that they are vague and ambiguous and provide no reasonable basis from which the Complainant can determine what information is being sought.

9. The Complainant objects to the Requests to the extent they request or direct supplementation except to the extent required by Ind. Tr. R. 26(E).

10. The Complainant objects to the Requests for the additional, specific individual grounds identified immediately before each Response.

Respectfully submitted,

/s/ J. David Agnew
J. David Agnew
Attorney for Complainant
LORCH NAVILLE WARD LLC
506 State Street
P.O. Box 1343
New Albany, IN 47151-1343
Telephone: 812.949.1000
Fax: 812.949.3773
Email: dagnew@lnwlegal.com

DATA REQUESTS

Request No. 2-3 Mr. Morton alleges at page 5, lines 19-30 that Vectren orally demanded Dr. Stransky purchase a new transformer. Please identify the Vectren employee or agent who Mr. Morton contends made this oral demand and the identity of the person receiving this communication.

Response:

Conversations took place between Brad Morton and Ryan Snyder, and between Brad Morton and Fred Frederick, Vectren Engineering Manager. It was Mr. Morton's interpretation from these conversations that Vectren would require installation of an additional transformer and that the existing 50KVA unit would not be large enough for the 25KVA photovoltaic system pending a Vectren 'study' of the situation.

For additional information, see the attached email communications.

**STATE OF INDIANA
INDIANA UTILITY REGULATORY COMMISSION**

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**RESPONSE TO VECTREN ENERGY'S
2ND SET OF DATA REQUESTS TO
MORTON SOLAR & WIND, LLC**

Morton Solar & Wind, LLC (“the Complainant”), by and through its legal counsel, responds to the first set of data requests from Vectren Energy as follows:

NOTES AND GENERAL OBJECTIONS RE ALL DOCUMENT REQUESTS

1. The responses provided to this discovery request have been prepared pursuant to a reasonable and diligent investigation and search for the requested information. The Complainant is a limited liability company, with limited administrative and support staff who are responsible for its administration and day-to-day operations. The limited number of administrative and support staff limits its ability to locate quickly “all” documents relevant to particular issues.

Accordingly, the Complainant cannot and does not represent that responses to the Requests provide every possible piece of information that exists in any form; rather, the responses reflect the information obtained up to this date by it and its consultants pursuant to a reasonable and diligent search of the documents and records available to these representatives. In this posture, the Complainant has made a diligent effort to locate and identify all documents responsive to the Requests directed to it within the applicable discovery rules. To the extent that

the Requests purport to require more than this reasonable and diligent search and investigation, the Complainant objects on the grounds that such a search would represent an undue burden and/or unreasonable expense.

2. The Complainant objects to the Requests to the extent that they seek documents or information which, in whole or in part, request, offer, represent, or relate to counsel's legal advice, legal conclusions or mental impressions about the case, including counsel's legal theories and expectations or preparations for litigation, since these are protected by attorney-client and attorney work-product privileges, and are not discoverable. The Complainant objects to the Requests to the extent the term "all documents" includes items that contain matter privileged under the attorney-client and attorney work-product privileges. However, subject to mutual agreement with counsel for Vectren Energy, counsel for the Complainant will, on a reciprocal basis, prepare and provide a privilege log.

3. The Complainant objects to the Requests to the extent they exceed the scope and methods of discovery allowed under Trial Rule 226(B). The Complainant further reserves its right under Trial Rule 26(B) to seek compensation for expert fees and costs associated with complying with the Requests.

4. The Complainant objects to the Requests as unreasonably cumulative or duplicative to the extent the information is obtainable from some other source that is more convenient, less burdensome, or less expensive including but not limited to testimony previously filed or to be filed in this cause.

5. The Complainant objects to the Requests to the extent they are unduly burdensome, oppressive, and calculated to take the Complainant, and its staff, away from normal work activities, require them to spend hours reviewing organizational records in order to answer

said Requests, and require them to expend significant resources to provide complete and accurate answers to Vectren Energy's discovery requests to generate material that, even if relevant, is of marginal value and can be obtained more easily through other means.

6. The Complainant objects to the Requests to the extent they seek documents and/or information which are neither relevant nor material to the subject matter of this litigation, nor reasonably calculated to lead to the discovery of relevant or admissible evidence, especially, but not exclusively, because they seek information outside the scope of this proceeding.

7. The Complainant objects to the Requests to the extent that they seek analysis, calculations, or compilations which have not already been performed and which the Complainant objects to performing.

8. The Complainant objects to the Requests to the extent that they are vague and ambiguous and provide no reasonable basis from which the Complainant can determine what information is being sought.

9. The Complainant objects to the Requests to the extent they request or direct supplementation except to the extent required by Ind. Tr. R. 26(E).

10. The Complainant objects to the Requests for the additional, specific individual grounds identified immediately before each Response.

Respectfully submitted,

/s/ J. David Agnew
J. David Agnew
Attorney for Complainant
LORCH NAVILLE WARD LLC
506 State Street
P.O. Box 1343
New Albany, IN 47151-1343
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Fax: 812.949.3773
Email: dagnew@lnwlegal.com

DATA REQUESTS

Request No. 2-1 Mr. Morton alleges at page 3, line 30, that “Vectren refused to install a bidirectional meter.” With regard to this statement, please respond to the following requests:

- (a) Produce all documents that form the basis for Mr. Morton’s allegation that Vectren refused to install a bidirectional meter;
- (b) Describe any communications from Vectren in which Vectren refused to install a bidirectional meter, identifying (1) the Vectren employee or agent who made the statement, (2) the person who received the communication from Vectren, (3) the date of the communication, and (4) a summary of the conversation;
- (c) Identify the date on which Mr. Polk or a representative of Morton Solar informed Vectren that the wind turbine installation was complete; and
- (d) Describe any communication and produce any documents exchanged with Vectren regarding Mr. Polk’s proof of insurance.

Response:

(a) Morton Solar submitted interconnection agreement on 7/22/08 via facsimile addressed to Ann-Marie Dougan. That fax, including the interconnection agreement, should already be in Vectren’s possession. Morton Solar was not informed by Vectren this application was incomplete or that any additional information was needed. If Morton Solar would have been aware of this, the company would have acquired and expedited the delivery of any required documentation. Morton’s understanding at that time was all interconnection documentation was submitted and complete.

(b-c) The following is a timeline of relevant events:

7/22/08 – Interconnection Application Submitted.

9/12/08 – Wind Turbine Installation completed. Vectren notified via phone call to Ann-Marie Dougan that wind turbine was ready for bi-directional meter.

9/24/08 – Vectren required customer Bill Polk to fill out identical “interconnection application” that was already submitted to Vectren on 7/22/08. Morton Solar was not aware of this, at the time. Customer was required to ‘hand sketch’ the diagram that Morton had already created and submitted electronically. Customers generally do not have the technical knowledge to fill these forms out and thus can be intimidating. (See Vectren Exhibit MS 1-2(a), Page 152 through 163.)

10/1/08 – Morton Solar was not aware of any additional documentation requirements and was still waiting for meter installation. Brad Morton called Larry Ordner, SW Indiana Director for Senator Lugar’s Office, and explained the situation.

10/3/08 – Vectren installed bi-directional meter.

10/8/08 – Morton Solar and the Polk family hosted media event at Polk residence to demonstrate the wind turbine. As a gesture of good faith and intention, Vectren personnel was invited and attended by Doug Pettitt and Ron Keeping. Local Fox 7 News attended along with the Courier & Press. (See attached news documents.)

(d) Vectren did not inform Morton that they were waiting for a proof of insurance. If informed, Morton would have expedited the acquisition of required documents.

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**RESPONSE TO VECTREN ENERGY'S
2ND SET OF DATA REQUESTS TO
MORTON SOLAR & WIND, LLC**

Morton Solar & Wind, LLC (“the Complainant”), by and through its legal counsel, responds to the first set of data requests from Vectren Energy as follows:

NOTES AND GENERAL OBJECTIONS RE ALL DOCUMENT REQUESTS

1. The responses provided to this discovery request have been prepared pursuant to a reasonable and diligent investigation and search for the requested information. The Complainant is a limited liability company, with limited administrative and support staff who are responsible for its administration and day-to-day operations. The limited number of administrative and support staff limits its ability to locate quickly “all” documents relevant to particular issues.

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the Requests purport to require more than this reasonable and diligent search and investigation, the Complainant objects on the grounds that such a search would represent an undue burden and/or unreasonable expense.

2. The Complainant objects to the Requests to the extent that they seek documents or information which, in whole or in part, request, offer, represent, or relate to counsel's legal advice, legal conclusions or mental impressions about the case, including counsel's legal theories and expectations or preparations for litigation, since these are protected by attorney-client and attorney work-product privileges, and are not discoverable. The Complainant objects to the Requests to the extent the term "all documents" includes items that contain matter privileged under the attorney-client and attorney work-product privileges. However, subject to mutual agreement with counsel for Vectren Energy, counsel for the Complainant will, on a reciprocal basis, prepare and provide a privilege log.

3. The Complainant objects to the Requests to the extent they exceed the scope and methods of discovery allowed under Trial Rule 226(B). The Complainant further reserves its right under Trial Rule 26(B) to seek compensation for expert fees and costs associated with complying with the Requests.

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9. The Complainant objects to the Requests to the extent they request or direct supplementation except to the extent required by Ind. Tr. R. 26(E).

10. The Complainant objects to the Requests for the additional, specific individual grounds identified immediately before each Response.

Respectfully submitted,

/s/ J. David Agnew
J. David Agnew
Attorney for Complainant
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Fax: 812.949.3773
Email: dagnew@lnwlegal.com

DATA REQUESTS

Request No. 2-12 Reference page 10, lines 27-28 of Mr. Morton's testimony. Please provide copies of all email from Morton Solar to Vectren requesting copies of interconnection agreements. Identify any emails Mr. Morton believes were sent but for which copies are no longer available and describe the reason why copies are not available.

Response:

In December 2010-January 2011 a verbal request was made to Ann-Marie for VPS Architecture and Chrisney Public Library. From memory, it is not known if a voice message was left in voice mail or direct communication.

A former employee of Morton Solar, Kevin Hobgood was at one point trying to obtain these documents and we no longer have records of his email account. Other emails have already been provided in discovery.

Morton Solar also had conversations with customers about the acquisition of the Interconnection Agreements. However, the terminology has generally been confusing to the customers and therefore they may not have known what to ask for or who to contact to obtain the correct document. For example, customers contacting Vectren about an executed "Interconnection Agreement" may not understand this is different from an "Interconnection Application." This is why it is important that Vectren comply with the rules requiring a utility to **automatically** return the executed interconnection agreement to the customer. Having to request these documents, whether by customer or by Morton Solar, is an unnecessary impediment and delay to the overall process.

J. David Agnew

From: Brad Morton [bmorton@mortonsolar.com]
Sent: Tuesday, May 17, 2011 12:46 PM
To: 'Dougan, 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

NABCEP Certified

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

From: Dougan, Ann-Marie E. [mailto:ADougan@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: Dougan, Ann-Marie E.
Subject: net meter 901 New Harmony Rd

GlobalScan document sent from .

DISCLAIMER:

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

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>]
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.

**STATE OF INDIANA
INDIANA UTILITY REGULATORY COMMISSION**

**IN THE MATTER OF THE APPEAL)
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INDIANA -- SOUTH)**

**RESPONSE TO VECTREN ENERGY'S
3rd SET OF DATA REQUESTS TO
MORTON SOLAR & WIND, LLC**

Morton Solar & Wind, LLC (“the Complainant”), by and through its legal counsel, responds to the third set of data requests from Vectren Energy as follows:

NOTES AND GENERAL OBJECTIONS RE ALL DOCUMENT REQUESTS

1. The responses provided to this discovery request have been prepared pursuant to a reasonable and diligent investigation and search for the requested information. The Complainant is a limited liability company, with limited administrative and support staff who are responsible for its administration and day-to-day operations. The limited number of administrative and support staff limits its ability to locate quickly “all” documents relevant to particular issues.

Accordingly, the Complainant cannot and does not represent that responses to the Requests provide every possible piece of information that exists in any form; rather, the responses reflect the information obtained up to this date by it and its consultants pursuant to a reasonable and diligent search of the documents and records available to these representatives. In this posture, the Complainant has made a diligent effort to locate and identify all documents responsive to the Requests directed to it within the applicable discovery rules. To the extent that

the Requests purport to require more than this reasonable and diligent search and investigation, the Complainant objects on the grounds that such a search would represent an undue burden and/or unreasonable expense.

2. The Complainant objects to the Requests to the extent that they seek documents or information which, in whole or in part, request, offer, represent, or relate to counsel's legal advice, legal conclusions or mental impressions about the case, including counsel's legal theories and expectations or preparations for litigation, since these are protected by attorney-client and attorney work-product privileges, and are not discoverable. The Complainant objects to the Requests to the extent the term "all documents" includes items that contain matter privileged under the attorney-client and attorney work-product privileges. However, subject to mutual agreement with counsel for Vectren Energy, counsel for the Complainant will, on a reciprocal basis, prepare and provide a privilege log.

3. The Complainant objects to the Requests to the extent they exceed the scope and methods of discovery allowed under Trial Rule 226(B). The Complainant further reserves its right under Trial Rule 26(B) to seek compensation for expert fees and costs associated with complying with the Requests.

4. The Complainant objects to the Requests as unreasonably cumulative or duplicative to the extent the information is obtainable from some other source that is more convenient, less burdensome, or less expensive including but not limited to testimony previously filed or to be filed in this cause.

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said Requests, and require them to expend significant resources to provide complete and accurate answers to Vectren Energy's discovery requests to generate material that, even if relevant, is of marginal value and can be obtained more easily through other means.

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7. The Complainant objects to the Requests to the extent that they seek analysis, calculations, or compilations which have not already been performed and which the Complainant objects to performing.

8. The Complainant objects to the Requests to the extent that they are vague and ambiguous and provide no reasonable basis from which the Complainant can determine what information is being sought.

9. The Complainant objects to the Requests to the extent they request or direct supplementation except to the extent required by Ind. Tr. R. 26(E).

10. The Complainant objects to the Requests for the additional, specific individual grounds identified immediately before each Response.

Respectfully submitted,

/s/ J. David Agnew
J. David Agnew
Attorney for Complainant
LORCH NAVILLE WARD LLC
506 State Street
P.O. Box 1343
New Albany, IN 47151-1343
Telephone: 812.949.1000
Fax: 812.949.3773
Email: dagnew@lnwlegal.com

DATA REQUESTS

Request No. 3-16 Please identify the dates Morton Solar submitted applications for the following individuals to sell SRECs:

Morris Bitzer	7/2/13
Martha Crosley	Not selling SREC's at this time.
Andy Davidson	3/3/11
Nick Davidson	2/22/11
Randy Ellis	5/22/13
Carl Fehrenbacher	Not selling SREC's at this time.
Tony Kohut	1/21/13
David Krietemeyer	5/21/13
Norman Miller	7/30/13
Jeff Osborne	6/27/13
James Purviance	5/6/13
Gary Schultheis	9/16/13
Donald Scott	9/9/13
Pamela Shelter	Pending
Ted Stransky	4/15/13
Allen Stute	2/5/13
Stephen Zehr	7/5/13
Rolland Zelerino	8/8/13

Response See above.

Request No. 3-17 Please indicate whether the following customers provided Morton Solar interconnection agreements for purposes of registering their SRECs. If the customers did not provide the interconnection agreement, please indicate the source of the interconnection agreements:

Jeff Osborne	Yes
--------------	-----

Gary Schultheis	Yes
Donald Scott	Yes
Pamela Shelter	Yes
Ted Stransky	Yes
Stephen Zehr	Yes
Rolland Zelerino	Yes
<u>Response</u>	See above.

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 SUPPLEMENTAL OBJECTIONS AND RESPONSES
TO MORTON SOLAR & WIND LLC'S DATA REQUEST SET NO. 1**

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 Supplemental Objections and Responses to Morton Solar & Wind LLC's Request Set No. 1 served August 9, 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. 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. Krietemeyer 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

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

- l. 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.

Supplemental Response:

- c.-e. Vectren has updated Vectren Exhibit MS 1-1. Corrected information is marked with a strike through and supplemental answers immediately follow in the same cell. The changes impact information provided for Bill Polk, Denise Vaal and Randy Ellis. Vectren's original response assumed that a complete application included both a complete application and provision of required insurance requirements. However, 170 IAC 4-4.3-1-6(i) does not include insurance. In these specific instances, the application received by Vectren was complete but the customer either did not initially provide the insurance documentation required under the interconnection agreement or there were delays associated with the installation. In the case of Ms. Vaal, Vectren met with Mr. Morton on August 12, 2012 to verify that the disconnects were installed. Vectren noted that the disconnect, if utilized, would also stop the flow of power to Ms. Vaal's barn and pointed-out that the system did not comply with applicable electrical standards. Mr. Morton informed Vectren the system had been connected on November 2, 2012. Mr. Morton notified Vectren that the correction needed for the meter location were completed and inspection was complete on November 6, 2012. In the case of Mr. Ellis, Mr. Morton was informed that more documentation on insurance was needed on December 7, 2012. Mr. Morton provided the additional documentation on December 28, 2012. Vectren followed-up again on January 16, 2013 to explain that the insurance documentation was still incomplete. Mr. Morton provided all required insurance on January 18, 2013. Mr. Polk submitted his application on July 24, 2008, but proper insurance documentation was not provided. Vectren requested additional insurance documentation on September 12, 2008. During this period, Vectren contacted Mr. Polk on August 25, 2008 to discuss the project.

- l. Vectren indicated in its initial response that its practice was not to return fully executed interconnection agreements to customers unless copies were requested. Further investigation has revealed that this statement was incorrect. Vectren did have procedures in place to mail fully executed interconnection agreements to customers upon satisfaction of all criteria. Vectren's Contract Administrator for New Business mailed the agreements.

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 23rd day of December, 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
E-Mail: jclaybourn@vectren.com

P. Jason Stephenson (# 21839-49)
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, Indiana 46204
Tel: (317) 231-7749
Fax: (317) 231-7433
Email: jason.stephenson@btlaw.com

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

J. David Agnew

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
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>
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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Schapker, Ann-Marie E.

From: Brad Morton <bmorton@mortonsolar.com>
Sent: Monday, April 04, 2011 3:22 PM
To: Schapker, Ann-Marie E.
Subject: Net-Metering Application - Tony Kohut
Attachments: App Net Metering.JPG; P256 Elec Diagram.pdf

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

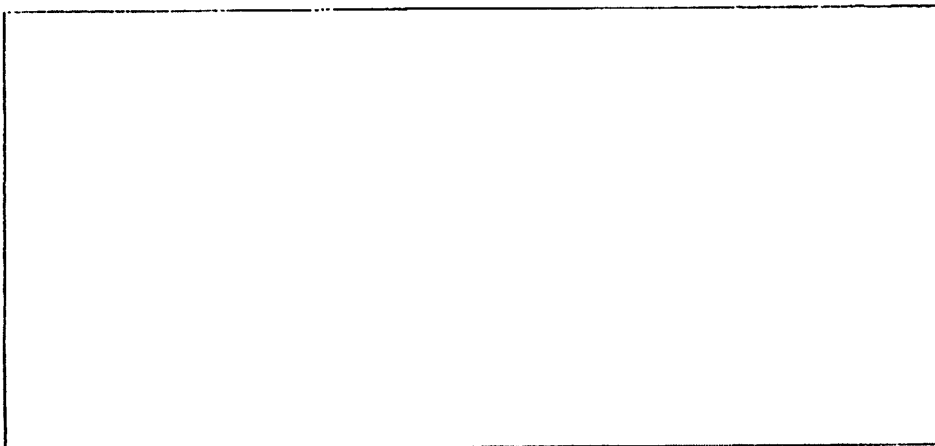

MORTON
SOLAR & WIND
NABCEP Certified

Application For Interconnection
Level 1** - Certified* Inverter-Based Generation Equipment
10kW or Smaller

Customer Name: TONY KOHUT
Customer Address: 9901 NEW HARMONY RD, EVANSVILLE, IN
Home/Business Phone No.: _____ Daytime Phone No.: (812) 963-9289
Email Address (Optional): bmorton@mortonsolar.com
Type of Facility:
 Solar Photovoltaic Wind Turbine Other (specify) _____
Inverter Power Rating: 3 KW Quantity: 1 Total Rated "AC" Output: 3000 W
Inverter Manufacturer and Model Number: SMA SB3000US
Name of Contractor/Installer: MORTON SOLAR & WIND, LLC
Address: PO BOX 9104, EVANSVILLE, IN 47711
Phone No.: (812) 402-0900 Email Address (Optional): bmorton@mortonsolar.com

Attach documentation confirming that a nationally recognized testing and certification laboratory has listed the equipment.

Attach a single line diagram or sketch one below that includes all electrical equipment from the point where service is taken from Vectren Energy Delivery of Indiana, Inc. to the inverter which includes the main panel, sub-panels, breaker sizes, fuse sizes, transformers, and disconnect switches (which may need to be located outside and accessible by utility personnel).



* Certified as defined in 170 Indiana Administrative Code 4-4.3-5.
** Level 1 as defined in 170 Indiana Administrative Code 4-4.3-4(a).

Schapker, Ann-Marie E.

From: Brad Morton <bmorton@mortonsolar.com>
Sent: Monday, April 25, 2011 12:31 PM
To: Rickard, Zachariah D.
Subject: RE: 9901 New Harmony Rd - Net Meter
Attachments: P256 Elec Diagram.pdf; SUNNYBOY3384-DUS103927W.pdf; SB30_40US_NOAUL-ReportDC-DISCON.pdf

Zach,
Let me know if you need anything else.

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


SOLAR & WIND
NABCEP Certified

From: Rickard, Zachariah D. [<mailto:zrickard@Vectren.com>]
Sent: Monday, April 25, 2011 11:03 AM
To: bmorton@mortonsolar.com
Subject: 9901 New Harmony Rd - Net Meter

Brad,

I have attached a checklist we have developed to help customers/installers better understand our requirements.

Also, please e-mail me the IEEE and UL specs for the inverter of the system you are installing.

Thanks,

Zac Rickard
Electric Distribution Engineer
VECTREN Energy Delivery
1 N. Main St.
P.O. Box 209
Evansville, IN. 47702
Office: 812-491-4960
Mobile: 812-449-7879
Fax: 812-491-4777
email: zrickard@vectren.com

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Schapker, Ann-Marie E.

From: ffrederick@vectren.com
Sent: Wednesday, May 11, 2011 6:26 PM
To: Rickard, Zachariah D.
Cc: Dougan, Ann-Marie E.
Subject: 6061858 - 9901 New Harmony Rd - NET METER

Installation is approved on a technical basis by FJF.

Schapker, Ann-Marie E.

From: Brad Morton <bmorton@mortonsolar.com>
Sent: Monday, May 09, 2011 7:07 PM
To: Dougan, Ann-Marie E.
Subject: RE: Net-Metering Application - Tony Kohut
Attachments: SCAN0343.JPG

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

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

SOLAR & WIND
NABCEP Certified

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

SOLAR & WIND
NABCEP Certified

Schapker, Ann-Marie E.

From: Brad Morton <bmorton@mortonsolar.com>
Sent: Tuesday, May 17, 2011 11:46 AM
To: Dougan, 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

NABCEP Certified

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

From: Dougan, Ann-Marie E. [<mailto:ADougan@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: Dougan, Ann-Marie E.
Subject: net meter 901 New Harmony Rd

GlobalScan document sent from .

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document.+++.

**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)**

**RESPONSE TO VECTREN ENERGY'S
2ND SET OF DATA REQUESTS TO
MORTON SOLAR & WIND, LLC**

Morton Solar & Wind, LLC (“the Complainant”), by and through its legal counsel, responds to the first set of data requests from Vectren Energy as follows:

NOTES AND GENERAL OBJECTIONS RE ALL DOCUMENT REQUESTS

1. The responses provided to this discovery request have been prepared pursuant to a reasonable and diligent investigation and search for the requested information. The Complainant is a limited liability company, with limited administrative and support staff who are responsible for its administration and day-to-day operations. The limited number of administrative and support staff limits its ability to locate quickly “all” documents relevant to particular issues.

Accordingly, the Complainant cannot and does not represent that responses to the Requests provide every possible piece of information that exists in any form; rather, the responses reflect the information obtained up to this date by it and its consultants pursuant to a reasonable and diligent search of the documents and records available to these representatives. In this posture, the Complainant has made a diligent effort to locate and identify all documents responsive to the Requests directed to it within the applicable discovery rules. To the extent that

the Requests purport to require more than this reasonable and diligent search and investigation, the Complainant objects on the grounds that such a search would represent an undue burden and/or unreasonable expense.

2. The Complainant objects to the Requests to the extent that they seek documents or information which, in whole or in part, request, offer, represent, or relate to counsel's legal advice, legal conclusions or mental impressions about the case, including counsel's legal theories and expectations or preparations for litigation, since these are protected by attorney-client and attorney work-product privileges, and are not discoverable. The Complainant objects to the Requests to the extent the term "all documents" includes items that contain matter privileged under the attorney-client and attorney work-product privileges. However, subject to mutual agreement with counsel for Vectren Energy, counsel for the Complainant will, on a reciprocal basis, prepare and provide a privilege log.

3. The Complainant objects to the Requests to the extent they exceed the scope and methods of discovery allowed under Trial Rule 226(B). The Complainant further reserves its right under Trial Rule 26(B) to seek compensation for expert fees and costs associated with complying with the Requests.

4. The Complainant objects to the Requests as unreasonably cumulative or duplicative to the extent the information is obtainable from some other source that is more convenient, less burdensome, or less expensive including but not limited to testimony previously filed or to be filed in this cause.

5. The Complainant objects to the Requests to the extent they are unduly burdensome, oppressive, and calculated to take the Complainant, and its staff, away from normal work activities, require them to spend hours reviewing organizational records in order to answer

said Requests, and require them to expend significant resources to provide complete and accurate answers to Vectren Energy's discovery requests to generate material that, even if relevant, is of marginal value and can be obtained more easily through other means.

6. The Complainant objects to the Requests to the extent they seek documents and/or information which are neither relevant nor material to the subject matter of this litigation, nor reasonably calculated to lead to the discovery of relevant or admissible evidence, especially, but not exclusively, because they seek information outside the scope of this proceeding.

7. The Complainant objects to the Requests to the extent that they seek analysis, calculations, or compilations which have not already been performed and which the Complainant objects to performing.

8. The Complainant objects to the Requests to the extent that they are vague and ambiguous and provide no reasonable basis from which the Complainant can determine what information is being sought.

9. The Complainant objects to the Requests to the extent they request or direct supplementation except to the extent required by Ind. Tr. R. 26(E).

10. The Complainant objects to the Requests for the additional, specific individual grounds identified immediately before each Response.

Respectfully submitted,

/s/ J. David Agnew

J. David Agnew

Attorney for Complainant

LORCH NAVILLE WARD LLC

506 State Street

P.O. Box 1343

New Albany, IN 47151-1343

Telephone: 812.949.1000

Fax: 812.949.3773

Email: dagnew@lnwlegal.com

DATA REQUESTS

Request No. 2-5 For each customer identified below, identify the first date that Morton Solar or the customer requested Vectren provide a copy of the interconnection agreement between Vectren and the customer:

- (a) Ohio Township Public Library – Bell Road
- (b) Lincoln Heritage Public Library – Chrisney, IN
- (c) VPS Architecture
- (d) Erick & Laura Arneberg
- (e) Evansville-Vanderburgh Central Library
- (f) Don Jost
- (g) Chanda Banner
- (h) Gary Weiss
- (i) Sharis Goines-Pitt
- (j) Bob Marin
- (k) Roy Perry
- (l) Denise Vaal
- (m) Randy Ellis
- (n) Norm Miller
- (o) James Purviance

Response:

(a-o). Mr. Morton does not recall the exact date on which he requested interconnection agreements for each of these customers and notes that 170 IAC 4-4.3-6(k)(2) states that a utility “**shall** . . . [e]xecute and send to the applicant a Level 1 interconnection agreement.” The customer does not have to ask for it.

However, Mr. Morton does know that he made a telephone call to Ann-Marie Dougan in the time frame of December 2010 requesting executed documents for Chrisney Library and VPS Architecture. Mr. Morton made this call at about the same time he sent the attached email to Kim Litkenhus regarding the opportunity for the School to get a \$10,235 down payment on a 10-year SREC contract. Mr. Morton was hoping to get similar contracts for the Library and VPS Architecture.

In addition to telephone calls, Mr. Morton requested copies of executed interconnection agreements for these customers in emails sent to Ms. Dougan on April 5, 2013, and again on May 2, 2013.



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« [NJ Market Update Webinar: Friday, 2/15/2013 at 3 pm ET](#)
[PV America East Solar Panel Video on RenewableEnergyWorld.com](#) »

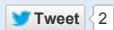
OH SREC Rule Change: SRECs only created from date of application to PUCO

February 11th, 2013

On January 1, 2013 the Ohio Public Utilities Commission (PUCO) stopped allowing SRECs to be created from power generated prior to the date of application for state certification. The official reference to this rule change can be found on the [OH PUCO](#) website.

What this means:


- Starting in January 2013 SRECs are created from the date of application (this is in line with the rules for the PA SREC market).
- SRECTrade applications should be submitted as soon as possible for all systems or some SREC opportunity will be lost.
- Online monitoring software cannot be used to create SRECs retroactive to the date of interconnection.



Tags: [OH](#), [OH PUCO](#), [OH SREC start](#), [OH SRECs](#), [PUCO](#), [rule change](#), [SREC eligibility](#), [SRECs](#)

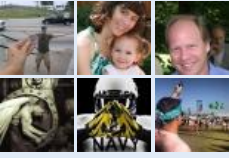
This entry was posted on Monday, February 11th, 2013 at 12:46 pm and is filed under [Ohio](#). You can follow any responses to this entry through the [RSS 2.0](#) feed. Both comments and pings are currently closed.

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Respondent will provide Exhibit TLB-13 once the Commission has entered an appropriate finding protecting it from disclosure.

J. David Agnew

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

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

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

**IN THE MATTER OF THE COMPLAINT OF)
MORTON SOLAR AND WIND, LLC)
RESPONDENT: SOUTHERN INDIANA GAS AND)
ELECTRIC CO. D/B/A VECTREN ENERGY)
DELIVERY OF INDIANA, INC.)**

CAUSE NO. 44344

VERIFIED DIRECT TESTIMONY

OF

ANN-MARIE SCHAPKER

REGIONAL SALES MANAGER

SPONSORING RESPONDENT'S EXHIBIT NOS. AMS-1 THROUGH AMS-21

VERIFIED DIRECT TESTIMONY

OF

ANN-MARIE SCHAPKER

REGIONAL SALES MANAGER

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

2 A. My name is Ann-Marie Schapker, and my business address is One Vectren Square, 211
3 N.W. Riverside Drive, Evansville, Indiana 47708.

4 **Q. What position do you hold with Southern Indiana Gas and Electric Company d/b/a**
5 **Vectren Energy Delivery of Indiana, Inc. ("Vectren South" or the "Company")?**

6 A. I hold the position of Regional Sales Manager for Vectren South.

7 **Q. Please describe your educational background.**

8 A. I received an Associate Degree in Industrial Electronics from Ivy Tech College in 1991
9 and a Bachelor of Science in Electrical Engineering from the University of Southern
10 Indiana in 2010.

11 **Q. Please describe your professional background.**

12 A. I was hired by Vectren South in July 1993 and began working in the Gas Department as
13 a Gas Control Technician where I monitored the gas system, took emergency calls,
14 dispatched crews, and assisted with forecasting. In December 1996, I moved to the
15 Layout and Design department as a Layout and Design Coordinator acting as the single
16 point of contact for Subdivisions. In April 2003, I began working in the Marketing
17 Department as a Field Sales Representative responsible for a geographical area in
18 Vectren South to secure contracts, assurances and load information for new service

1 requests. In March 2011, I was promoted to Regional Sales Manager with additional
2 responsibilities managing two Vectren South Account Managers.

3 **Q. What are your duties and responsibilities as Vectren South’s Regional Sales
4 Manager?**

5 A. I oversee the marketing and sales activities for Vectren South for Residential,
6 Commercial and Industrial customers. This includes designation of Key Accounts and
7 on-going projects or energy needs, compiling Load Sheets for projections on anticipated
8 revenue, securing contracts and assurances, and acting as the liaison for internal and
9 external customers. Within the Sales group, I manage all electric net metering requests
10 for Vectren South and serve as the main liaison between customers and Vectren South.

11 **Q. Have you previously testified before the Indiana Utility Regulatory Commission
12 (“Commission”)?**

13 A. No.

14 **Q. Are you sponsoring any exhibits in support of your testimony?**

15 A. Yes, I am sponsoring the following exhibits:

Exhibit	Description
Petitioner’s Exhibit AMS-1	Vectren South’s Net Metering Process Flow
Petitioner’s Exhibit AMS-2	Vectren South’s letter to Morton Solar on September 11, 2013
Petitioner’s Exhibit AMS-3	Vectren South’s summary of interconnection agreement requests
Petitioner’s Exhibit AMS-4	Complainant’s Responses to Vectren South Data Request 3-16
Petitioner’s Exhibit AMS-5	Interconnection Agreement of the Ohio Township Public Library

Petitioner's Exhibit AMS-6	Bill Polk's Application for Interconnection
Petitioner's Exhibit AMS-7	Documents relating to correspondence between Vectren South, Morton Solar, and Mr. Bill Polk
Petitioner's Exhibit AMS-8	Interconnection Agreement of Mr. Bill Polk
Petitioner's Exhibit AMS-9	Correspondence between Vectren South and Morton Solar relating to Bill Polk
Petitioner's Exhibit AMS-10	Vectren South's I.U.R.C. No. E-133 Tariff, Sheet No. 80, page 9-11
Petitioner's Exhibit AMS-11	Minimum Use Contract of the Town of Chrisney
Petitioner's Exhibit AMS-12	Commission letter dated December 15, 2009 relating to the Haubstadt Elementary School
Petitioner's Exhibit AMS-13	Vectren South's 30 day filing for Rider NM, Net Metering Rider, dated January 25, 2010
Petitioner's Exhibit AMS-14	Vectren South correspondence relating to Haubstadt Elementary School
Petitioner's Exhibit AMS-15	Vectren South correspondence relating to Ms. Martha Crosley
Petitioner's Exhibit AMS-16	Correspondence between Vectren South and Morton Solar relating to the Arneburgs's project
Petitioner's Exhibit AMS-17	Interconnection Agreement of Ms. Chandra Banner
Petitioner's Exhibit AMS-18	Vectren South documentation relating to the meter installation of Ms. Chandra Banner
Petitioner's Exhibit AMS-19	Vectren South email concerning Ms. Chandra Banner Interconnection Agreement
Petitioner's Exhibit AMS-20	Vectren South documentation relating to Mr. Gary Weiss
Petitioner's Exhibit AMS-21	Correspondence between Vectren South and Morton Solar relating to Ms. Catherine Patton

- 1
- 2 **Q. Were the exhibits identified above prepared or assembled by you or under your**
- 3 **direction or supervision?**
- 4 **A. Yes.**

1 **Q. What is the purpose of your Direct Testimony in this proceeding?**

2 A. My testimony will (1) explain Vectren South's net metering process; and (2) address the
3 particular facts of the customers identified by Morton Solar in its case-in-chief.

4 **I. Vectren South's Net Metering Process**

5 **Q. How does Vectren South handle a typical net metering request?**

6 A. Customers can mail, fax, or email net metering applications (through Vectren South's
7 website). After Vectren South receives the application, typically in electronic form, the
8 Customer Planning and Sales ("CPAS") group, together with Sales and the Electrical
9 Asset Engineering Group, will then review the application. If the application is
10 incomplete, a description of what is missing is provided to the customer and the
11 contractor, if one is involved. After all required portions of the application are complete,
12 the customer is notified and the application is reviewed for approval to meet the criteria
13 for the level applied. The customer and contractor are notified if they meet the criteria
14 and Vectren South informs them the Sales department will forward an executed
15 interconnection agreement within the next 10 business days. The order is sent to Sales
16 to obtain an executable interconnection agreement.

17 **Q. Has this always been the process followed for net metering approvals?**

18 A. No. In the past, in order to provide ample information to customers, Vectren South
19 provided blank copies of the interconnection agreement on its website and contractors
20 printed their own copies. As a result, for some time prior to 2013 certain contractors,
21 including Morton Solar, would download the application and template agreements and
22 then submit executed interconnection applications on behalf of customers. These
23 interconnection agreements were already executed by the customer even though the
24 review process had not been completed. This out of sequence submission of the

1 executed interconnection agreement has contributed to the issues raised by Morton
2 Solar in this proceeding.

3 **Q. What is your role in net metering and how are requests coordinated with CPAS**
4 **and the Electrical Asset Engineering Group?**

5 A. I serve as the central point of contact and liaison between all net metering customer
6 requests (and contractors, if any) and pertinent Vectren South departments, including
7 CPAS and the Electrical Asset Engineering Group. After Vectren South has received an
8 executed interconnection agreement and insurance documentation, the contractor (in
9 this case Morton Solar) is notified the existing meter will be exchanged for a bi-
10 directional meter. Sales works with CPAS, the Electrical Asset Engineering Group, and
11 the Meter Shop to coordinate the timing of bi-directional meter installation. I also work to
12 ensure any questions or complaints received by Vectren South customer service
13 representatives are handled promptly and adequately. Attached as Respondent's Exhibit
14 AMS-1 is a copy of the net metering process flow used in handling customer generation
15 interconnection applications.

16 **Q. What steps are necessary before a net metering facility is approved to be**
17 **interconnected with Vectren South's distribution system?**

18 A. Before a net metering facility is approved and a customer is interconnected, a customer
19 is required to apply for a net meter, include a one-line diagram and UL certification, and
20 then complete and execute an interconnection agreement. A customer must also provide
21 proof of adequate insurance as part of the application process. Finally, as explained
22 further by Vectren South witness Jim Cox, a visual inspection of the disconnect and
23 inspections from governing officials are required prior to the system being
24 interconnected with Vectren South's distribution system.

1 **Q. Why does Vectren South require certain insurance prior to approving a net**
2 **metering project?**

3 A. Certain minimum insurance coverage is required by Vectren South's interconnection
4 agreements and the Commission's net metering rules. Insurance is essential to help
5 protect customers from any harm or damage caused by a malfunction. Insurance is
6 particularly important in the case of a small customer who may not have the "deep
7 pockets" necessary to pay for damages to other parties. Through insurance, customers
8 participating in the net metering tariff bear some of the risk of injury or damage to third
9 parties associated with the interconnection of the net metering facility.

10 **Q. After a project has been approved by Vectren South, how is that approval**
11 **coordinated with Morton Solar?**

12 A. Customers and their contractors, such as Morton Solar, receive either a telephone call or
13 an email stating that the project qualifies and has been approved by our engineering
14 department. The Sales department then forwards an executable interconnection
15 agreement to the customer, and working with Engineering, Sales, and the Meter Shop,
16 we schedule a meter change with the customer and contractor, if applicable.

17 **Q. Has Morton Solar ever interconnected a net-metering facility before obtaining**
18 **approval?**

19 A. Frequently, Morton Solar continues to engage his systems prior to approvals and fails to
20 provide Vectren South a 10 day notice of operation. As explained in the direct testimony
21 of Vectren South witness Jim Cox, this presents several operational and safety
22 concerns. In those cases we must call Morton Solar and the customer to coordinate the
23 system being disengaged for the bi-directional meter to be set. If the system is not
24 engaged, the customer is notified that the next step is for the meter to be exchanged and
25 we work to coordinate a date.

1 **Q. How many contractors has Vectren South worked with when installing net**
2 **metering?**

3 A. Of the 60 active and 7 pending net metering customers (excluding 11 inquiries that did
4 not proceed) in Vectren South's service territory as of January 15, 2014, Morton Solar
5 has been involved with 58% of the projects. Vectren South has worked with others and
6 has never received a complaint from any other contractor or vendor it has worked with
7 for net metering, and numerous Morton Solar customers have not intervened or been
8 raised as an issue in this proceeding.

9 **Q. You mentioned that in the past customers would frequently download an**
10 **interconnection agreement and send it in signed prior to approval. How has**
11 **Vectren South's process changed to address this?**

12 A. Vectren South now follows the approach set forth in the Commission's rules governing
13 customer-generator facilities at 170 IAC 4-4.3-1 et seq. (the "Interconnection Rule").
14 After an interconnection is approved by Vectren South's engineers and the sales
15 department, a copy of an approved interconnection agreement is sent to the customer,
16 even if one had already been sent to Vectren South. Prior to being sent to the customer,
17 the agreement is signed by Vectren South. The customer is required to return the
18 executed interconnection agreement ten (10) business days before starting operation of
19 the customer-generator facility.

20 **Q. What are the advantages to Vectren South's current procedure for handling**
21 **interconnection agreements?**

22 A. There are two primary benefits to Vectren South first executing the interconnection
23 agreement and then sending it to the customer. First, it is in keeping with the approach
24 set forth in the Commission's rules at 170 IAC 4-4.3-1 et seq. For example, a Level 1
25 interconnection review requires Vectren South to execute and send to the customer a

1 Level 1 interconnection agreement within ten (10) business days of sending notice that
2 the application is complete. The customer is required to return the executed
3 interconnection agreement ten (10) business days before starting operation of the
4 customer-generator facility.

5 A second advantage to following the process contemplated by Commission rules is that
6 it helps resolve concerns raised by Morton Solar about Vectren South's return of
7 executed interconnection agreements to customers. Once customers execute the
8 interconnection agreement that Vectren South has already executed, they are able to
9 make a copy of the fully executed agreement before returning it to Vectren South. This
10 arrangement also ensures that Vectren South receives an executed interconnection
11 agreement because the customers must return it as a pre-requisite for operating its
12 system.

13 **Q. Did anything else prompt Vectren South's current procedure?**

14 A. Yes. Adherence to this process helps address Morton Solar's misunderstandings about
15 interconnecting generation facilities to Vectren South's system. Vectren South outlined
16 these concerns and its procedures in a letter to Morton Solar on September 11, 2013,
17 attached hereto as Petitioner's Exhibit AMS-2.

18 **Q. Is Vectren South's procedure specific to Morton Solar?**

19 A. No, nor does Vectren South refuse to accept documents from Morton Solar as Morton
20 Solar has alleged. Morton Solar is free to continue to submit interconnection applications
21 on behalf of Vectren South customers and to otherwise assist customers in navigating
22 the interconnection process. However, it remains important that the interconnection of
23 customer-generator facilities will work in the same fashion as other generator
24 interconnections – the interconnection is vetted early in the process, before the

1 generator facility is constructed, so potential problems can be potentially addressed in
2 the facility design.

3 **Q. Beginning on page 8 of its direct testimony, Morton Solar alleges that Vectren**
4 **South either delayed returning interconnection agreements to customers or failed**
5 **to return them at all. How do you respond?**

6 A. As part of Vectren South's net metering process, which I help oversee, executed
7 interconnection agreements are returned to customers on the same day that net meters
8 are set. Typically these interconnection agreements are delivered via the U.S. Postal
9 Service, but occasionally they were delivered electronically if requested via email.
10 Whenever interconnection agreements were requested by a customer or Morton Solar,
11 Vectren South was promptly responsive; in only a few instances were there delays of 30-
12 60 days before sending an interconnection agreement. Attached as Respondent's
13 Exhibit AMS-3 is a spreadsheet documenting the date that Morton Solar requested
14 certain interconnection agreements and the time it took Vectren South to provide the
15 agreement to Morton Solar. As noted previously, these interconnection agreements had
16 already been provided to customers as part of Vectren South's process, but often
17 Morton Solar would then subsequently request them again. Even after Vectren South
18 would provide the interconnection agreement electronically at Morton Solar's request,
19 Morton Solar would on occasion re-request the interconnection agreement. To the extent
20 any delay occurred, it was unintentional.

21 **Q. Do you have any memory of dealing with a Morton Solar employee named Kevin**
22 **Hobgood to obtain copies of interconnection agreements prior to 2013?**

23 A. No. I do not remember ever interacting with an employee named Kevin Hobgood. I
24 have searched my emails and been unable to identify any emails from such an
25 individual.

1 **Q. Is there any evidence that other customers received copies of their**
2 **interconnection agreements?**

3 A. Yes. While Vectren South's email retention policy does not save sent emails dating
4 back this far, certain emails were saved in archive folders which can be retrieved. Prior
5 to sending an interconnection agreement electronically, I would scan the document,
6 which is then sent to my inbox as an email attachment. These emails were saved in an
7 archived folder and serve as evidence that I took steps to provide the agreements to
8 Morton Solar on a particular date.

9 Additionally, Morton Solar provided a list of customers selling their SRECs into the Ohio
10 market. Vectren South has no record of Morton Solar making specific requests for
11 interconnection agreements from Jeff Osborne, Gary Schultheis, Donald Scott, Pamela
12 Shelter, Ted Stransky, Stephen Zehr, or Rolland Zelerino. Please see Morton Solar's
13 response to Vectren South's Request No. 3-16 included in the attached Respondent's
14 Exhibit AMS-4. Morton Solar acknowledges that it obtained copies of the fully executed
15 interconnection agreements from these seven customers. Please see Morton Solar's
16 response to Vectren South's Request No. 3-17 included in the attached Respondent's
17 Exhibit AMS-4. The fact that these customers had copies of their interconnection
18 agreements substantiates Vectren South's practice of forwarding signed agreements to
19 customers.

20 **Q. On pages 17-18 of its testimony, Morton Solar alleges that Vectren South delayed**
21 **installation of net meters for qualifying customers. How do you respond?**

22 A. As discussed previously, Morton Solar occasionally installs systems prior to Vectren
23 South receiving an application, prior to Vectren South receiving appropriate proof of
24 insurance, or prior to final approval by Vectren South. In addition to posing numerous
25 safety concerns, this premature installation of a system also creates the illusion that

1 Vectren South unnecessarily delayed installation of a net meter. The applicable date is
2 not when Morton Solar installed a system for a customer; instead, the applicable date is
3 when the interconnection system was approved after Vectren South had received all of
4 the appropriate documentation from the customer. Some examples of this are described
5 in greater detail below.

6 **Q. Are you familiar with the particular facts of the customers identified by Morton**
7 **Solar in his case-in-chief?**

8 A. Yes. I have addressed each of the customers separately below.

9 II. Ohio Township Public Library

10 **Q. Is the Ohio Township Public Library (“OTPL”) a net metering customer of Vectren**
11 **South?**

12 A. Yes. In 2005 OTPL installed a 5.5 kW photovoltaic system and the meter was set on
13 February 22, 2006. Throughout the installation Vectren South and OTPL worked
14 collaboratively to install the system in a safe and reliable manner.

15 **Q. Did OTPL inquire about increasing its net metering capacity?**

16 A. Yes. In 2007 OTPL sought to double its capacity from 5.5 kW to 11 kW. However, at that
17 time this exceeded Vectren South’s Commission-approved net metering limit of 10 kW
18 limit for Level 1 interconnection facilities. Morton Solar did not formally apply to exceed
19 the approved net metering limit.

20 **Q. Was OTPL provided a copy of its interconnection agreement?**

21 A. Yes. Although Morton Solar alleges in its case-in-chief that a net-metering agreement
22 was signed in 2005, this is not possible since Vectren South did not have
23 interconnection agreement forms until January 29, 2007, which were designed to
24 conform with those approved by the Commission in 2006. Vectren South’s

1 interconnection agreement with OTPL was actually executed and sent to OTPL on
2 March 30, 2007. A copy of the interconnection is attached to this testimony as
3 Respondent's Exhibit AMS-5.

4 **Q. Has Morton Solar requested a copy of the OTPL interconnection agreement?**

5 A. Yes. Morton Solar first requested a copy of the interconnection agreement on May 2,
6 2013. Vectren South immediately made it available to Morton Solar at the time and I
7 notified Mr. Brad Morton via phone that they were available. Morton Solar picked up
8 physical copies on May 6, 2013. There was no prior request for the interconnection
9 agreement from Morton Solar.

10 **III. Bill Polk**

11 **Q. Is Bill Polk a net metering customer of Vectren South?**

12 A. Yes. A bi-directional meter was installed and activated on October 3, 2008.

13 **Q. Morton Solar alleges that Vectren South refused to install a bi-directional meter**
14 **for Bill Polk, and that a meter was installed on October 4, 2008 only after Morton**
15 **Solar contacted Senator Lugar's office. How do you respond?**

16 A. Morton Solar's allegations are false, and the timing of Mr. Polk's meter installation was
17 not unnecessarily delayed, nor was installation of the net meter prompted by contact
18 with Senator Lugar's office.

19 Mr. Polk's initial application, as submitted by Morton Solar, was received by Vectren
20 South on July 24, 2008, but the application lacked proper insurance documentation.¹ A
21 copy of the application is attached hereto as Respondent's Exhibit AMS-6. On August

¹ Vectren South received Mr. Polk's application via fax on July 24, 2008, although in Morton Solar's testimony and complaint Morton Solar alleges the date is July 22, 2008. While Morton Solar's fax cover letter reads July 22, 2008, it was actually submitted on July 24, 2008 according to the transaction date on the fax.

1 25, 2008 Vectren South contacted Mr. Polk to arrange for a meeting to discuss the
2 project. On September 12, 2008, Vectren South contacted Morton Solar requesting
3 additional insurance documentation. Mr. Polk also followed up on that request with an
4 email to Vectren South that same day. Mr. Polk's email is included on page 6 of
5 Respondent's Exhibit AMS-7.

6 Two days later on September 14, 2008, Vectren South's service territory was hit with the
7 remnants of Hurricane Ike. Due to extensive damage, storm response required the use
8 of Vectren South's resources through September 24, 2008. Nevertheless, I
9 communicated with Mr. Polk via email on September 15, 2008 clarifying the need for
10 additional insurance documentation. That email, and Mr. Polk's response – which begins
11 with "I fully understand. . . There is a lot of damage over a wide area" – begins on page 4
12 of the attached Respondent's Exhibit AMS-7. Mr. Polk provided some of the required
13 documentation via email on September 24, 2008, attaching the UL certification and a
14 line drawing for the system, and stating that he would arrange for a hard copy of the
15 insurance documentation to be delivered to Vectren South. A copy of that email is
16 attached hereto in Respondent's Exhibit AMS-7.

17 A copy of the final interconnection agreement is attached hereto as Respondent's
18 Exhibit AMS-8. On October 3, 2008 (not October 4th as alleged by Morton Solar), the net
19 meter was set.

20 **Q: Why did Vectren South wait from July 24, 2008 to August 25, 2008 in order to**
21 **address Mr. Polk's application?**

22 A: I cannot recall the precise reasons why since so much time has passed since then. I can
23 find no internal communication relating to it either. However, this delay was unusual for
24 our process, and once the process did commence in August of 2008, Vectren South was

1 expedient and the process seemed acceptable to all parties involved as evidenced in the
2 communications attached in Respondent's Exhibit AMS-7.

3 **Q. Did Mr. Polk and Morton Solar arrange a public event for the wind turbine?**

4 A. Yes, a "Commissioning event" for the wind turbine was scheduled for October 10, 2008
5 and Vectren South was invited to attend. A copy of the invitation and internal Vectren
6 South communication relating to the event is attached hereto as Respondent's Exhibit
7 AMS-9. To the extent any dignitaries attended, I was unaware of it until receiving the
8 invitation on October 6, 2008. Vectren South worked promptly to set Mr. Polk's net meter
9 and no attendance by elected officials impacted the project.

10 **Q. Has Mr. Polk intervened in this Cause?**

11 A. No.

12 **IV. Lincoln Heritage Public Library (Chrisney, Ind.)**

13 **Q. Is Lincoln Heritage Public Library ("LHPL") in Chrisney, Indiana, an electric**
14 **customer of Vectren South?**

15 A. Yes. In 2008, LHPL approached Vectren South about infrastructure for new electric
16 service for a new facility. Vectren South's I.U.R.C. No. E-133 Tariff, Sheet No. 80, pp. 9-
17 11, requires customers to pay the cost of new facilities that exceed the estimated fixed
18 cost revenues for a three year period. The service was expected to generate revenue of
19 \$10,988.61, with projected costs for installation of \$7,509. Therefore, Vectren South
20 proceeded and secured easements for the primary extension.

21 **Q. Did Vectren South charge LHPL for this new electric service?**

22 A. No, not initially. Because the expected revenue from the new electric service was
23 expected to exceed the estimated fixed cost for a 2.5 year period, there was no
24 additional charge to the customer.

1 **Q. Morton Solar alleges that Vectren South later requested LHPL pay \$7,900 in**
2 **exchange for electric service due to inclusion of a net metering solar generation.**
3 **How do you respond?**

4 A. After deciding to proceed with infrastructure for new electric service, LHPL also decided
5 to pursue solar generation with Morton Solar. Biagi, Chance, Cummins, London, Titzer,
6 Inc. ("BCCLT") supplied the electric load for the facility on August 14, 2008. On August
7 24, 2008, a representative for LHPL called to make application for the facility. On
8 August 27, 2008, Vectren South's engineering department received paperwork for the
9 system and BCCLT was notified that a disconnect switch would be needed between the
10 meter and main panel. Once this solar generation was taken into account, revenue from
11 the new electrical service was no longer expected to exceed estimated fixed costs.
12 I.U.R.C. No. E-133 Tariff, Sheet No. 80, pp. 9-11, requires customers to pay the cost of
13 new facilities that exceed the estimated fixed cost revenues for a three year period. This
14 portion of Vectren South's tariff is attached as Respondent's Exhibit AMS-10. As a result
15 of solar generation, and the fact that revenue was not projected to exceed expected
16 costs of the project, LHPL was required to enter into a minimum use contract with
17 Vectren South. The minimum use contract states that the revenue generated will be
18 applied to infrastructure costs, and if it's not met, the offset would be paid at the end of
19 the term. A copy of this minimum use contract is attached as Respondent's Exhibit AMS-
20 11.

21 **Q. Did LHPL meet its minimum use requirements as outlined in Vectren South's**
22 **tariff?**

23 A. No. Revenue from the new infrastructure at the end of the term was \$1,250.94. As a
24 result LHPL was required to pay the remaining balance of costs of \$6,249.96.

1 **Q. Did Vectren South provide a copy of the executed interconnection agreement to**
2 **LHPL?**

3 A. Yes. On January 7, 2008 I coordinated via phone with Morton Solar for delivery of a
4 physical copy of the interconnection agreement. Vectren South provided a copy of the
5 interconnection agreement to LHPL on January 9, 2009.

6 **Q. Has Vectren South provided a copy of LHPL's interconnection agreement to**
7 **Morton Solar?**

8 A. Yes. On May 2, 2013, Morton Solar requested copies of interconnection agreements for
9 fifteen different customers, including LHPL. Vectren South immediately made it available
10 to Morton Solar at the time, and Morton Solar picked up physical copies on May 6, 2013.

11 **Q. Did Mr. Morton request copies of interconnection agreements for LHPL and VPS**
12 **Architecture in December 2010 or January 2011?**

13 A. No. Mr. Morton indicated in discovery that he communicated with me by phone or email
14 to request copies of these agreements during this time period, but I have no memory of
15 such a request.

16 **V. Haubstadt Elementary School**

17 **Q. Morton Solar alleges that Vectren South violated Indiana's net metering rules**
18 **while working with Haubstadt Elementary School ("HES") to install net metering.**
19 **How do you respond?**

20 A. Morton Solar is basing its complaints relating to HES on matters from 2009, which have
21 since been addressed and resolved by the Commission.

22 **Q. How were the HES concerns previously addressed and resolved by the**
23 **Commission?**

1 A. In 2008, HES proposed a wind turbine with the school's three phase power service.
2 Because the school received service at three phase, the project did not fit into the
3 applicable section in Vectren South's existing Net Metering Rider, Rider NM ("Net
4 Metering Tariff"). Therefore Vectren South advised Morton Solar that single phase
5 service was necessary to supply the wind turbine, which would require an underground
6 bore at a cost of \$12,000.

7 After the matter was referred to the Commission's Electric Division, the Commission
8 reviewed Vectren South's Net Metering Tariff and the Commission's net metering rule
9 and determined that Vectren South's Net Metering Tariff needed to be updated in order
10 to mirror changes that had been made to the net metering rules. As a result, Vectren
11 South made a thirty day filing with the Electricity Division to amend its Net Metering tariff
12 to remove any conflicting terminology and requirements. See attached Respondent's
13 Exhibit AMS-12 and Respondent's Exhibit AMS-13.

14 **Q. After the Net Metering Tariff had been updated, was a net meter installed at HES?**

15 A. Yes. Vectren South's new Net Metering Tariff was approved in May 2010 and Vectren
16 South worked expeditiously to resolve issues relating to HES's insurance requirements.
17 Copies of email exchanges relating to those requirements and an interconnection
18 agreement are attached as Respondent's Exhibit AMS-14. A new net meter was
19 installed at HES on June 10, 2011, six business days after HES insurance requirements
20 had been met and the interconnection agreement was approved.

21 **Q. Was a copy of the interconnection agreement provided to HES at the time of its**
22 **installation?**

23 A. Yes, Vectren South provided a copy of the HES interconnection agreement after it had
24 been fully executed. Morton Solar also requested a copy of the interconnection

1 agreement on May 2, 2013. Vectren South immediately made it available to Morton
2 Solar at the time, and Morton Solar picked up physical copies on May 6, 2013.

3 **VI. Tom Coomes**

4 **Q. Is Mr. Tom Coomes a Vectren South customer?**

5 A. Yes. Mr. Coomes requested estimates to extend electric infrastructure facilities to a new
6 home. Because Mr. Coomes was unsure of his neighbor's willingness to allow work on
7 an easement, Mr. Coomes requested two estimates. One estimate was \$16,000 for 660
8 feet of underground infrastructure. The other was for \$12,000 for approximately 485 feet
9 of underground infrastructure using a different route. Mr. Coomes chose the second
10 option, which came to \$11,746.14, and with estimated revenue applied, it left his out of
11 pocket cost at \$5,164.60.

12 **Q. Morton Solar alleges that Vectren South altered its installation estimates with Mr.
13 Coomes to avoid installation of a solar energy system. How do you respond?**

14 A. Vectren South's estimates for electric infrastructure were not at all impacted or affected
15 by alleged installation of solar energy systems. Vectren South has no documentation
16 that Mr. Coomes inquired or requested solar or net metering. The electrical engineer
17 designs lack any references to a solar project. The only reference to renewable systems
18 on the order is for his geothermal system and ensuring Vectren South's route did not
19 impede Mr. Coomes's system. The estimates did not take the revenue into
20 consideration.

21 **Q. Has Mr. Tom Coomes intervened in this Cause?**

22 A. No.

23 **VII. Dr. Ted Stranksy**

24 **Q. Is Dr. Ted Stranksy a net metering customer of Vectren South?**

1 A. Yes. On May 2, 2013 a bi-directional meter was installed for Dr. Stransky.

2 **Q. Morton Solar alleges that Vectren South unnecessarily demanded that Dr.**
3 **Stransky buy a new transformer before his net metering project could proceed.**
4 **How do you respond?**

5 A. Dr. Stransky first applied for net metering on March 26, 2013, but submitted his
6 application without the required insurance information. In addition to the missing
7 insurance information, Vectren South raised concerns with Dr. Stransky regarding the
8 existing 50 kVA transformer which serviced both his site and another customer because
9 the proposed inverter size did not comply with 170 IAC 4-4.3-7(e), which states: "If a
10 customer-generator facility is to be connected to a single-phase shared secondary, the
11 aggregate generation capacity connected to the shared secondary, including the
12 proposed capacity, shall not exceed the lesser of twenty (20) kVA or the nameplate
13 rating of the service transformer."

14 **Q. Did these concerns with the transformer and Indiana Administrative Code**
15 **compliance delay the net metering project with Dr. Stransky?**

16 A. Yes. Because the proposed project violated the Indiana Administrative Code, Vectren
17 South delayed approval to allow for additional internal review of the interconnection to
18 system. From this additional review Vectren South determined that, although the site
19 was served by a transformer that was shared with another customer, the transformer
20 size (50 kVA) was sufficient enough to prevent voltage disturbances to the other
21 customer. The results of this review were discussed with Brad Morton via telephone on
22 April 17, 2013 with Vectren South engineers and again on April 30, 2013 with me. On
23 this same call Brad Morton indicated that he would try to limit future inverter installations
24 to 20 kVA in compliance with the Indiana Administrative Code. Very soon after this
25 conversation, on May 2, 2013, a bi-directional meter was installed for Dr. Stransky.

1 **Q. Has Dr. Stransky intervened in this Cause?**

2 A. No.

3 **VIII. Martha Crosley**

4 **Q. Is Martha Crosley a net metering customer of Vectren South?**

5 A. Yes. Ms. Crosley first submitted her net metering application on July 30, 2013. However,
6 the initial application lacked some of the required insurance documentation. Moreover,
7 contact with Morton Solar and Ms. Crosley from August 8, 2013 through August 20,
8 2013 was complicated since emails were unknowingly being routed through Vectren
9 South's spam filter because of the scanned attachments. We discussed the issues with
10 Morton Solar and worked on a technical solution going forward. On August 20, 2013 Ms.
11 Crosley delivered the documents directly to Vectren South. A bi-directional meter was
12 eventually set on August 26, 2013, two business days after the building commission
13 inspection.

14 **Q. On page 16 of Mr. Brad Morton's direct testimony, Morton Solar alleges that the**
15 **net metering application for Martha Crosley was rejected solely because Morton**
16 **Solar had submitted the application on behalf of the customer. How do you**
17 **respond?**

18 A. Vectren South did not reject the interconnection agreement tendered by Ms. Crosley,
19 and Morton Solar's submission of the interconnection agreement was not Vectren
20 South's basis for executing an interconnection agreement and sending it to the customer
21 for review. Vectren South was adhering to the Commission's interconnection rules in 170
22 IAC 4-4.3-1 et seq. For example, a Level 1 interconnection review requires Vectren
23 South to execute and send to the customer a Level 1 interconnection agreement within
24 ten (10) business days of sending notice that the application is complete. 170 IAC 4-4.3-
25 6(k)(2). The customer is required to return the executed interconnection agreement ten

1 (10) business days before starting operation of the customer-generator facility. 170 (AC
2 4-4.3-6(l)(2). Vectren South was adhering to the requirements of 170 IAC 4-4.3-6(k)(2)
3 by forwarding a copy of an interconnection agreement executed by Vectren South for the
4 customer to return 10 calendar days before operation of the customer-owned generator.

5 **Q. Did Vectren South provide a copy of the executed interconnection agreement to**
6 **Ms. Crosley?**

7 A. Yes. Vectren South provided a copy of the interconnection agreement to Ms. Crosley on
8 August 22, 2013 via email. A copy of this email is attached hereto as Respondent's
9 Exhibit AMS-15. Morton Solar was notified on August 23, 2013 via email that Ms.
10 Crosley had been supplied the executed interconnection agreement on August 22, 2013.

11 IX. Erik & Laura Arneburg

12 **Q. Are Erik & Laura Arneburg net metering customers of Vectren South?**

13 A. Yes. On July 1, 2010 a bi-directional meter was installed at the Arneburg's site and the
14 account was activated.

15 **Q. Did Vectren South encounter any delays with installing the Arneburg's net meter?**

16 A. Yes. Vectren South received the customer's net metering application on March 17, 2010.
17 However, the application lacked an acceptable one line diagram or UL certification as
18 required by 170 IAC 4-4.2-5 5(a)(b). Vectren South received the required documents on
19 June 7, 2010, fifty-eight business days after the application. Twelve business days later,
20 on June 24, 2010, Morton Solar notified Vectren South it had an updated diagram and
21 indicated that the disconnect was installed and ready for a meter. Four business days
22 later, on June 30, 2010, the interconnection was approved.

23 **Q. Did Vectren South provide a copy of the executed interconnection agreement to**
24 **the Arneburgs?**

1 A. Yes. Vectren South provided a copy of the interconnection agreement to the Arneburgs
2 on June 30, 2010. Attached as Respondent's Exhibit AMS-16 are copies of emails
3 between Vectren South and Morton Solar relating to the Arneburgs's project.

4 **Q. Has Morton Solar requested a copy of the interconnection agreement?**

5 A. Yes. Morton Solar first requested a copy of the interconnection agreement on May 2,
6 2013, and a copy was provided to Morton Solar immediately thereafter. Vectren South
7 immediately made it available to Morton Solar at the time, and Morton Solar picked up
8 physical copies on May 6, 2013.

9 **X. Don Jost**

10 **Q. Is Don Jost a net metering customer of Vectren South?**

11 A. Yes. On May 26, 2010 Vectren South installed a bi-directional meter for Mr. Jost.

12 **Q. Did Vectren South provide a copy of the executed interconnection agreement to
13 Mr. Jost?**

14 A. Yes. Vectren South provided a copy of the interconnection agreement to Mr. Jost on
15 May 13, 2010.

16 **Q. Has Morton Solar requested a copy of the interconnection agreement?**

17 A. Yes. Morton Solar first requested a copy of the interconnection agreement on May 2,
18 2013, and a copy was provided to Morton Solar immediately thereafter. Vectren South
19 immediately made it available to Morton Solar at the time, and Morton Solar picked up
20 physical copies on May 6, 2013.

21 **XI. Chandra Banner**

22 **Q. Is Chandra Banner a customer of Vectren South?**

1 A. Yes. A bi-directional meter for Ms. Banner was installed and activated by Vectren South
2 on July 13, 2011.²

3 **Q. Ms. Banner alleges in her affidavit that she encountered delays and that her net
4 meter was installed on June 26, 2011. Is this correct?**

5 A. No. Ms. Banner submitted her interconnection agreement as an application for net
6 metering on June 26, 2011, and Vectren South received it on June 27, 2011. Vectren
7 South's engineers visually verified the disconnect was in place on June 30, 2011. On
8 July 1, 2011 system planning approved the UL certification and one-line drawings. On
9 July 7, 2011 Vectren South executed the interconnection agreement and on July 8, 2011
10 sent it to Ms. Banner for her signature. A copy of the interconnection agreement is
11 attached hereto as Respondent's Exhibit AMS-17. The bi-directional meter for Ms.
12 Banner was set on July 13, 2011. A copy of internal engineering records relating to the
13 date this meter was set is attached hereto as Respondent's Exhibit AMS-18. There were
14 a total of twelve business days from the date of the application to the date that the meter
15 was set.

16 **Q. Ms. Banner alleges in her affidavit that when she finally got a bi-directional meter,
17 her monthly bills dropped about \$50-70 per month. How do you respond?**

18 A. Many changes to Ms. Banner's bills had nothing to do with net metering. Ms. Banner had
19 previously been on budget billing with her energy bills. However, when her new net
20 meter was set, she opted for regular billing, making due an offset of her bill in the
21 amount of \$1,317.06. She made multiple calls to customer service and complaints to
22 the Commission throughout August and September 2011 relating to this offset from
23 budget billing.

² Morton Solar erroneously claims that the "commissioning" date is June 26, 2011.

1 **Q. Did Vectren South provide a copy of the executed interconnection agreement to**
2 **Ms. Banner?**

3 A. Yes. Vectren South provided a copy of the interconnection agreement to Ms. Banner on
4 July 8, 2011. A copy of the internal email documenting this delivery is attached as
5 Respondent's Exhibit AMS-19.

6 **Q. Has Morton Solar requested a copy of the interconnection agreement?**

7 A. Yes. As previously discussed, Morton Solar first requested an update on the
8 interconnection agreement via email on July 7, 2011. Morton Solar attached a copy of
9 their request to their case-in-chief as Petitioner's Exhibit BM-7. I then provided the
10 interconnection agreement to Morton Solar on July 8, 2011.

11 On May 2, 2013 Morton Solar sent an email re-requesting the interconnection
12 agreement again. A copy of Morton Solar's email is attached to their case-in-chief as
13 Petitioner's Exhibit BM-15. Vectren South immediately made physical copies available to
14 Morton Solar at the time, and Morton Solar picked up physical copies on May 6, 2013.

15 **XII. Gary Weiss**

16 **Q. Is Gary Weiss a net metering customer of Vectren South?**

17 A. Yes. On July 20, 2011 Vectren South installed a bi-directional meter for Mr. Weiss.

18 **Q. Did Vectren South provide a copy of the executed interconnection agreement to**
19 **Mr. Weiss?**

20 A. Yes. Vectren South provided a copy of the interconnection agreement to Mr. Weiss on
21 July 18, 2011.

22 **Q. Has Morton Solar requested a copy of the interconnection agreement?**

1 A. Yes. Morton Solar first requested an update on the interconnection agreement via email
2 on July 7, 2011, and Vectren South responded via email providing it on July 18, 2011. A
3 copy of the scanned internal documentation for this delivery is attached as Respondent's
4 Exhibit AMS-20. On May 2, 2013 Morton Solar sent an email re-requesting the
5 interconnection agreement again. A copy of Morton Solar's email is attached to its case-
6 in-chief as Petitioner's Exhibit BM-15. Vectren South immediately made physical copies
7 available to Morton Solar at the time, and Morton Solar picked up physical copies on
8 May 6, 2013.

9 **XIII. Randy Ellis**

10 **Q. Is Randy Ellis a net metering customer of Vectren South?**

11 A. Yes. On May 10, 2013 Vectren South installed a bi-directional meter for Mr. Ellis.

12 **Q. Did Vectren South provide a copy of the executed interconnection agreement to**
13 **Mr. Ellis?**

14 A. Yes. Vectren South provided a copy of the interconnection agreement to Mr. Ellis on
15 May 8, 2013.

16 **Q. Has Morton Solar requested a copy of the interconnection agreement?**

17 A. Yes. On March 5, 2013, Morton Solar requested a copy of the interconnection
18 agreement. A copy of the request is attached to Morton Solar's case-in-chief as
19 Petitioner's Exhibit BM-12. However, this request was sent using an erroneous email
20 address. On the following day, March 6, 2013, Morton Solar sent the request directly to
21 me. Morton Solar has attached a copy of this request as Petitioner's Exhibit BM-13.
22 Vectren South's engineering group requested additional information about the solar
23 project that it did not receive from Morton Solar until May 7, 2013. On May 2, 2013
24 Morton Solar sent an email re-requesting the interconnection agreement. A copy of

1 Morton Solar's email is attached to their case-in-chief as Petitioner's Exhibit BM-15.
2 Vectren South immediately made physical copies available to Morton Solar at the time,
3 and Morton Solar picked up physical copies on May 6, 2013.

4 **Q. In his testimony and affidavit Randy Ellis supports Morton Solar's allegations that**
5 **Vectren South delayed installation of his net meter. How do you respond?**

6 A. Mr. Ellis alleges in his affidavit that the solar project at this house was installed in August
7 2012 and was activated on November 27, 2012. However, Vectren South did not receive
8 his net meter application until November 28, 2012, a day after Morton Solar had already
9 activated it. As explained further by Vectren South witness Jim Cox, this poses safety
10 concerns to Vectren South personnel and to Mr. Ellis.

11 Mr. Ellis's full documentation, including proof of insurance, was not received by Vectren
12 South until January 18, 2013. Additionally, as noted previously, Vectren South's
13 engineering group did not receive all of its requested information until May 7, 2013. Mr.
14 Ellis's net meter was installed three days later on May 10, 2013.

15
16 **XIV. Catherine Patton**

17 **Q. Morton Solar alleges that the net metering application for Catherine Patton was**
18 **rejected solely because Morton Solar had submitted the applications on behalf of**
19 **the customers. How do you respond?**

20 A. Catherine Patton applied for net metering with Vectren South on August 19, 2013. Ms.
21 Patton was a renter in the home that was the proposed site of the net meter. However,
22 the insurance documentation included with the application was in the name of the
23 homeowner, Jeanene Hedlt, and not in Ms. Patton's name. The insurance information
24 also lacked the required liability coverage amount. Ms. Patton's application was not

1 denied because it was submitted by Morton Solar on behalf of Ms. Patton. Rather, it was
2 denied because it lacked proper insurance documentation. Vectren South contacted Ms.
3 Patton to obtain a complete insurance form which contained liability coverage amounts.
4 Attached as Respondent's Exhibit AMS-21 is an email exchange with Morton Solar
5 regarding these interactions.

6 **Q. Did Ms. Patton ultimately provide proper insurance documentation?**

7 A. Yes. On September 24, 2013, Vectren South received a properly executed agreement
8 with correct insurance documentation and two days later, on September 26, 2013, the
9 net meter was set.

10 **Q. Has Ms. Patton intervened in this Cause?**

11 A. No.

12 **XV. Bob Martin**

13 **Q. Did Bob Martin apply with Vectren South to interconnect his net metering facility?**

14 A. Yes. Mr. Martin submitted his application on January 11, 2012, and then again on June
15 14, 2012. Unfortunately, Vectren South misplaced his application and never processed
16 it.

17 **Q. When did Vectren South realize Mr. Martin's application had been lost?**

18 A. The first time Vectren South learned that Mr. Martin's application had been lost was
19 when we reviewed the Complaint in this proceeding.

20 **Q. Did Vectren South contact Mr. Martin upon discovering his application had been
21 lost?**

22 A. I went to Mr. Martin's house, identified myself and stated I was with Vectren South. I
23 then stated I was there to look at his solar installation and meter, and received

1 permission to take a picture of the meter. He indicated that he liked watching the meter
2 turn backward. After I informed him the meter would need to be changed to a bi-
3 directional meter, Mr. Martin reiterated his desire to keep it so that he could continue
4 watching it move in reverse. As a result he requested that Vectren South take its time
5 changing the meter. I submitted the picture to Vectren South's engineering group and
6 verified that I saw the meter moving in reverse. I also provided Mr. Martin an executable
7 interconnection agreement, which has not been signed. I will be contacting Mr. Martin
8 again about installing a bi-directional meter, confirming whether Vectren South is
9 permitted to install one, and reiterating the need for Mr. Martin to execute the
10 interconnection agreement

11 **Q. Has the Company reviewed Mr. Martin's billing information to determine whether**
12 **he has been receiving benefits from his net metering facility?**

13 A. Yes. We've compared usage for Mr. Martin between 2012 and 2013 on an adjusted
14 basis accounting for heating degree days and cooling degree days and his usage
15 declined.

16 **XVI. Other Customers**

17 **Q. On pages 17-18 of its testimony, Morton Solar alleges that Vectren South delayed**
18 **installation of James Purviance's net meter. How do you respond?**

19 A. As discussed previously, Morton Solar occasionally installed systems prior to Vectren
20 South receiving an application. Therefore, the applicable date is not when Morton Solar
21 installed a system for a customer; instead, the applicable date is when the
22 interconnection system was approved and Vectren South had received all of the
23 appropriate documentation from the customer. Morton Solar installed James Purviance's
24 solar system on March 13, 2013. Mr. Purviance's full documentation, including a signed
25 interconnection agreement, was not received until April 30, 2013. Mr. Purviance's net

1 meter was installed on May 14, 2013, just ten business days after Vectren South had
2 received all of the required documentation.

3 **Q. On pages 17-18 of its testimony, Morton Solar alleges that Vectren South delayed**
4 **installation of Sharis Goines-Pitt's net meter. How do you respond?**

5 A. Sharis Goines-Pitt's net meter was installed on January 6, 2012, forty business days
6 after Vectren South had received all of the required documentation from Ms. Goines-Pitt
7 and approval from Vectren South.

8 **XVII. Conclusion**

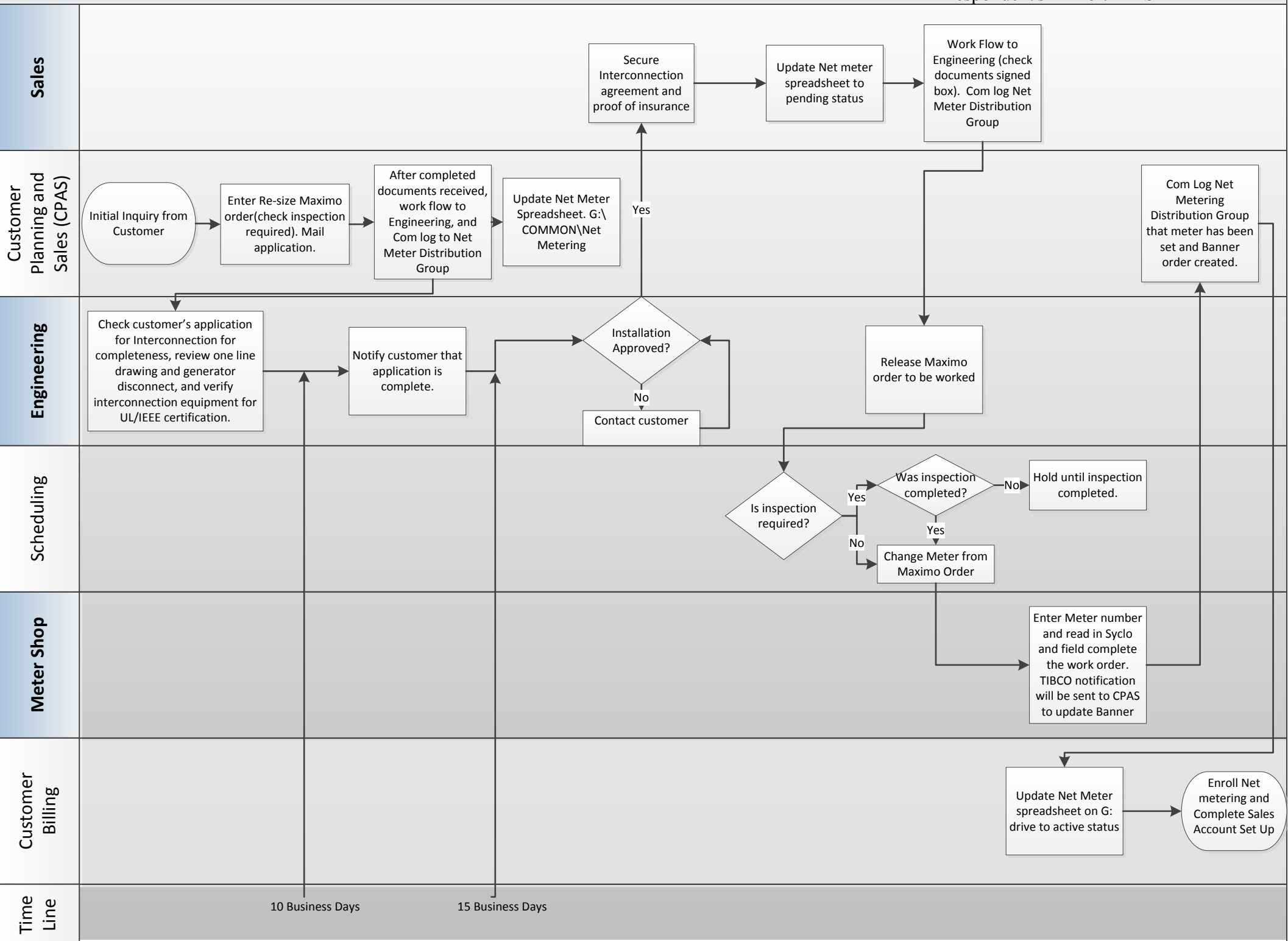
9 **Q. Does this conclude your prepared direct testimony?**

10 A. Yes, at this time.

VERIFICATION

The undersigned, Ann-Marie Schapker, affirms under the penalties of perjury that the answers in the foregoing Direct Testimony in Cause No. 44344 are true to the best of her knowledge, information and belief.


Ann-Marie Schapker





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

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.

Request for Interconnection Agreements

Customer Name	Date of Request	Follow-ups	Date forwarded to Morton	Delay Between Requests in Days
Norm Miller ⁶	1/17/2013	3/6/2013 & 5/2/2013	5/2/2013	105
Allen Stute ^{2,6}	1/17/2013	3/6/2013	3/11/2013	53
Tony Kohut ³	5/10/2011		5/17/2011	7
Nick Davidson	3/17/2011		3/17/2011	0
Andy Davidson ¹	3/17/2011	6/8/2011	6/8/2011	83
Bitzer ²	3/6/2013		3/11/2013	5
Dave Krietemeyer ²	3/6/2013		3/11/2013	5
Randy Ellis ⁵	3/6/2013	5/2/2013	5/6/2013	61
Denise Vaal ⁶	3/6/2013	5/2/2013	5/6/2013	61
Ohio Township Public I	5/2/2013		5/6/2013	4
VPS Architecture	5/2/2013		5/6/2013	4
Erik & Laura Arneberg	5/2/2013		5/6/2013	4
Evansville-Vand. Centr.	5/2/2013		5/6/2013	4
Don Jost	5/2/2013		5/6/2013	4
Chanda Banner ⁴	5/2/2013		5/6/2013	4
Gary Weiss	5/2/2013		5/6/2013	4
Sharis Goines-Pitt	5/2/2013		5/6/2013	4
Roy Perry	5/2/2013		5/6/2013	4
James Purviance	5/2/2013		5/6/2013	4
Average Days				22.10526
Median Days				4

¹ Brad Van Bibber originally construed Morton Solar's email, which asked for just the Davidson's agreements, as asking for Nick Davidson. Brad re-requested Andy's on 3/17/2011. Brad Van Bibber indicated he would send it the next day, but he forgot and did not send it until prompted by Brad on 6/8/2011 (medical issues with Van Bibber March through May).

² Ann-Marie forwarded these three on 3/11/2013

³ Morton Solar requested this agreement twice. Morton Solar's first request was to Ann-Marie 5/10/11, which was fulfilled on 5/17/11 (7 days) Morton Solar's second request was on 1/10/13, which was fulfilled on 1/18/13 (8 days.)

⁴ Morton Solar asked for Ms. Banner's agreement twice as well. Ann-Marie originally provided it on July 8, 2011 in response to Mr. Morton's request.

⁵ The interconnection agreement was not executed at the time of the original request. Mr. Ellis had additional insurance requirements and engineering approval. Morton Solar acknowledged inspection and lugs were complete 5/7/13.

⁶ Route of work order bypassed Sales creating delay in securing interconnection agreement.

Request No. 3-16 Please identify the dates Morton Solar submitted applications for the following individuals to sell SRECs:

Morris Bitzer	7/2/13
Martha Crosley	Not selling SREC's at this time.
Andy Davidson	3/3/11
Nick Davidson	2/22/11
Randy Ellis	5/22/13
Carl Fehrenbacher	Not selling SREC's at this time.
Tony Kohut	1/21/13
David Krietemeyer	5/21/13
Norman Miller	7/30/13
Jeff Osborne	6/27/13
James Purviance	5/6/13
Gary Schultheis	9/16/13
Donald Scott	9/9/13
Pamela Shelter	Pending
Ted Stransky	4/15/13
Allen Stute	2/5/13
Stephen Zehr	7/5/13
Rolland Zelerino	8/8/13

Response See above.

Request No. 3-17 Please indicate whether the following customers provided Morton Solar interconnection agreements for purposes of registering their SRECs. If the customers did not provide the interconnection agreement, please indicate the source of the interconnection agreements:

Jeff Osborne	Yes
--------------	-----

Gary Schultheis	Yes
Donald Scott	Yes
Pamela Shelter	Yes
Ted Stransky	Yes
Stephen Zehr	Yes
Rolland Zelerino	Yes

Response See above.

Request No. 3-18 Morton Solar produced a December 13, 2010 email in response to Request 2-5 informing Ms. Litkenhus about the possibility for selling SRECs from her system. Did Ms. Litkenhus contact Morton Solar to start the qualification process? If yes, on what date did Ms. Litkenhus contact Morton Solar to start the qualification process? On what date did Morton Solar initiate the qualification process?

Response Ms. Litkenhus gave Morton Solar verbal approval via telephone call. Morton Solar asked Ms. Litkenhus to provide the Executed Interconnection Agreement but she could not. Morton Solar then attempted to get the document from Vectren by Morton Solar's but was not successful. It is not possible to start the qualification process without the executed interconnection agreement.

Request No. 3-19 Referring to Mr. Morton's December 13, 2010 email to Ms. Litkenhus provided in response to Request 2-5, Mr. Morton states that "I believe you will get paid for the energy you have already produced as well." Please explain the basis for Mr. Morton's conclusion.

Response At that time, Morton Solar incorrectly thought that it was possible for customers to be paid for previously produced SREC's before the customer's system was 'qualified' to sell SREC's. Morton Solar later learned that this was not the case and that SREC's could only be sold, going forward, after the system was qualified by the Sol Systems Company. One of the initial steps to being qualified was to provide an 'Executed Interconnection Agreement' with a utility company located in Indiana, which requires a utility company personnel signature on the document. System qualification is not possible with this signed document.

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 30th day of March 2007, by and between Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc. ("Company"), and Public Library System ("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: 4111 Jackson Dr. Hamburg, IN
Type of facility: Solar Wind Other _____

Inverter Power Rating: 6K (Must have individual inverter name plate capacity of 10kW or less.)

Inverter Manufacturer and Model Number: Sunny Boy 6000 U

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: DOUGLAS KARL


Title: VP MARKETING &
CUSTOMER SERVICE

CUSTOMER

By: 

Printed Name: STEPHEN J. THOMAS

Title: DIRECTOR

	<h2>Supply and Install Solar System at Evansville, IN</h2>
	<p><i>MEL-KAY ELECTRIC CO., INC.</i></p>

Wiring the SB6000U

Wiring the DC Input

Wiring the DC Input

This subsection provides procedures for wiring the DC input from the PV array (via the DC disconnect enclosure) to the SB6000U. Figure 5-6 shows a simplified wiring diagram of a PV system.

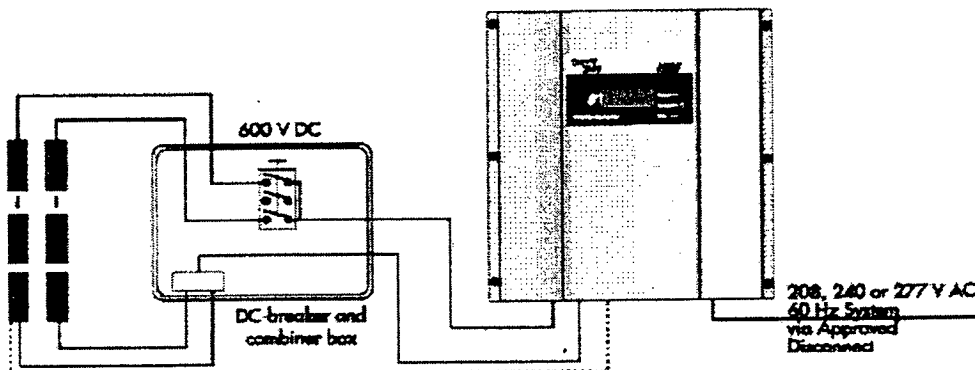


Figure 5-6 Simplified Electrical Wiring Diagram of a PV System

DC Connection Requirements



WARNING: All electrical installations must be done in accordance with all local electrical codes and with the National Electrical Code (NEC), ANSI/NFPA 70. Use #10 AWG (minimum), 90 °C (194 °F), copper wire for all DC wiring connections to the Sunny Boy. Voltage drop and other considerations may dictate that larger size wires be used.



WARNING: The DC disconnect for the inverter must have a minimum rating of 600 VDC and 30 A continuous.



Note: Use the online SMA string size calculator at www.sma-america.com to determine the correct string configuration (see Figure 5-7). To navigate to the string size calculator, click "Solar Design Tools / String Sizing" in the menu bar at the top of the home page.

7-5

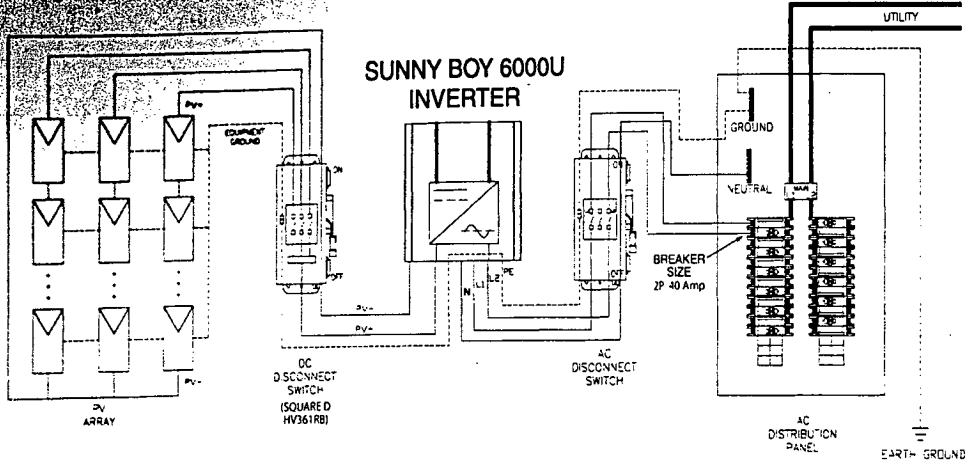
7-5 America

SB-0004-11-08-07-05

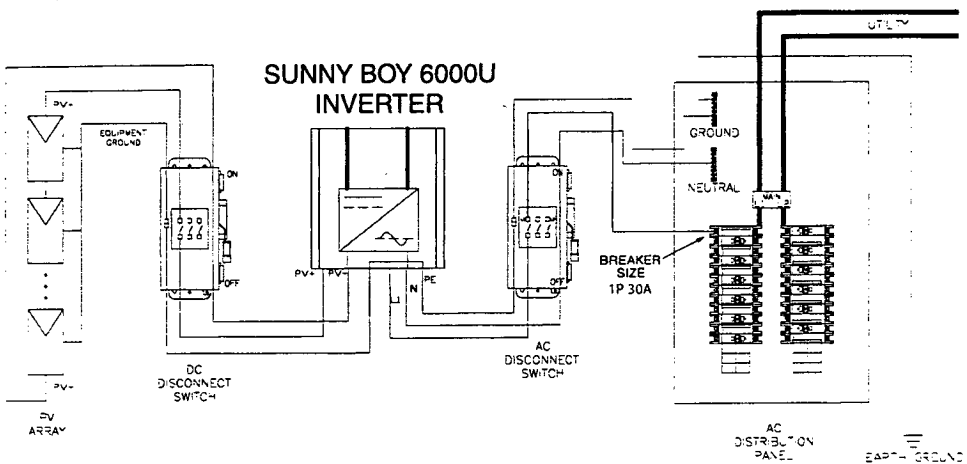
Purchase Order No. OTL #5883		TBD			
Doc. No.	04	Item No.	01	Page	81 of 222

Sunny Boy SB6000U Specifications

Sunny Boy connection for 208 and 240 V AC grids



Sunny Boy connection for 277 V AC grids



ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID MP CHRIS-9	DATE (MM/DD/YYYY) 12/26/08
PRODUCER Burnham & Flower of Indiana 315 South Kalamazoo Mall Kalamazoo MI 49007 Phone: 800-748-0554		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Town of Chrisney & Chrisney VFD Ms. Kim Litkenhus 22 E Chestnut Street Chrisney IN 47611		INSURERS AFFORDING COVERAGE INSURER A: HCC Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # _____ _____ _____ _____ _____

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L	LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PKG90210187	05/15/08	05/15/09	EACH OCCURRENCE \$ 1,000,000								
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED												
			AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
			EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="0" style="width:100%;"> <tr> <td style="width:50%;"><input type="checkbox"/> WC STATUTORY LIMITS</td> <td style="width:50%;"><input type="checkbox"/> OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	<input type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
<input type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
			OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER Vectren Electric Company	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Burnham & Flower of Indiana
---	---

24 08 10:57p

MORTON ENERGY



PO Box 9104
Evansville, IN 47724-9104
Office: (812)490-3600
Fax: (812)402-9695

FAX

TO: Ms. Ann-Marie Dougan

FAX NUMBER: (812) 491-5603

FROM: Brad Morton

DATE: 07/22/08

SUBJECT: Application for Level 1 Net-Metering Agreement

TOTAL PAGES: 7

Application For Interconnection

Level 1** - Certified* Inverter-Based Generation Equipment
10kW or Smaller

Customer Name: Bill Polk

Customer Address: 12448 Southbrook Dr, Kavbstedt, IN 47639

Home/Business Phone No.: 812-763-9446 Daytime Phone No.: 812-455-6577

Email Address (Optional): bill.polk@insightbb.com

Type of Facility:

Solar Photovoltaic Wind Turbine Other (specify) _____

Inverter Power Rating: 1.8 KW Quantity: 1 Total Rated "AC" Output: 1.8 KW

Inverter Manufacturer and Model Number: Southwest Windpower SKYSTREAM 3.7

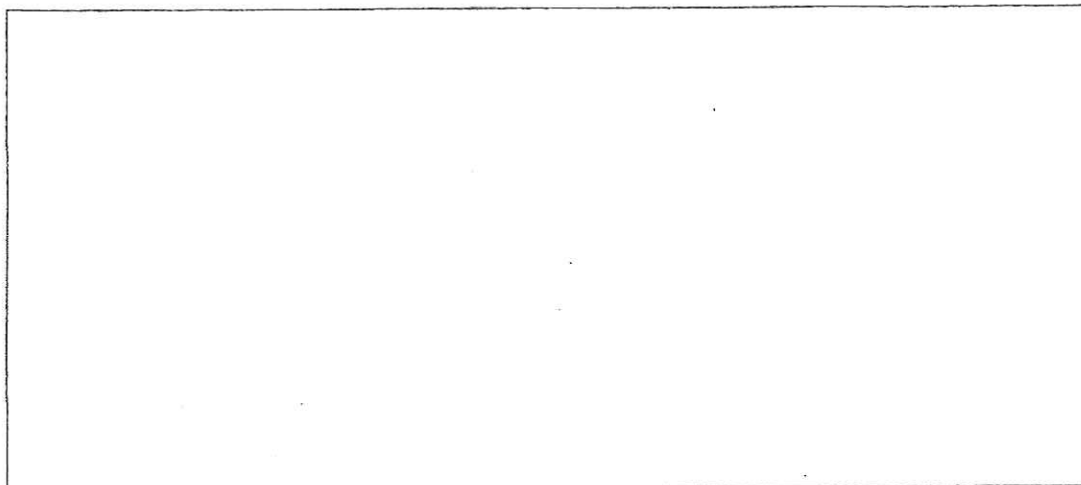
Name of Contractor/Installer: MORTON ENERGY, LLC

Address: 408 N. WILLOW RD, EVANSVILLE, IN 47711

Phone No.: (812)490-3600 Email Address (Optional): bmorton@mortonenergy.com

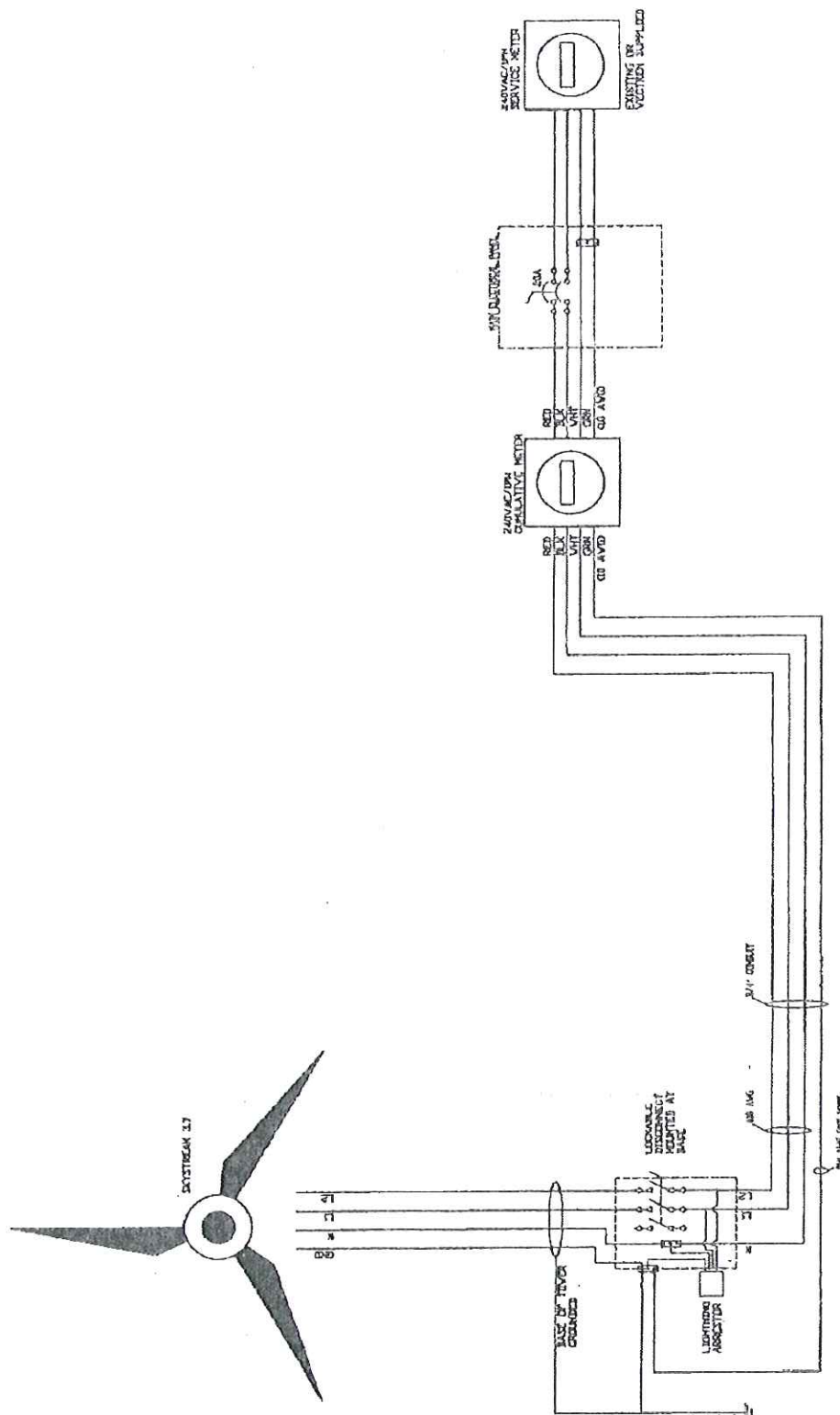
Attach documentation confirming that a nationally recognized testing and certification laboratory has listed the equipment.

Attach a single line diagram or sketch one below that includes all electrical equipment from the point where service is taken from Vectren Energy Delivery of Indiana, Inc. to the inverter which includes the main panel, sub-panels, breaker sizes, fuse sizes, transformers, and disconnect switches (which may need to be located outside and accessible by utility personnel).



* Certified as defined in 170 Indiana Administrative Code 4-4.3-5.

** Level 1 as defined in 170 Indiana Administrative Code 4-4.3-4(a).



MORTON ENERGY
RENEWABLE ENERGY PRODUCTS & SERVICES
PO BOX 800 INDIANVILLE IN 47724-0004 - (812) 492-3400

CUSTOMER: RILL PEELK
EXISTING OR VECTURED SUPPLIED

STANDARD TERMINALS (VALUES PROVIDED)
PHASOR = A 17/2

PROJECT: SWITZERLAND 3.7

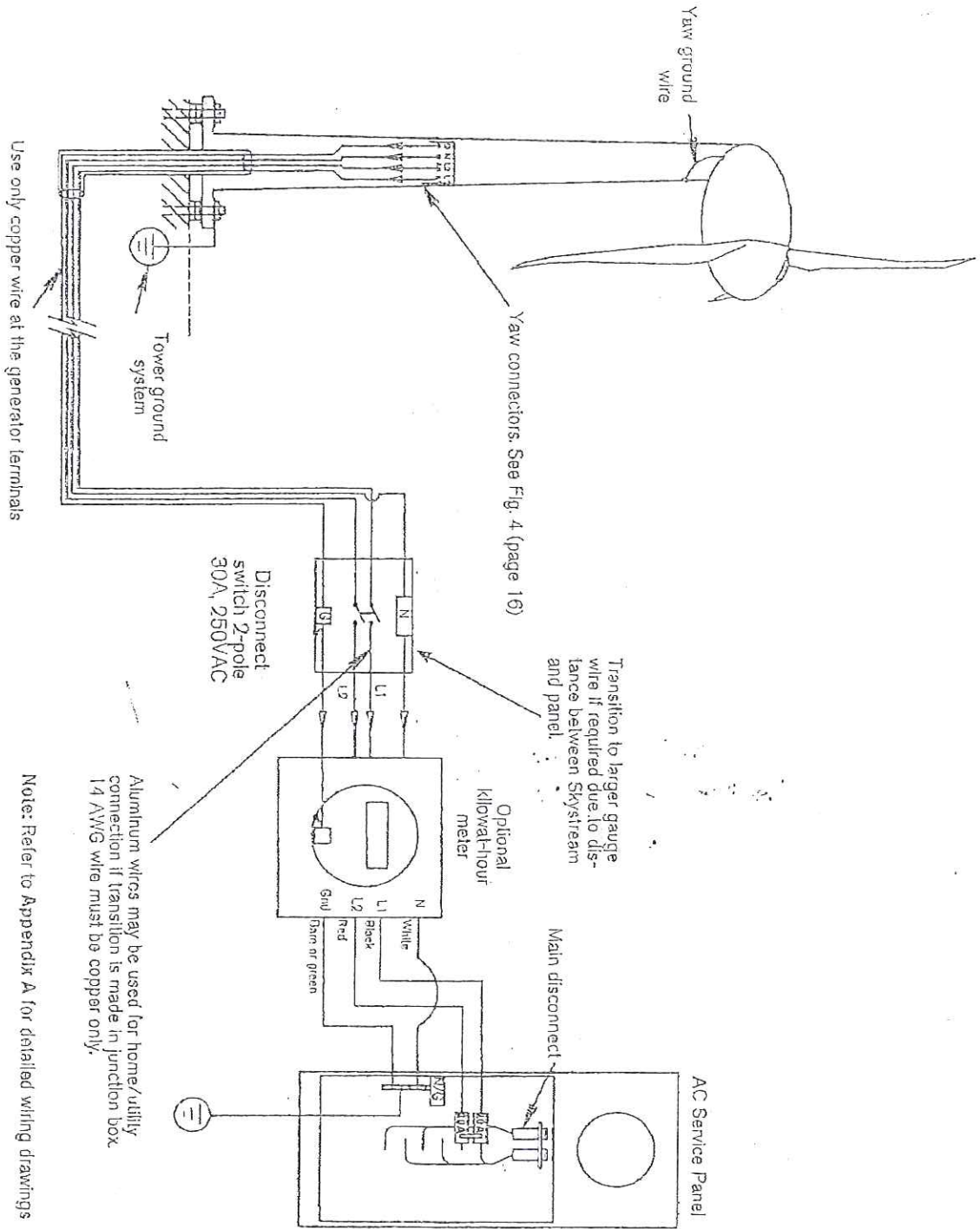
DATE: 7/20/08

SCALE: 1" = 10'

JOB NO.:

14 Skystream 3.7™ Owner's Manual

Fig. 3 Wiring diagram, 240V, 60Hz, split phase.



Note: Refer to Appendix A for detailed wiring drawings

Aluminum wires may be used for home/utility connection if transition is made in junction box. 14 AWG wire must be copper only.

Transition to larger gauge wire if required due to distance between Skystream and panel.

Disconnect switch 2-pole 30A, 250VAC

Optional kilowatt-hour meter

Main disconnect

AC Service Panel

Use only copper wire at the generator terminals

Yaw connectors. See Fig. 4 (page 16)

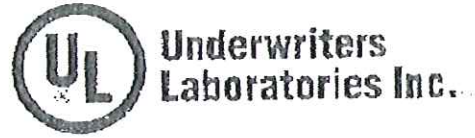
Yaw ground wire

Tower ground system

Certificate of Compliance

Certificate Number: 20083004E300731
Report Reference: E300731
Issue Date: 2008 April 30

Page 1 of 2



Issued to: Southwest Windpower Inc

1801 W Rte 66
Flagstaff, AZ 86001
United States

This is to certify that representative samples of

Skystream Inverter
Component inverter for use with Skystream wind turbine, Utility Interactive Ready

Have been investigated by Underwriters Laboratories Inc. in accordance with the Standard(s) indicated on this Certificate.


Standard(s) for Safety:

UL 1741, Standard for Safety for Inverters; Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources, 1st Ed.; IEEE 1547-2003; CAN/CSA-C22.2 No.107.1-01, 3rd Ed.

Additional Information:

Output configuration: 120/240V, L-N-L, Oper. voltage range Vac: 212-264; or 120/208V, L-N-L, Oper. voltage range Vac: 183-229; Normal out frequency Hz: 60.0; Operating frequency range Hz: 59.3-60.5; Rated output current Aac: 10.0; Rated continuous output power kW@25 °C: 1.8; Rated continuous output power kW@50°C: 1.4; Max. peak output kW: 2.4; Surge Rating B3

Only those products bearing the UL Recognized Component Mark should be considered as being covered by UL's Recognition and Follow-Up Service.

The UL Recognized Component Mark generally consists of the manufacturer's identification and catalog number, model number or other product designation as specified under "Marking" for the particular Recognition as published in the appropriate UL Directory. As a supplementary means of identifying products that have been produced under UL's Component Recognition program, UL's Recognized Component Mark  may be used in conjunction with the required Recognized Marks. The Recognized Component Mark is required

Look for the UL Recognized Component Mark on the product

Issued by *Jake West*

Jake West, Associate Project Engineer

Underwriters Laboratories Inc.

For information and documentation involving UL Mark services are provided on behalf of Underwriters Laboratories Inc., UL Inc. and its affiliates off of its corporate office in the United States of America contact (877) 463-1111

Reviewed by *John W Carr*

John W Carr, Sr. Project Engineer

Underwriters Laboratories Inc.

SKYSTREAM 3.7™

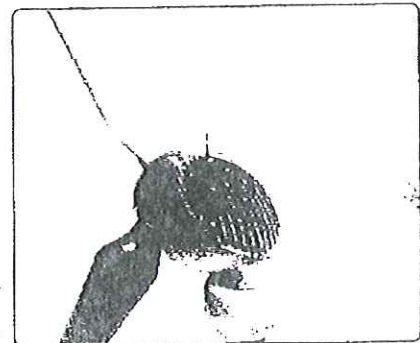
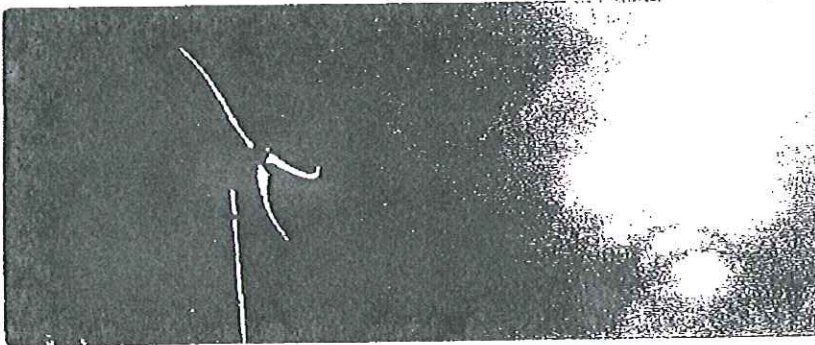
Inverter Specifications

Manufacturer:	Southwest Windpower
Model:	Skystream 3.7
Rated Capacity:	1.8 kW rated 2.4 kW peak
Configuration:	120/240V (L-N-L), 120/208V (L-N-L), 240V (L-N), 120V (L-N)*
Nominal output voltage (ac):	1.0
Operating voltage range (ac):	212-264V
Operating frequency range:	59.3-60.5 Hz
Max continuous output current:	10A 11.5A
Max ambient temperature:	50 C. output power is reduced above 60 C. nacelle temperature
Rate Power Factor (%):	99%
Inverter Type:	(Ferroresonant, step, pulse-width modulation) PWM
Harmonic Distortion:	PER UL 1741/ IEEE 1547 (2003)
Total Harmonic Distortion:	2.7% at 2400 W, meets UL 1741 and IEEE 1547 requirements
Grid Feeding:	Southwest Windpower Utility Interactive Inverter 240 VAC**
Frequency Accuracy:	+/- 0.02 Hz
Voltage Accuracy:	+/- 2.0V (L-N)
Maximum System voltage:	350VAC (corresponding to 350RPM of the Skystream 3.7 wind turbine alternator)
Surge Rating:	IEEE1547 Surge Rating B3
Enclosure type:	3R (Rainproof)

Utility Interactive Ready

Meets UL 1741, Standard for Safety for Inverters, Converters, Controllers and Interconnections System Equipment for Use with Distributed Energy Resources, 1st Ed.; CAN/CSA-C22.2 No.107.1-01, 3rd Ed., General Use Power Supplies.

* 120V single phase configuration provides reduced output power of 1kW (this can be added as footnote)
**See Configuration for grid voltage types



Southwest Windpower
1801 W. Route 66 • Flagstaff, AZ 86001
Tel 928.779.9463 • Fax 928.779.1485
www.skystreamenergy.com

Makers of **MADE IN USA**
Skystream 3.7™
Air Breeze
Whisper 100/200/500

SKYSTREAM 3.7™



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 24 day of September, 2008 by and between Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc. ("Company"), and William F. Polk ("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: 12448 South Brook Dr. Harbetsford IN 47639

Type of facility: Solar Wind Other _____

Inverter Power Rating: 1.8KW (Must have individual inverter name plate capacity of 10KW or less.)

Inverter Manufacturer and Model Number: Sky Stream 37 Southwest Wind power

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.

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 24TH day of SEPTEMBER, 2008, by and between Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc. ("Company"), and WILLIAM F. POLK ("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: 12448 SOUTH BROOK DRIVE, HAUBSTADT, IN 47639

Type of facility: Solar Wind Other _____

Inverter Power Rating: 1.8 kW (Must have individual inverter name plate capacity of 10kW or less.)

Inverter Manufacturer and Model Number: SKYSTREAM 3.7 SOUTHWEST WINDPOWER

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.

Application For Interconnection

Level 1** - Certified* Inverter-Based Generation Equipment
10kW or Smaller

Customer Name: William Folk

Customer Address: 12448 South Brook Dr. Harbstadt IN 47639

Home/Business Phone No.: 812-768-9446 Daytime Phone No.: 812-455-6577

Email Address (Optional): bill.folk@insightbb.com

Type of Facility:

Solar Photovoltaic Wind Turbine Other (specify) _____

Inverter Power Rating: 1.8KW Quantity: 1 Total Rated "AC" Output: _____

Inverter Manufacturer and Model Number: Skystream 3.7

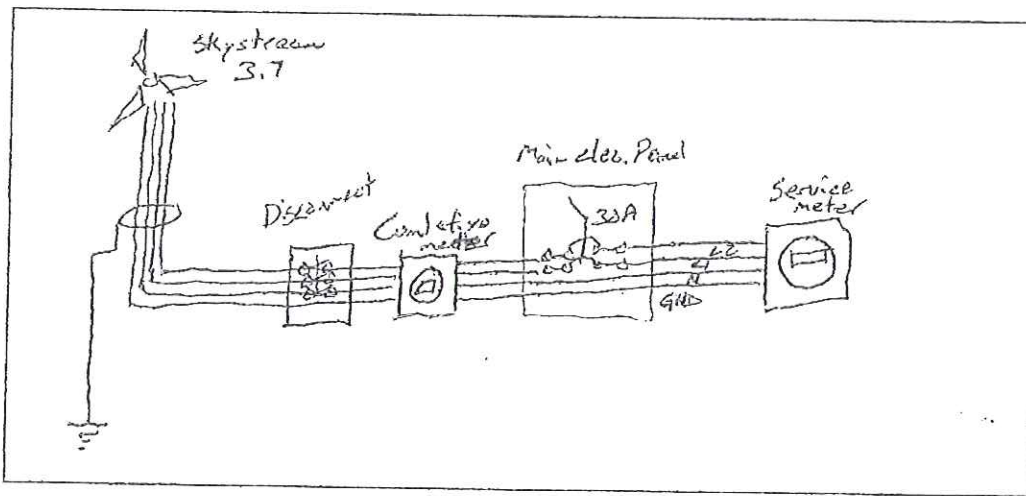
Name of Contractor/Installer: Morton Energy

Address: PO Box 9104 Evansville IN 47724

Phone No.: 812-490-3600 Email Address (Optional): _____

Attach documentation confirming that a nationally recognized testing and certification laboratory has listed the equipment. Emailed to Ann Marie Dougen

Attach a single line diagram or sketch one below that includes all electrical equipment from the point where service is taken from Vectren Energy Delivery of Indiana, Inc. to the inverter which includes the main panel, sub-panels, breaker sizes, fuse sizes, transformers, and disconnect switches (which may need to be located outside and accessible by utility personnel).



* Certified as defined in 170 Indiana Administrative Code 4-4.3-5.

** Level 1 as defined in 170 Indiana Administrative Code 4-4.3-4(a).

William Folk 9/21/08

Work Tracking System

Printed On: 12/10/2013

Respondent's Exhibit AMS-7

Page 1 of 12

Premise ID: 51908
 Name: KRISTA POLK
 Addr: 12448 BROOK DR
 Misc:
 Township:
 City: HAUBSTADT
 State: IN Zip Code: 47639
 District: F County: 6
 Phone (Work): 455-6577
 Phone (Home): 812-455-6573

Site Information:

Subdivision: COUNTRY AYRE II
 Lot Number: 14
 Directions to Site:
 OFF OLD STATE RD

Square Feet:
 New Home?: Y Swimming Pool?: N
 Septic System?: Y Invisible Fence?: N
 Sprinkler System?: N In-ground Lighting?: N
 Future Const.?: N CATV-Satellite?: N

Electric Service:

Temporary Tariff:
 Saw Service?: Rev. Class:
 Charges:

Amps: 200 / Water Htr?: Y
 Volts: 120 / 240 AC: 3.0
 Phase: 1 Tariff: 50
 Wires : 3 Rev. Class: 1A4
 Heat: Charges?:

Gas Service:

Heat (CFH): 0
 Water Heater?:
 Total CFH Required: 145
 Tariff: 11
 Revenue Class: 2A2
 PSIG:
 Charges?:
 Conversion:

Other Information:

Social Security #:
 Employer:
 Spouse's Name:
 Business Type:

Service Order Requests:

Billing

Contact Name: KRISTA POLK
 Address 1: 810 S 5TH ST
 Address 2:
 City: BOONVILLE
 State: IN
 Zip Code: 47601
 Phone (Work):
 Phone (Home): 812-455-6573

Mailing

Contact Name: KRISTA POLK
 Address 1: 810 S 5TH ST
 Address 2:
 City: BOONVILLE
 State: IN
 Zip Code: 47601
 Phone (Work):
 Phone (Home): 812-455-6573

Date	Comment	Type	Init
1/4/2002	REQUEST ID FOREMAN CHANGED FROM TO DZ	U	BMS
1/4/2002	REQUEST ID 45197 FOREMAN CHANGED FROM TO DZ	U	BMS
1/4/2002	REQUEST ID IS A NEW GAS SERVICE FOR A COMMERCIAL CUSTOMER. EFV INFO NOT SENT.	EFV	BMS
1/4/2002	REQUEST ID FOREMAN CHANGED FROM TO DZ	G	BMS
1/4/2002	RUN NEW ELECTRIC LINES	G	BMS
1/4/2002	RUN NEW GAS LINES CONTACT 812-455-6573 KRISTA	G	BMS
1/4/2002	EFV LETTER SENT	G	BMS
1/4/2002	REQUEST ID 45198 FOREMAN CHANGED FROM TO DZ	G	BMS
1/4/2002	REQUEST ID 45198 FOREMAN CHANGED FROM TO DZ	G	BMS
1/8/2002	LOCATE REF #02009228 FRIDAY JAN 11 CUSTOMER READY FOR SERVICE		DZ
1/14/2002	SERVICE COMPLETED 1-11-02 NEED BANNER FOR GAS AND ELECTRIC	G	DZ
1/14/2002	REQUEST ID 45197 CIS ORDER CREATED ON 1/14/02	U	MAB
1/14/2002	REQUEST ID 45198 CIS ORDER CREATED ON 1/14/02	G	MAB

Date	Comment	Type	Init
7/30/2008	ELE MORTON ENERGY BRAD 490 3600, PER AMD THIS WILL BE NET METERING.	C	RFL
8/1/2008	THIS IS NET METERING, SENDING TO DESIGN FOR ENGR OF LAYOUT	C	AMD
8/4/2008	THIS HAS BEEN ASSIGNED TO ZCS, PLEASE SEE JMC BEFORE MEETING WITH CUSTOMER	C	JMC
8/25/2008	CALLED CUSTOMER AND LEFT MESSAGE		ZCS
8/26/2008	MEETING WITH CUSTOMER 8/29/08 @ 2PM	G	ZCS
8/29/2008	CUSTOMER HAS BEEN INSTRUCTED TO INSTALL DISCONNECT FOR WINDMILL AT METERING LOCATION.	C	ZCS
8/29/2008	CUSTOMER WILL BE READY FOR INSTALL WHEN BI-DIRECTIONAL METERS ARRIVE.	C	ZCS
10/6/2008	REQUEST ID 94844 FOREMAN CHANGED FROM TO DZ	C	ZCS
2/16/2009	ON 10/16/08 METER 274649 (ALL 0'S) WAS SET AS A BI-DIRECTIONAL NET METER FOR THIS ADDRESS WITH WINDMILL.		JAW

ID#	Acct#	Typ	FSCR	SO#	Status	LDC	Received	Required	Site Ready?	Schedule	Installed	Inspected	Meter Set	Cnst. Rec	WO#	R/X	Canceled	EFV		Init
																		Notice	Reqd?	
45197	01-300279935-1273682	U		88524	COMP		01/04/200:		01/04/200: N		01/11/200:		01/15/200:	01/04/200:					N	BMS
45198	01-300279935-1273682	G		88524	COMP		01/04/200:		01/04/200: N		01/11/200:		01/15/200:	01/04/200:					N	BM
94844	01-300279935-1273682	C	AMD		COMP	ZCS	07/30/200:		07/30/200: N		10/16/200:		10/16/200:	10/06/200:					N	RFL

Schapker, Ann-Marie E.

From: Dougan, Ann-Marie E.
Sent: Thursday, September 25, 2008 8:07 AM
To: Starkey, Zach; Williams, Jason L.
Subject: FW: RE: RE: Application for 10Kw Wind Turbine Interconnection
Attachments: 1--0374_Skystream_Inverter_spec.pdf; Skystream_Diagram.pdf;
UL_Certificate_Compliance_20080430-085214.pdf

FYI....they are ready for service. I am just waiting for the insurance hard copy and the agreement.
Thanks,
Ann-Marie

From: Bill Polk [<mailto:bill.polk@insightbb.com>]
Sent: Wednesday, September 24, 2008 8:54 PM
To: Dougan, Ann-Marie E.
Subject: Re: RE: RE: Application for 10Kw Wind Turbine Interconnection

Ann-Marie,
Attached you will find the UL certification, as well as a line drawing for the system.
My wife will be dropping off the hardcopy of our insurance policy, and the completed document you provided below tomorrow
However, I did not see a place to sign it. I did go ahead and sign at the bottom of the page.
Thank you for all of your help,
Please let me know if there is anything else needed,
Bill Polk

Bill Polk <bill.polk@insightbb.com>

> Bill,
>
>
>
>
> I will need the hard copy as well as the signed attached
> agreement. You
> may send it to me at:
>
> Attn: Ann-Marie Dougan

> Thank you,

>

>

>

> Ann-Marie Dougan

>

> Residential/Commercial Sales Representative

>

> VECTREN

>

> 1 N. Main Street

>

> P.O. Box 209

>

> Evansville, IN 47702-0209

>

> 812-491-4604 phone

>

> 812-491-4777 fax

>

> adougan@vectren.com

>

>

>

>

>

>

> From: Bill Polk [<mailto:bill.polk@insightbb.com>]

> Sent: Monday, September 15, 2008 4:04 PM

> To: Dougan, Ann-Marie E.

> Subject: Re: RE: Application for 10Kw Wind Turbine Interconnection

>

>

>

> Ann-Marie,

>

> I fully understand. There is a lot of damage over a wide area.

>

> I have gone on-line looking for something from our insurance company
> that would meet your request.

>

> Attached is a screen shot of the best I have found.

>

>
> Bill Polk
>
> ----- Original Message -----
> From: "Dougan, Ann-Marie E." <ADougan@Vectren.com>
> Date: Monday, September 15, 2008 13:30
> Subject: RE: Application for 10Kw Wind Turbine Interconnection
> To: Bill Polk <bill.polk@insightbb.com>
>
>> Bill,
>>
>>
>>
>> I apologize for not getting back earlier today; I am working
> the storm
>> outage.
>>
>>
>>
>> What I need is proof of homeowners, providing coverage in the
>> amount of
>> at least one hundred thousand dollars (\$100,000) for the
>> liability of
>> the insured against loss arising out of the use of the net metering
>> facility. It must remain for the term of the
>> interconnection with
>> Vectren's system. I have paraphrased this, but, if you
> can
>> supply me a
>> copy of your insurance showing the amount and name. You
>> can see this in
>> more detail at www.vectren.com
>>
> <<http://www.vectren.com/>> (you
>> will navigate to Learn More, Regulatory Information, SIGECO Electric
>> Tariff, and the net metering tariff is on sheet 52 (this
> specifically> page 2 of 4).
>>
>>
>>
>> If you need more information or I am not clear, I will call

*14-21st
Jke - outage history*

>>
>>
>>
>>
>> From: Bill Polk [<mailto:bill.polk@insightbb.com>]
>> Sent: Friday, September 12, 2008 3:14 PM
>> To: Dougan, Ann-Marie E.
>> Subject: RE:Application for 10Kw Wind Turbine Interconnection
>>
>>
>>
>> Hello Ann-Marie,
>>
>> Just received a call from Brad Morton.
>>
>> He said you are requesting proof of insurance for our home.
>>
>> Pardon for my ignorance, what would be acceptable for this proof?
>>
>> Bill Polk
>>
>>
>> DISCLAIMER:
>> +++The information transmitted is intended only for designated
>> recipient(s) and may contain confidential and/or privileged
>> material. Any review, retransmission, dissemination or other
>> use
>> of, or taking of any action in reliance upon, this information
>> by persons or entities other than the intended recipient is
>> prohibited. If you received this in error, please contact the
>> sender and do not retain but destroy any copies of this
> document.+++>
>
> DISCLAIMER:
> +++The information transmitted is intended only for designated
> recipient(s) and may contain confidential and/or privileged
> material. Any review, retransmission, dissemination or other use
> of, or taking of any action in reliance upon, this information
> by persons or entities other than the intended recipient is
> prohibited. If you received this in error, please contact the
> sender and do not retain but destroy any copies of this document.+++.

Schapker, Ann-Marie E.

From: Brad Morton <bmorton@mortonenergy.com>
Sent: Thursday, September 11, 2008 11:54 AM
To: Dougan, Ann-Marie E.
Subject: Bill Polk Net-Metering Agreement

This email has been archived. Double-click the email to retrieve it from the archive.

Ann-Marie,

We will have the wind turbine installed next week at the Gibson County residence of Bill Polk (Warrenton, Indiana).

Could you give me an update on where we are at with the net-metering agreement and the bi-directional meter that will need to be installed by Vectren?

Thanks,

Brad Morton

Morton Energy, LLC

Evansville, Indiana

Ph: 812-490-3600

Cell: 812-453-1924

Fax: 812-402-9695

No virus found in this outgoing message.
Checked by AVG.
Version

Attachments:

[image001.jpg](#)

(5 KB)

Schapker, Ann-Marie E.

From: Dougan, Ann-Marie E.
Sent: Friday, September 12, 2008 8:40 AM
To: 'Brad Morton'
Subject: RE: Application for 10Kw Wind Turbine Interconnection

This email has been archived. Double-click the email to retrieve it from the archive.

Thank you.

Do you have the Agreement (not application) for Polk? I have one for the Chrisney project but not Polk. Also, I need the proof of insurance for both. Do I need to call the customer's for those or will you be supplying them?

Thank you,

Ann-Marie

From: Brad Morton [<mailto:bmorton@mortonenergy.com>]
Sent: Thursday, September 11, 2008 3:54 PM
To: Dougan, Ann-Marie E.
Subject: FW: Application for 10Kw Wind Turbine Interco

Attachments:

[image001.jpg](#)

(5 KB)

Schapker, Ann-Marie E.

From: Brad Morton <bmorton@mortonenergy.com>
Sent: Friday, September 12, 2008 2:12 PM
To: 'Bill Polk'
Cc: Dougan, Ann-Marie E.
Subject: FW: Application for 10Kw Wind Turbine Interconnection

This email has been archived. Double-click the email to retrieve it from the archive.

Bill,

Vectren needs a copy of your proof of insurance for your home.

Could you get that to Ann-Marie Dougan of Vectren?

Her email address is: ADougan@Vectren.com.

Thanks,

Brad Morton

From: Dougan, Ann-Marie E. [<mailto:ADougan@Vectren.com>]
Sent: Friday, September 12, 2008 8:40 AM
To: Brad Morton
Subject: RE: Application for 10Kw Wind Turbine Interconnection

Thank you.

Do you have the Agreement (not application) for Pol

Attachments:

[image001.jpg](#)

(5 KB)

Schapker, Ann-Marie E.

From: Bill Polk <bill.polk@insightbb.com>
Sent: Friday, September 12, 2008 3:14 PM
To: Dougan, Ann-Marie E.
Subject: RE:Application for 10Kw Wind Turbine Interconnection

This email has been archived. Double-click the email to retrieve it from the archive.

Hello Ann-Marie,
Just received a call from Brad Morton.
He said you are requesting proof of insurance for our home.
Pardon for my ignorance, what would be acceptable for this proof?
Bill Polk

Schapker, Ann-Marie E.

From: Brad Morton <bmorton@mortonenergy.com>
Sent: Friday, September 12, 2008 2:10 PM
To: Dougan, Ann-Marie E.
Subject: RE: Application for 10Kw Wind Turbine Interconnection

This email has been archived. Double-click the email to retrieve it from the archive.

Ann-Marie,

No, we have not received anything back from Vectren for Polk.

The Town of Chrisney will have the proof of insurance for the library.

I will contact Bill Polk for his.

Thanks,

Brad Morton

From: Dougan, Ann-Marie E. [<mailto:ADougan@Vectren.com>]
Sent: Friday, September 12, 2008 8:40 AM
To: Brad Morton
Subject: RE: Application for 10Kw Wind Turbine Interconnection

Thank you.

Do you have the Agreement (not app

Attachments:

[image001.jpg](#)

(5 KB)

Schapker, Ann-Marie E.

From: Bill Polk <bill.polk@insightbb.com>
Sent: Monday, September 15, 2008 4:04 PM
To: Dougan, Ann-Marie E.
Subject: Re: RE: Application for 10Kw Wind Turbine Interconnection

This email has been archived. Double-click the email to retrieve it from the archive.

Ann-Marie,
I fully understand. There is a lot of damage over a wide area.
I have gone on-line looking for something from our insurance company that would meet your request.
Attached is a screen shot of the best I have found.
I can also send you a hard copy of our current policy.
If I can get your address.

Please let me know if you have any questions,
Thanks again,
Bill Polk

----- Original Message -----
From: "Dougan, Ann-Marie E." <ADougan@Vectren.com>
Date: Monday, September 15,

Attachments:

[Insurance coverages.xlsx](#)

(152 KB)

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 24 day of September, 2008 by and between Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc. ("Company"), and William F. Polk ("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: 12448 South Brook Dr. Harbestad IN 47639

Type of facility: Solar Wind Other _____

Inverter Power Rating: 1.8KW (Must have individual inverter name plate capacity of 10kW or less.)

Inverter Manufacturer and Model Number: Sky Stream 3.7 Southwest Wind power

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 "justify" (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: [Signature]
Printed Name: William F. Polk
Title: 9/24/08

By: _____
Printed Name: _____
Title: _____

**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 24TH day of SEPTEMBER, 2008, by and between Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc. ("Company"), and WILLIAM F. POLK ("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: 12448 SOUTH BROOK DRIVE, HAUBSTADT, IN 47639

Type of facility: Solar Wind Other _____

Inverter Power Rating: 1.8 kW (Must have individual inverter name plate capacity of 10kW or less.)

Inverter Manufacturer and Model Number: SKYSTREAM 3.7 SOUTHWEST WINDPOWER

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.

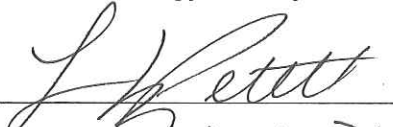
In the event that Customer and Company are unable to agree on matters relating to this Agreement, either Customer or Company may submit a complaint to the Commission in accordance with the Commission's applicable rules.

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.

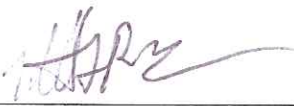
Customer's use of the Generation Facilities is subject to the rules and regulations of Company, including Company's General Terms and Conditions for Electric Service, as contained in Company's Retail Electric Tariff, as the same may be revised from time to time with the approval of the Commission. Both 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: A. Douglas Pettit
Title: VP Marketing & Conservation

CUSTOMER

By: 
Printed Name: WILLIAM F. POLK
Title: _____

Schapker, Ann-Marie E.

From: Dougan, Ann-Marie E.
Sent: Monday, October 06, 2008 8:34 AM
To: Moore, Tom; Van Bibber, Brad; Starkey, Zach
Subject: FW: Wind Turbine Commissioning

This email has been archived. Double-click the email to retrieve it from the archive.

From: Brad Morton [<mailto:bmorton@mortonenergy.com>]
Sent: Monday, October 06, 2008 7:38 AM
To: bmorton@mortonenergy.com
Subject: Wind Turbine Commissioning

You are invited to attend the Commissioning event of the Polk Residential Wind Turbine located in Warrenton, Indiana.

The unit is the first wind turbine to be net-metered with Vectren in SW Indiana and should supply approximately 50% of a typical home's energy needs.

Please see

Attachments:

image001.jpg	(5 KB)
Invitation.pdf	(36 KB)

Schapker, Ann-Marie E.

From: Dougan, Ann-Marie E.
Sent: Monday, October 06, 2008 9:27 AM
To: Moore, Tom
Subject: RE: Wind Turbine Commissioning

This email has been archived. Double-click the email to retrieve it from the archive.

I think so. I am off since the kids are out of school but, was planning on going....I was hoping it was going to be Thursday.

From: Moore, Tom
Sent: Monday, October 06, 2008 9:11 AM
To: Dougan, Ann-Marie E.
Subject: RE: Wind Turbine Commissioning

Are you planning on attending?

From: Dougan, Ann-Marie E.
Sent: Monday, October 06, 2008 8:34 AM
To: Moore, Tom; Van Bibber, Brad; Starkey, Zach
Subje

Attachments:

[image001.jpg](#)

(5 KB)

Schapker, Ann-Marie E.

From: Dougan, Ann-Marie E.
Sent: Thursday, October 09, 2008 1:06 PM
To: Moore, Tom
Subject: Polk Wind Turbine

This email has been archived. Double-click the email to retrieve it from the archive.

Tom,

I am going to be up there tomorrow at 3 as I will have him sign another agreement and think it is important for me to be there.

Thanks,

Ann-Marie Dougan

Residential/Commercial Sales Representative

VECTREN

1 N. Main Street

P.O. Box 209

Evansville, IN 47702-0209

812-491-4604 phone

812-491-4777 fax

adougan@vectren.com

Attachments:

GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE

(Continued)

(c) Curtailment Notification

If advance notification is possible, Company shall provide notification of Curtailment in the most effective manner possible and with as much advance notice as reasonably possible, considering the circumstances and the number of Customers to be notified.

(d) Lifting of Curtailment

Service shall be restored to Customers pursuant to Company's Capacity and Energy Emergency Plans.

(e) A Customer who is mandated to curtail energy use, either by order of an appropriate governmental agency or under application of these General Terms and Conditions, and who solely because of the mandate becomes subject to the ratchet provisions of an applicable Rate Schedule, will for the period during which the mandate is in effect be exempt from meeting the provisions of the ratchet requirements of the Rate Schedule.

19. FACILITIES EXTENSIONS/MODIFICATIONS

(a) Determination of Customer deposits hereunder, and conditions of refund of same, shall be separate and distinct from determination of required deposits under Rule 8.

(b) As used in this Rule 19, "extensions" shall refer to extension or modification of Company facilities required in order to provide electric service as requested by Customer(s) or prospective Customer(s).

(c) Upon request for Electric Service by initial applicants (a Customer, prospective Customer or a group of prospective Customers located in the same area), Company will extend or modify, without charge, its facilities including wires, poles, transformers and other equipment necessary to provide the service, provided:

(1) that Company's estimate of its Fixed Cost Revenue from such Electric Service(s) provided to initial applicant(s) for a period of three (3) years is equivalent to or in excess of Company's estimate of the cost of providing such facilities; and

(2) the prospective patronage or demand is of such permanency as to warrant the capital expenditure involved.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE

(Continued)

- (d) If the cost of the facilities necessary to provide the Electric Service requested by initial applicant(s) exceeds the total estimated Fixed Cost Revenue from such extension as provided in (c) above, Company shall make such extension under the following conditions:
- (1) Upon adequate provision for payment to Company by initial applicant(s) of that part of the estimated cost in excess of the without-charge limit as provided in (c) above (a facilities extension deposit); or
 - (2) If in the opinion of Company (a) the estimated cost of such extension and the prospective revenue to be received from it is so meager or speculative as to make it doubtful whether the Fixed Cost Revenue from the extension would ever pay a fair return on the investment involved in such extension, or (b) in a case of real estate development, with slight or no immediate demand for service, or (c) in the case of an installation requiring extensive equipment with slight or irregular service, or (d) the estimated cost of the extension otherwise places Company and/or other customers at risk of recovering the costs associated with the investment; then in any of the above cases Company may require, in advance of materials procurement or construction, a deposit or adequate provision of payment from the initial applicant(s) in the amount of the total estimated cost of construction and other improvements.
 - (3) Deposits held may be returned to initial non-residential applicant(s) based on the amount of Fixed Cost Revenue received by Company, for a period of three (3) years and up to the amount of the original deposit, in at least annual installments.
 - (4) Initial applicant(s) may, at its (their) option, submit, or require Company to submit, to the Commission the terms of service and deposit determined by Company under (d)(1) or (d)(2) for review and determination as to the reasonableness of said terms.
 - (5) For each new Customer, exclusive of the initial applicant(s) considered in the making of an extension, connected to such an extension within the period of six (6) years from the completion of such extension, Company shall refund to such initial applicant(s), in proportion to their respective contribution(s) toward the cost of such extension, an amount equal to three (3) times the estimated annual Fixed Cost Revenue from such new Customer(s), less the cost to serve such new Customer(s), but the total of all refunds to any such initial applicant(s) shall in no event exceed the individual contribution of such applicant, and the total of all refunds to all initial applicant(s) in aggregate shall in no event exceed the total aggregate deposit of all initial applicant(s). Such estimated Fixed Cost Revenue from new Customer(s) shall also be subject to the provisions of (d)(2) above.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE

(Continued)

- (6) In the event that the initial applicant(s) is (are) required by (d) above to make any deposit, Company shall upon request make available to the initial applicant(s):
- (a) the information used to establish the basis for the applicable deposit amount; and
 - (b) the information used to establish the basis for the estimated total Fixed Cost Revenue for a period of three (3) years to be realized by Company from permanent and continuing Customers on such extension.
- (e) Company shall not be required to make extension as provided in this Rule 19 unless Customer(s) to be initially served by such extension upon its installation has (have) entered into an agreement with Company setting forth the obligations and commitments of the parties, which may require Customer to provide a satisfactory deposit or adequate provision of payment to Company of the performance of Customer's (or Customers') obligations thereunder.
- (f) Company reserves the right, with respect to Customers whose establishments are remote from Company's existing suitable facilities, whose potential load qualifies for Rider ED or Rider AD, or other economic development rider as may be applicable and in Company's tariff, or whose load characteristics or load dispersal require unusual investments by Company in service facilities, to make special agreements as to duration of contract, reasonable guarantee of revenues, or other service conditions.

Effective: May 3, 2011

LAW OFFICE OF
JACK R. ROBINSON
122 SOUTH THIRD STREET
P. O. BOX 61
ROCKPORT, INDIANA 47635
TELEPHONE (812) 649-5011
FAX (812) 649-5012

November 5, 2008

Vectren Energy Delivery of Indiana, Inc.
Attn: Ann-Marie Dougan, Commercial Sales Representative
1 N. Main Street
P.O. Box 209
Evansville, IN 47702-0209

Re: Chrisney Branch Library
Minimum Use Contract

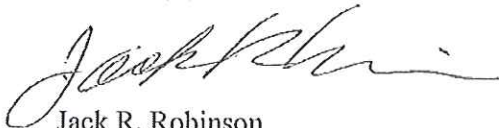
Dear Ms. Dougan:

Please find enclosed the Two and One Half Year Minimum Use Contract for Electric Service duly signed by Neal Dougan, President of the Chrisney Town Council.

The Clerk-Treasurer of the Town has advised me that she has signed and returned the Interconnection Agreement. Please advise me when this will be signed and returned to Chrisney by Vectren.

Thank you for expediting this matter.

Very truly yours,



Jack R. Robinson
Attorney, Town of Chrisney

JRR/jrs
cc: Town of Chrisney

Electric WO # 08585646230

Acct # 01-300111443-1270168

Account Manager: AMD

TWO AND ONE HALF YEAR MINIMUM USE CONTRACT
FOR ELECTRIC SERVICE

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

SECTION 1

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

SECTION 2

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

section 1 (b) above.

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

SECTION 3

The PARTIES agree

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

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

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

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

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

The following exhibits are attached and incorporated by reference:

Exhibit A	Description of Property
Exhibit B	Rate/Tariff

WITNESS the signatures of authorized representatives of the PARTIES:

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

L. Douglas Petitt
Vice President Marketing and Conservation

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

President of Town Council
(Its)

EXHIBIT 'B'

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

Sheet No. 15
Original Page 1 of 2

RATE DGS
DEMAND GENERAL SERVICE

AVAILABILITY

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

APPLICABILITY

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

CHARACTER OF SERVICE

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

RATES AND CHARGES

The monthly Rates and Charges for service hereunder shall be:

Customer Facilities Charge:
\$11.00 per month

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

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

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

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

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

TRANSFORMER OWNERSHIP DISCOUNT

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

Effective: August 17, 2007

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

Sheet No. 15
Original Page 2 of 2

RATE DGS
DEMAND GENERAL SERVICE

(Continued)

Appendices:

The following Appendices shall be applied monthly:

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

Riders:

The following Riders are available to qualified Customers:

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

Other Charges:

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

DETERMINATION OF BILLING DEMAND

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

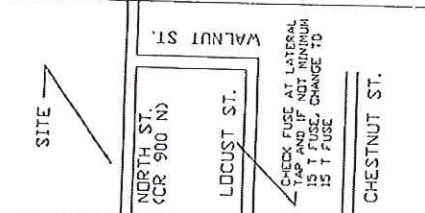
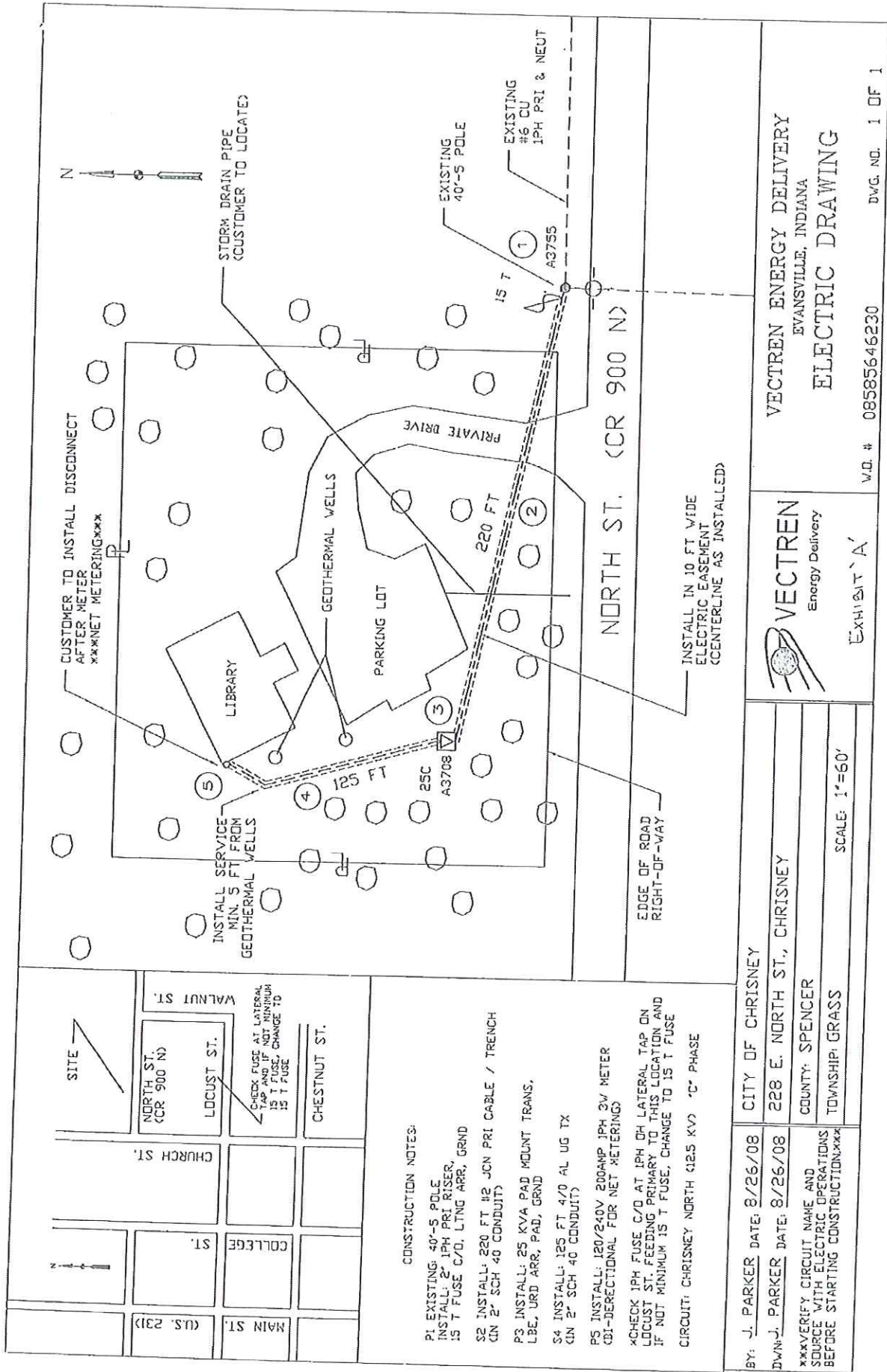
SEPARATE METERING

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

TERMS AND CONDITIONS OF SERVICE

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

Effective: August 17, 2007



CONSTRUCTION NOTES:

P1 EXISTING: 40'-5 POLE
 INSTALL: 2" 1PH PRI RISER,
 15 T FUSE C/O, LING ARR, GRND

S2 INSTALL: 220 FT #2 JCN PRI CABLE / TRENCH
 (IN 2" SCH 40 CONDUIT)

P3 INSTALL: 25 KVA PAD MOUNT TRANS,
 LBE, URD ARR, PAD, GRND

S4 INSTALL: 125 FT 4/0 AL UG TX
 (IN 2" SCH 40 CONDUIT)

P5 INSTALL: 120/240V 200AMP 1PH 3W METER
 (BI-DIRECTIONAL FOR NET METERING)

xCHECK 1PH FUSE C/O AT 1PH OH LATERAL TAP ON
 LOCUST ST. FEEDING PRIMARY TO THIS LOCATION AND
 IF NOT MINIMUM 15 T FUSE, CHANGE TO 15 T FUSE

CIRCUIT: CHRISNEY NORTH 125 KVA 'C' PHASE

BY: J. PARKER DATE: 8/26/08	CITY OF CHRISNEY		VECTREN Energy Delivery EVANSVILLE, INDIANA ELECTRIC DRAWING	V.D. # 08585646230 D.V.G. NO. 1 OF 1
DWN: J. PARKER DATE: 8/26/08	228 E. NORTH ST., CHRISNEY			
xxxVERIFY CIRCUIT NAME AND SOURCE WITH ELECTRIC OPERATIONS BEFORE STARTING CONSTRUCTION.xxx		SCALE: 1"=60'		

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


Scott R. Albertson
December 15, 2009
Page 2

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.

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,



Dr. Bradley Borum
Director of Electricity
Indiana Utility Regulatory Commission

BB/ld

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



January 25, 2010

Brenda A. Howe
Secretary to the Commission
Indiana Utility Regulatory Commission
101 W. Washington Street, Suite 1500 East
Indianapolis, IN 46204

RE: SIGECO 30-Day Filing for Rider NM, Net Metering Rider

Dear Ms. Howe:

This filing is being made on behalf of Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc. ("Company") under the Commission's Thirty-Day Administrative Filing Procedures and Guidelines ("Guidelines") in compliance with Commission's Rules and Regulations with respect to the Company's Net Metering Rider. Enclosed is the Company's Rider NM tariff sheet as required by 170 IAC 1-6-5.

The Company's filing is an allowable filing under 170 IAC 1-6-3 because the proposal is a change to the Company's rules and regulations. This filing is needed to remove conflicting terminology and requirements between the Company's tariff and the Commission's net metering rule, 170 IAC 4.2.

Proof of Publication from the *Evansville Courier & Press*, a newspaper of general circulation in Vanderburgh County having a circulation encompassing the highest number of the Company's customers affected by the filing, will be filed as soon as it is received. A copy of the notice as printed in the January 22, 2010 edition is included.

Any questions concerning this submission should be directed to:

Scott E. Albertson
Director of Regulatory Affairs
Vectren Utility Holdings, Inc.

One Vectren Square
211 N.W. Riverside Drive
Evansville, IN 47708
Tel.: 812.491.4682
Fax: 812.491.4138
Email: scott.albertson@vectren.com

Please let me know if the Commission Staff has any questions or concerns about this submission.

Sincerely,



M. Jerry Schapker
Senior Rate Analyst

Enclosures
cc: A. David Stippler
Indiana Office of Utility Consumer Counselor (w/ encl.)

VERIFICATION

The undersigned, Scott E. Albertson, being duly sworn, under penalty of perjury affirms that the customers of Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc. who are affected by its filing to modify its Net Metering Rider have been notified by publication on January 22, 2010 in the *Evansville Courier & Press*, as required by 170 IAC 1-6-6. A copy of said legal notice is enclosed.



Scott E. Albertson

Evansville Courier & Press
01/22/2010 C: Classifieds

(12-20090122-class_-c-002-ecp--cpe-fl-.pdf.0) Page C02



LEGAL NOTICE: Notice is hereby given that Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc. ("Company") intends to file a request with the Indiana Utility Regulatory Commission for approval to update its Rider NM, Net Metering Rider, on or about January 22, 2010 to revise applicability and clarify terms of said Rider.

Rider NM is applicable to Residential Customers, K-12 Schools and Municipal Corporations. The request clarifies the terms and characteristics of net metering facilities eligible for interconnection with the Company's electric distribution system.

Vectren South anticipates approval of the filing by April 1, 2010, but no sooner than 30 days after receipt of the filing by the Commission. Objections to the filing should be made in writing addressed to: Brenda A. Howe Secretary to the Commission Indiana Utility Regulatory Commission National City Center 101 W. Washington Street, Suite 1500 East Indianapolis, Indiana 46204

A. David Stippler
Indiana Utility Consumer Counselor
Indiana Office of Utility Consumer Counselor National City Center
115 W. Washington St., Suite 1500
South Indianapolis, Indiana 46204

L. Douglas Pettit Vice President Marketing & Conservation
SOUTHERN INDIANA GAS AND ELECTRIC COMPANY d/b/a VECTREN ENERGY DELIVERY OF INDIANA, INC.
(Courier & Press Jan 21, 2010)

STATE OF INDIANA COUNTY OF VANDERBURGH IN THE VANDERBURGH SUPERIOR COURT BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP CAUSE NUMBER: 82D030911MF5949
Plaintiff, vs. MARK R BRYAN TAMMY A BRYAN CITY OF EVANSVILLE Defendants.

NOTICE OF SUIT
SUMMONS - SERVICE BY PUBLICATION The State of Indiana to the defendants above named, and any other person who may be concerned. You are notified that you have been sued in the Court above named. The nature of the suit against you is: Foreclosure of the real estate mortgage, which is legally described as: PARCEL NUMBER 82-07-31-017-101.006-027 This property is commonly known as 7507 Newburgh Road, Evansville, IN 47715. This summons by publication is specifically directed to the following defendants whose addresses are: City of Evansville, c/o Highest Officer Present, 1 NW Martin Luther King, Jr. Blvd, Evansville, IN 47708. Mark R Bryan 2 Briarwick Ct, Durham, NC 27713 And to the following defendant whose whereabouts are unknown: Tammy A Bryan, 7507 Newburgh Road Evansville, IN 47715; PO Box 187 Newburgh, IN 47629; 10338 Waterford Place Newburgh, IN 47630; 7400 Newburgh Road Evansville, IN 47715. In addition to the above named defendant being served by this summons there may be other defendants who have an interest in this lawsuit. If you have a claim for relief against the plaintiff arising from the same transaction or occurrence, you must assert it in your written answer. You must answer the Complaint in writing, by your attorney, on or before the ___ day of _____, 2009 (the same being within thirty (30) days after the Third Notice of Suit), and if you fail to do so a judgment will be entered against you for what the plaintiff has demanded.

Christina M. Delis (26016-10)
Bradley C. Crosley (28224-29)
Phyllis Carmer (20070-49)
Attorney's for Plaintiff
Reisenfeld & Associates, LPA LLC
3962 Red Bank Road
Cincinnati, OH 45227
voice: (513) 322-7000
facsimile: (513) 322-7099

ATTEST:
Clerk of the Vanderburgh County Superior Court
(Courier & Press, Jan. 8, 15, 22, 2010)

January 22, 2010 Powered by
TECNAVIACopyright © 2010 Evansville Courier & Press 01/22/2010
9:55 pm

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

RIDER NM **NET METERING RIDER**

AVAILABILITY

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

APPLICABILITY

This 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. Customers must meet the Generator System Requirements and Interconnection Requirements specified below. Total participation on this Rider will be limited to one-tenth of one percent (0.1%) of Company's most recent aggregate summer peak load. Service under this Rider shall be available on a first come, first served basis.

BILLING

The measurement of net electricity supplied by Company and delivered to Company shall be calculated in the following manner. Company shall measure the difference between the amount of electricity delivered by Company to Customer and the amount of electricity generated by Customer and delivered to Company during the billing period, in accordance with normal metering practices. If the kWh delivered by Company to Customer exceeds the kWh delivered by Customer to Company during the billing period, Customer shall be billed for the kWh difference. If the kWh generated by the Customer and delivered to Company exceeds the kWh supplied by Company to Customer during the billing period, Customer shall be billed for zero kWh in the current billing cycle and shall be credited in subsequent billing cycles for the kWh difference. Customer shall remain responsible for all applicable Bill charges, including Service Charges, Demand Charges and Capacity Charges. When Customer discontinues Net Metering Rider service, any unused credit will revert to Company.

Bill charges and credits will be in accordance with the standard Rate Schedule that would apply if Customer did not participate in this Rider.

METERING

If Customer's standard meter is capable of measuring electricity in both directions, it will be used for purposes of this Rider. For single-phase configurations, if Customer's standard meter is not capable of measuring electricity in both directions, Company will at its expense install metering capable of net metering. For Customers that are provided three-phase service pursuant to Rate SGS, Rate DGS or Rate OSS, Company will install, at Customer's expense, metering capable of net metering. Company's General Terms and Conditions Applicable to Electric Service will govern meter testing procedures.

In addition, Company reserves the right to install, at its own expense, a meter to measure the output of Customer's generator.

Effective:

RIDER NM
NET METERING RIDER
(Continued)

GENERATOR SYSTEM REQUIREMENTS

Customer's generator system must meet the following requirements:

1. The nameplate rating of Customer's generator system must not exceed 10 kW;
2. The generator system must be owned and operated by Customer and must be located on Customer's Premises;
3. Customer's generator system must be intended primarily to offset part or all of Customer's requirements for electricity;
4. The generator system must operate in parallel with the Company's distribution facilities;
and
5. The generator system must be inverter-based and satisfy the Interconnection Requirements specified below.

INTERCONNECTION REQUIREMENTS

1. Customer shall comply with Company's interconnection requirements. A generator system shall be deemed in compliance with Company's interconnection requirements if such generator system conforms to the most current Indiana Electrical Code, IEEE Standard 929, has UL certification that it has satisfied the testing requirements of UL 1741 dated May 7, 1999, as revised January 17, 2001 or any IEEE or UL Standards that supersede these. The net metering facility shall comply with the applicable requirements of 170 IAC 4-4.3.
2. Customer shall provide proof of homeowners, commercial or other insurance providing coverage in the amount of at least one hundred thousand dollars (\$100,000) for the liability of the insured against loss arising out of the use of a net metering facility. This coverage must be maintained as long as Customer is interconnected with Company's distribution system.
3. Conformance with these requirements does not convey any liability to Company for injuries or damages arising from the installation or operation of the generator system.
4. Customer shall execute Company's standard Net Metering Interconnection Application form and provide other information reasonably requested by Company for service under this Rider. Company shall require proof of qualified installation prior to acceptance and completion of the interconnection agreement. Certification by a licensed electrician shall constitute acceptable proof.

RIDER NM
NET METERING RIDER
(Continued)

9. The interconnection system hardware and software design requirements in the conditions of service are intended to assure protection of Company's distribution system. Any additional hardware and software necessary to protect equipment at the net metering facility is solely the responsibility of Customer to determine, design and apply.
10. Customer agrees that Company shall not be liable for any damage to or breakdown of Customer's equipment operated in parallel with Company's electric system.
11. Customer shall agree to release, indemnify, and hold harmless Company from any and all claims for injury to persons or damage to property due to or in any way connected with the operation of Customer-owned equipment and/or generators.
12. The supplying of, and billing for, service under this Rider shall be governed by Company's General Terms and Conditions Applicable to Electric Service under the jurisdiction of the Commission.

Effective:

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RIDER NM
NET METERING RIDER

AVAILABILITY

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

APPLICABILITY

This 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. Customers must meet the Generator System Requirements and Interconnection Requirements specified below. Total participation on this Rider will be limited to one-tenth of one percent (0.1%) of Company's most recent aggregate summer peak load. Service under this Rider shall be available on a first come, first served basis.

Deleted: and who are provided single-phase service

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BILLING

The measurement of net electricity supplied by Company and delivered to Company shall be calculated in the following manner. Company shall measure the difference between the amount of electricity delivered by Company to Customer and the amount of electricity generated by Customer and delivered to Company during the billing period, in accordance with normal metering practices. If the kWh delivered by Company to Customer exceeds the kWh delivered by Customer to Company during the billing period, Customer shall be billed for the kWh difference. If the kWh generated by the Customer and delivered to Company exceeds the kWh supplied by Company to Customer during the billing period, Customer shall be billed for zero kWh in the current billing cycle and shall be credited in subsequent billing cycles for the kWh difference. Customer shall remain responsible for all applicable Bill charges, including Service Charges, Demand Charges and Capacity Charges. When Customer discontinues Net Metering Rider service, any unused credit will revert to Company.

Bill charges and credits will be in accordance with the standard Rate Schedule that would apply if Customer did not participate in this Rider.

METERING

If Customer's standard meter is capable of measuring electricity in both directions, it will be used for purposes of this Rider. For single-phase configurations, if Customer's standard meter is not capable of measuring electricity in both directions, Company will at its expense install metering capable of net metering. For Customers that are provided three-phase service pursuant to Rate SGS, Rate DGS or Rate OSS, Company will install, at Customer's expense, metering capable of net metering. Company's General Terms and Conditions Applicable to Electric Service will govern meter testing procedures.

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Deleted: K-12 schools

In addition, Company reserves the right to install, at its own expense, a meter to measure the output of Customer's generator.

Effective:

Deleted: August 17, 2007

RIDER NM
NET METERING RIDER

(Continued)

GENERATOR SYSTEM REQUIREMENTS

Customer's generator system must meet the following requirements:

1. The nameplate rating of Customer's generator system must not exceed 10 kW;
2. The generator system must be owned and operated by Customer and must be located on Customer's Premises;
3. Customer's generator system must be intended primarily to offset part or all of Customer's requirements for electricity;
4. The generator system must operate in parallel with the Company's distribution facilities;
and
5. The generator system must be inverter-based and satisfy the Interconnection Requirements specified below.

INTERCONNECTION REQUIREMENTS

1. Customer shall comply with Company's interconnection requirements. A generator system shall be deemed in compliance with Company's interconnection requirements if such generator system conforms to the most current Indiana Electrical Code, IEEE Standard 929, has UL certification that it has satisfied the testing requirements of UL 1741 dated May 7, 1999, as revised January 17, 2001 or any IEEE or UL Standards that supersede these. The net metering facility shall comply with the applicable requirements of 170 IAC 4-4.3.
2. Customer shall provide proof of homeowners, commercial or other insurance providing coverage in the amount of at least one hundred thousand dollars (\$100,000) for the liability of the insured against loss arising out of the use of a net metering facility. This coverage must be maintained as long as Customer is interconnected with Company's distribution system.
3. Conformance with these requirements does not convey any liability to Company for injuries or damages arising from the installation or operation of the generator system.
4. Customer shall execute Company's standard Net Metering Interconnection Application form and provide other information reasonably requested by Company for service under this Rider. Company shall require proof of qualified installation prior to acceptance and completion of the interconnection agreement. Certification by a licensed electrician shall constitute acceptable proof.

Effective:

Deleted: August 17, 2007

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RIDER NM
NET METERING RIDER
(Continued)

- 9. The interconnection system hardware and software design requirements in the conditions of service are intended to assure protection of Company's distribution system. Any additional hardware and software necessary to protect equipment at the net metering facility is solely the responsibility of Customer to determine, design and apply.
- 10. Customer agrees that Company shall not be liable for any damage to or breakdown of Customer's equipment operated in parallel with Company's electric system.
- 11. Customer shall agree to release, indemnify, and hold harmless Company from any and all claims for injury to persons or damage to property due to or in any way connected with the operation of Customer-owned equipment and/or generators.
- 12. The supplying of, and billing for, service under this Rider shall be governed by Company's General Terms and Conditions Applicable to Electric Service under the jurisdiction of the Commission.

Deleted: Indiana Utility Regulatory

Effective:

Deleted: August 17, 2007

Stephenson, Jason

From: Schapker, Ann-Marie E.
Sent: Tuesday, May 11, 2010 3:09 PM
To: 'stacey.humbaugh@sgibson.k12.in.us'
Subject: FW: Message from KMBT_C450
Attachments: SKMBT_C45010051113430.pdf

Great, thank you. If there are any questions, please don't hesitate to contact me.

From: Stacey Humbaugh [<mailto:stacey.humbaugh@sgibson.k12.in.us>]
Sent: Tuesday, May 11, 2010 1:37 PM
To: Dougan, Ann-Marie E.
Subject: FW: Message from KMBT_C450

Ann,

Here is the signed agreement. I will get the insurance certificate to you as soon as I receive it.

*Dr. Stacey Humbaugh
South Gibson School Corporation
Superintendent
1029 W 650 S
Fort Branch, IN 47648
812-753-4230
812-753-4081-Fax*

From: Pat Scott
Sent: Tuesday, May 11, 2010 1:31 PM
To: Stacey Humbaugh
Subject: FW: Message from KMBT_C450

*Pat Scott, Administrative Assistant
South Gibson School Corporation
1029 W 650 S
Fort Branch IN 47648
812-753-4230 fax - 812-753-4081*



From: c450@sgibson.k12.in.us [<mailto:c450@sgibson.k12.in.us>]
Sent: Tuesday, May 11, 2010 2:43 PM
To: Pat Scott
Subject: Message from KMBT_C450

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 11 day of May, 2010, by and between Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc. ("Company"), and South Gibson School Corporation ("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: HAUBSTADT Community School

Type of facility: Solar Wind Other _____

Inverter Power Rating: 2.4 KW (Must have individual inverter name plate capacity of 10kW or less.)

Inverter Manufacturer and Model Number: Southwest Windpower SKYSTREAM

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: _____

By: Dr. Stacey Humbaugh

Printed Name: _____

Printed Name: Stacey Humbaugh

Title: _____

Title: Superintendent

Stephenson, Jason

From: Schapker, Ann-Marie E.
Sent: Tuesday, June 01, 2010 9:04 AM
To: 'Stacey Humbaugh'
Subject: RE: South Gibson net metering agreement

I have not.

From: Stacey Humbaugh [<mailto:stacey.humbaugh@sgibson.k12.in.us>]
Sent: Friday, May 28, 2010 1:13 PM
To: Dougan, Ann-Marie E.
Subject: RE: South Gibson net metering agreement

Did you receive this yet?

*Dr. Stacey Humbaugh
South Gibson School Corporation
Superintendent
1029 W 650 S
Fort Branch, IN 47648
812-753-4230
812-753-4081-Fax*

From: Dougan, Ann-Marie E. [<mailto:ADougan@Vectren.com>]
Sent: Wednesday, May 26, 2010 9:53 AM
To: Larry Johnson
Cc: Stacey Humbaugh; Brad Morton
Subject: RE: South Gibson net metering agreement

Mr. Johnson,

I still do not have a copy of the insurance showing the liability coverage for the unit. Will you please let me know ASAP about this document?

Thank you,
Ann-Marie

From: Dougan, Ann-Marie E.
Sent: Friday, May 21, 2010 9:18 AM
To: 'Larry Johnson'
Subject: RE: South Gibson net metering agreement

Larry,

I have not seen the insurance paperwork and wanted to see if you had mailed it yet. If you have, can you send a scanned copy of it to me as I will have to track it down internally.

Thanks,
Ann-Marie

From: Dougan, Ann-Marie E.
Sent: Thursday, May 13, 2010 4:00 PM
To: 'Larry Johnson'
Subject: RE: South Gibson net metering agreement

Please use the address below. If there is anything else you need, please let me know.

Thanks,
Ann-Marie

Ann-Marie E. Dougan

Senior Field Sales Representative
VECTREN
1 N. Main Street
PO Box 209
Evansville, IN 47702-0209
Phone: 812.491.4604
Fax: 812.491.4504

From: Larry Johnson [<mailto:Larry@rosemeagency.com>]
Sent: Thursday, May 13, 2010 8:55 AM
To: Dougan, Ann-Marie E.
Subject: South Gibson net metering agreement

Anne,

I am the insurance agent for South Gibson School Corp. We are in the process of adding Vectren as additional insured onto the policy. Could you furnish me with the mailing address that we should use on the policy for Vectren. Thanks in advance for your assistance.

Larry R Johnson

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Stephenson, Jason

From: Schapker, Ann-Marie E.
Sent: Thursday, May 13, 2010 5:00 PM
To: 'Larry Johnson'
Subject: RE: South Gibson net metering agreement

Please use the address below. If there is anything else you need, please let me know.

Thanks,
Ann-Marie

Ann-Marie E. Dougan

Senior Field Sales Representative
VECTREN
1 N. Main Street
PO Box 209
Evansville, IN 47702-0209
Phone: 812.491.4604
Fax: 812.491.4504

From: Larry Johnson [<mailto:Larry@rosemeayeragency.com>]
Sent: Thursday, May 13, 2010 8:55 AM
To: Dougan, Ann-Marie E.
Subject: South Gibson net metering agreement

Anne,

I am the insurance agent for South Gibson School Corp. We are in the process of adding Vectren as additional insured onto the policy. Could you furnish me with the mailing address that we should use on the policy for Vectren. Thanks in advance for your assistance.

Larry R Johnson

Stephenson, Jason

From: Schapker, Ann-Marie E.
Sent: Thursday, May 27, 2010 9:31 AM
To: Parker, Jeremiah Q.; Athipposzhy, Thomas A.; Maurer, Gregg M.; Frederick, Fred J.
Cc: Thomas, Sidney M.; Moore, Tom; Albertson, Scott E.
Subject: FW: South Gibson net metering agreement

FYI....South Gibson will come on quick but, as you can read below, I still don't have the insurance paperwork. (I was under the impression this had to be set by the end of May, which would be tomorrow since Monday is a holiday).

This and the placard information requested by engineering (required due to the customer did not locate the disconnect next to the Vectren meter) are the items we need to change this meter to a bi-directional meter.

From: Larry Johnson [<mailto:Larry@rosemeagency.com>]
Sent: Wednesday, May 26, 2010 2:03 PM
To: Dougan, Ann-Marie E.
Subject: RE: South Gibson net metering agreement

Checking with the insurance company today to see what the status of this change is. Let you know as soon as I know.

Larry

From: Dougan, Ann-Marie E. [<mailto:ADougan@Vectren.com>]
Sent: Wednesday, May 26, 2010 9:53 AM
To: Larry Johnson
Cc: stacey.humbaugh@sgibson.k12.in.us; Brad Morton
Subject: RE: South Gibson net metering agreement

Mr. Johnson,

I still do not have a copy of the insurance showing the liability coverage for the unit. Will you please let mw know ASAP about this document?

Thank you,
Ann-Marie

From: Dougan, Ann-Marie E.
Sent: Friday, May 21, 2010 9:18 AM
To: 'Larry Johnson'
Subject: RE: South Gibson net metering agreement

Larry,

I have not seen the insurance paperwork and wanted to see if you had mailed it yet. If you have, can you send a scanned copy of it to me as will have to track it down internally.

Thanks,

Ann-Marie

From: Dougan, Ann-Marie E.
Sent: Thursday, May 13, 2010 4:00 PM
To: 'Larry Johnson'
Subject: RE: South Gibson net metering agreement

Please use the address below. If there is anything else you need, please let me know.

Thanks,
Ann-Marie

Ann-Marie E. Dougan

Senior Field Sales Representative
VECTREN
1 N. Main Street
PO Box 209
Evansville, IN 47702-0209
Phone: 812.491.4604
Fax: 812.491.4504

From: Larry Johnson [<mailto:Larry@rosemeagency.com>]
Sent: Thursday, May 13, 2010 8:55 AM
To: Dougan, Ann-Marie E.
Subject: South Gibson net metering agreement

Anne,

I am the insurance agent for South Gibson School Corp. We are in the process of adding Vectren as additional insured onto the policy. Could you furnish me with the mailing address that we should use on the policy for Vectren. Thanks in advance for your assistance.

Larry R Johnson

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Stephenson, Jason

From: Schapker, Ann-Marie E.
Sent: Monday, May 10, 2010 5:36 PM
To: Parker, Jeremiah Q.
Cc: Frederick, Fred J.; Claybrooks, Chris; Maurer, Gregg M.
Subject: FW: Haubstadt Net-Metering Agreement
Attachments: P196 Skystream Diagram.pdf

Jeremiah,

I have requested the signed agreement and insurance. I need you to field verify the installation and metering information.

Chris & Gregg,

Do we have a meter for a three phase application? A lot of these grants must have active service by the end of May for them to receive their grant money.....hopefully, you have these requests.

Thanks,
Ann-Marie

From: Dougan, Ann-Marie E.
Sent: Monday, May 10, 2010 4:23 PM
To: Frederick, Fred J.
Cc: Parker, Jeremiah Q.
Subject: FW: Haubstadt Net-Metering Agreement

Thanks Fred.....I still need the insurance.

From: Frederick, Fred J.
Sent: Monday, May 10, 2010 4:19 PM
To: Dougan, Ann-Marie E.; Parker, Jeremiah Q.
Subject: RE: Haubstadt Net-Metering Agreement

Actually the drawing you sent is an older version.
Attached is a newer version indicating that the panel feeding the windmill is fed from a 480/208 transformer.
The one line and UL1741 certification is approved.

From: Dougan, Ann-Marie E.
Sent: Monday, May 10, 2010 4:06 PM
To: Frederick, Fred J.; Parker, Jeremiah Q.
Subject: FW: Haubstadt Net-Metering Agreement

Hey guys, I can't find where this was ever approved, where do we stand on this?

From: Brad Morton [mailto:bmorton@mortonenergy.com]
Sent: Wednesday, March 03, 2010 8:43 PM
To: Dougan, Ann-Marie E.

Cc: Frederick, Fred J.
Subject: RE: Haubstadt Net-Metering Agreement

Ann-Marie,
Please see the updated drawing.
Thanks,
Brad Morton

From: Dougan, Ann-Marie E. [mailto:ADougan@Vectren.com]
Sent: Wednesday, February 24, 2010 2:38 PM
To: Brad Morton
Cc: Frederick, Fred J.
Subject: FW: Haubstadt Net-Metering Agreement

Brad,
Engineering is still concerned with the inverter is rated at 208V and our records show it to be a 480V service. Also, the disconnect must be next to our service meter.
Thanks,
Ann-Marie

From: Frederick, Fred J.
Sent: Wednesday, February 24, 2010 9:27 AM
To: Dougan, Ann-Marie E.
Subject: RE: Haubstadt Net-Metering Agreement

The drawing still states that the windmill inverter is rated at 208V.
Our records show that the service is 480V.

The disconnect needs to be adjacent to the service meter.

From: Dougan, Ann-Marie E.
Sent: Tuesday, February 23, 2010 10:41 AM
To: Frederick, Fred J.
Subject: FW: Haubstadt Net-Metering Agreement

Fred,
Please see Brad's comments and the new attachment.
Thanks,
Ann-Marie

From: Brad Morton [mailto:bmorton@mortonenergy.com]
Sent: Friday, February 19, 2010 6:15 PM
To: Dougan, Ann-Marie E.
Subject: RE: Haubstadt Net-Metering Agreement

Ann-Marie,
I may have sent you the wrong drawing from earlier in the project.
Attached is the correct one.
I'm not sure where the meter is located but should be able to make a trip up there next week to find out.
Could you ask Fred if it is acceptable to mount the lockable disconnect at the base of the wind turbine?
Thanks,
Brad Morton

From: Dougan, Ann-Marie E. [mailto:ADougan@Vectren.com]
Sent: Friday, February 19, 2010 4:23 PM
To: Brad Morton
Subject: FW: Haubstadt Net-Metering Agreement

Brad,

Engineering needs the disconnect switch adjacent to our meter. Also, your voltage referenced is 120/240 V and our system shows our service to be 277/480V (I am waiting for someone to field verify that for me). These will need to be resolved with engineer and I will need to obtain the insurance from the school.

Thanks,
Ann-Marie

From: Frederick, Fred J.
Sent: Tuesday, February 09, 2010 10:34 AM
To: Dougan, Ann-Marie E.
Subject: RE: Haubstadt Net-Metering Agreement

One thing I noticed at first glance was that they show the disconnect switch inside the school mechanical room. It needs to be adjacent to the Vectren service meter.

From: Dougan, Ann-Marie E.
Sent: Tuesday, February 09, 2010 8:15 AM
To: Frederick, Fred J.
Subject: FW: Haubstadt Net-Metering Agreement
Importance: High

Fred,
Here you go.....the only thing I don't have is the insurance which, you probably don't care about.
Thanks,

Ann-Marie Dougan
Field Sales Representative
VECTREN
1 N. Main Street
P.O. Box 209
Evansville, IN 47702-0209
812-491-4604 phone
adougan@vectren.com

From: Dougan, Ann-Marie E.
Sent: Wednesday, January 20, 2010 8:18 AM
To: Frederick, Fred J.
Cc: Athippozhy, Thomas A.; Albertson, Scott E.; Moore, Tom
Subject: FW: Haubstadt Net-Metering Agreement
Importance: High

All~

Here are all the forms that they had submitted. Please note, the 'one-line' is also here for engineering.

Thanks,

Ann-Marie

From: Brad Morton [mailto:bmorton@mortonsolar.com]

Sent: Wednesday, January 20, 2010 12:02 AM

To: Dougan, Ann-Marie E.

Cc: 'Stacey Humbaugh'; 'Donya Bengert'

Subject: Haubstadt Net-Metering Agreement

Ann-Marie,

Attached is the Net-Metering application and supporting documentation for Haubstadt Community School.

Let me know if you need further information.

Thanks and best regards,

Brad Morton

Morton Solar & Wind, LLC

Evansville, Indiana

Ph: 812-402-0900

Cell: 812-453-1924

Fax: 812-402-9695



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No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 9.0.733 / Virus Database: 271.1.1/2697 - Release Date: 02/19/10 01:34:00

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 9.0.733 / Virus Database: 271.1.1/2707 - Release Date: 02/24/10 01:34:00

Stephenson, Jason

From: Schapker, Ann-Marie E.
Sent: Monday, May 10, 2010 5:32 PM
To: 'stacey.humbaugh@sgibson.k12.in.us'
Subject: FW: Haubstadt Net-Metering Agreement
Attachments: Interconnection Agreement P1.JPG; Interconnection Agreement P2.JPG

Importance: High

Dr. Humbaugh,

I am checking on the Net metering for the wind turbine at the school. We received the application, UL certification and one-line from Brad Morton but, I do not show we have a signed agreement (attached) or the proof of insurance. Would you please check on this or if they are complete, scan them to me?

I appreciate your help,

Ann-Marie E. Dougan

Senior Field Sales Representative
VECTREN
1 N. Main Street
PO Box 209
Evansville, IN 47702-0209
Phone: 812.491.4604
Fax: 812.491.4504

Schapker, Ann-Marie E.

CROSBY

From: Schapker, Ann-Marie E.
Sent: Monday, August 19, 2013 3:23 PM
To: 'Brad Morton'
Cc: Lynch, Marilyn E.
Subject: RE: 5511 Stringtown Rd, Net meter application, wo 10191909

Can you tell me who you sent it to?

The initial application email dated 7/30/13 has the application, electric diagram and certification. The email you sent to Fred on 7/30/13 had a higher resolution diagram. I don't have one that has the other attachments.

I will check with Marilyn as well.

Thanks,
Ann-Marie

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

From: Brad Morton [mailto:bmorton@mortonsolar.com]
Sent: Monday, August 19, 2013 2:32 PM
To: Schapker, Ann-Marie E.; Frederick, Fred J.
Cc: Parker, Jeremiah Q.; Lynch, Marilyn E.; Athipposhy, Thomas A.; tpaquette@mortonsolar.com
Subject: RE: 5511 Stringtown Rd, Net meter application, wo 10191909

The proof of insurance is in the email and the owner signed to agreement.

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

NABCEP Certified

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

From: Schapker, Ann-Marie E. [mailto:ASchapker@Vectren.com]
Sent: Monday, August 19, 2013 1:27 PM
To: Brad Morton; Frederick, Fred J.
Cc: Parker, Jeremiah Q.; Lynch, Marilyn E.; Athipposhy, Thomas A.; tpaquette@mortonsolar.com
Subject: RE: 5511 Stringtown Rd, Net meter application, wo 10191909

Brad,

No, the bi-directional meter has not been installed as we do not have the executed agreement or proof of insurance.

Since Marilyn is out, I attached her email requesting the interconnection agreement and insurance to you, as Martha Crosby directed Marilyn to you for it. Do you have these documents to forward to us or have you sent to them to someone else at Vectren?

Thank you,

Vectren received your Net Meter Application for Martha Crosley (Morton Job # P434).

The provided one line drawing has print that is too small or resolution that will not allow the small print to be read when enlarged.

The notes of concern are located near the Service Meter and Photovoltaic Disconnect.

Please resubmit the drawing with larger print so that the notes can be read.

The drawing may also be able to be submitted in higher drawing resolution so that the drawing can be enlarged to read the notes.

Thank you.

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

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(i) destroy this message if a facsimile or (ii) delete this message immediately if this is an electronic communication.

Thank you.

Schapker, Ann-Marie E.

From: Schapker, Ann-Marie E.
Sent: Friday, August 23, 2013 10:11 AM
To: Brad Morton (bmorton@mortonsolar.com)
Cc: Lynch, Marilyn E.
Subject: Phone Call follow up

Hello Brad,

Just following up our conversation with you on our discussion involving Martha Crosley at 5511 Stringtown Road. Brief overview: Marilyn and I were inquiring if you were scanning information differently or had a new program as we found the emails you stated you had sent, were not received by either of us. Our Spam filter could not scan the document and resulted in the emails being deleted.

You stated you could scan in pdf or jpeg but were not doing anything different. This particular one was a pdf and was one file (as Vectren has sent back) as opposed to individual documents. It was also an email attachment and the pdf was within that email. Marilyn and I acknowledged you sent the UL certification for Cumberland (41 pages) and we received it. We stated if something is sent and you have not heard from us, you may want to call to check. Also, we stated Marilyn and I will send back confirmation an email is received to try to eliminate any delays.

Here's the timeline of events that led up to our call to you this morning:

- Marilyn had not received the insurance and agreement you stated was sent on August 6th (Tuesday).
- August 19th (Monday) you sent an email inquiring if the meter had been set.
 - I responded it had not as we did not have the insurance and executed agreement
 - You replied in an email they were in the email
 - I responded with asking who you sent it to as the last attachments Marilyn and I received were from July 30th (Tuesday) with the higher resolution of the one-line.
- Marilyn had a conversation with Ms. Crosley, August 20th (Tuesday evening), Ms. Crosley indicated you had resent it again. This raised concern as Vectren did not receive the additional email as well.
 - Ms. Crosley brought the agreement and insurance to Marilyn at the Vectren Wagner building (Tuesday, Aug 20th)
 - Ms. Crosley stated multiple people were on the email and we should have it.
 - Marilyn and Fred (Frederick) called Ms. Crosley inquiring about the email.
 - Ms. Crosley tried to forward your email with the documents and it was not received by Marilyn.
 - Ms. Crosley then sent a 'test' email (without attachments) and Marilyn received it.
 - Marilyn was also able to send one to Ms. Crosley, which she stated she received.
 - Marilyn sent a request Tuesday evening to our IT department to look into the situation.
 - Executed agreement was emailed to Ms. Crosley August 22nd (Thursday)

The call ended with me stating I would follow up with an email for all of us to have documentation. Applications need to go to CPAS (NewBusiness@Vectren.com) and you can continue to send in the format you have in the past. You inquired about the application on-line, I stated it was at www.vectren.com and you acknowledged that you had found it recently. Marilyn and I stated that upon completion of the applications, we would be sending an executable agreement to the customer. We were following up with IT on the scanning issue.

We then stated the bi-direction meter installation for Ms. Crosley was scheduled to be set today at 2:30 p.m. and you stated you planned on being there.

Please let me know if you agree with my summarization of our conversation.

Thank you for your time,

Ann-Marie E. Schapker

Regional Sales Manager
Phone: 812-491-4604

Schapker, Ann-Marie E.

From: Lynch, Marilyn E.
Sent: Thursday, December 12, 2013 2:49 PM
To: Schapker, Ann-Marie E.
Subject: FW: Matha Crosley Executed Interconnect 5511 Stringtown
Attachments: 20130821172433.pdf

Marilyn Lynch

Vectren
Lead Account Manager, South
211 NW Riverside Dr. , P.O. Box 209
Evansville, IN 47708
Phone: 812-491-4775
Cell: 812-305-1951
mlynch@vectren.com

BE SURE TO CHECK OUT OUR REBATES AND CONSERVATION TOOLS AT VECTREN.COM

Or follow the link

https://www.vectrenenergy.com/web/enablement/learn_about/conservation/business_conservation_i.jsp

From: Lynch, Marilyn E.
Sent: Thursday, August 22, 2013 10:46 AM
To: 'martha'
Cc: Schapker, Ann-Marie E.
Subject: FW: Matha Crosley Executed Interconnect 5511 Stringtown

Martha,

Attached is the executed copy of the Net Meter Agreement.

Thanks,

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

BE SURE TO CHECK OUT OUR REBATES AND CONSERVATION TOOLS AT VECTREN.COM

Or follow the link

https://www.vectrenenergy.com/web/enablement/learn_about/conservation/business_conservation_i.jsp

From: GlobalScan@vectren.com [mailto:GlobalScan@vectren.com]

Sent: Wednesday, August 21, 2013 4:34 PM

To: Lynch, Marilyn E.

Subject: Matha Crosley Executed Interconnect 5511 Stringtown

Schapker, Ann-Marie E.

From: Brad Morton <bmorton@mortonsolar.com>
Sent: Wednesday, March 17, 2010 4:37 PM
To: Dougan, Ann-Marie E.
Subject: RE: Application for Net-Metering - New Harmony
Attachments: SB5-6-7000US_UL_Report_AC_DC_Disc.pdf

Ann-Marie,
Attached should be the correct document.
Sorry about that.

I will have a couple more net-metering applications to you soon.

Brad Morton
Morton Solar & Wind, LLC
Evansville, Indiana
Ph: 812-402-0900
Cell: 812-453-1924
Fax: 812-402-9695



From: Dougan, Ann-Marie E. [<mailto:ADougan@Vectren.com>]
Sent: Wednesday, March 17, 2010 8:22 AM
To: Brad Morton
Subject: FW: Application for Net-Metering - New Harmony

Brad,
The application and UL certification don't match.
Thanks,
Ann-Marie

From: Frederick, Fred J.
Sent: Tuesday, March 16, 2010 5:30 PM
To: Dougan, Ann-Marie E.
Subject: RE: Application for Net-Metering - New Harmony

The application and drawing shows a SB5000US.
The UL certification is for a SB8000US and does not state with which UL requirements it complies.

From: Dougan, Ann-Marie E.
Sent: Tuesday, March 16, 2010 8:49 AM
To: Peay, Vicki L.
Cc: Frederick, Fred J.
Subject: FW: Application for Net-Metering - New Harmony

Vicki,
I need an order in Maximo for a RESZ for this application for Net Metering.
Thank you,

Ann-Marie

From: Brad Morton [<mailto:bmorton@mortonsolar.com>]
Sent: Monday, March 15, 2010 10:04 PM
To: Dougan, Ann-Marie E.
Subject: Application for Net-Metering - New Harmony

Hi Ann-Marie.
Attached is an application for net-metering.
Let me know if you need anything else.
Thanks,

Brad Morton
Morton Solar & Wind, LLC
Evansville, Indiana
Ph: 812-402-0900
Cell: 812-453-1924
Fax: 812-402-9695



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Checked by AVG - www.avg.com
Version: 9.0.790 / Virus Database: 271.1.1/2751 - Release Date: 03/16/10 14:33:00

Schapker, Ann-Marie E.

From: Brad Morton <bmorton@mortonsolar.com>
Sent: Thursday, June 24, 2010 7:43 AM
To: Danhauer, Andrew S.
Cc: Dougan, Ann-Marie E.; Frederick, Fred J.
Subject: RE: Arneberg Net-Metering Agreement
Attachments: P162 Electrical Schematic.pdf

Andrew,
Attached is the updated electrical diagram.
We will be pulling the meter today to install the disconnect, per your recommendation.
It should be ready for the bidirectional meter by the end of the day.

Brad Morton
Morton Solar & Wind, LLC
Evansville, Indiana
Ph: 812-402-0900
Cell: 812-453-1924
Fax: 812-402-9695



From: Danhauer, Andrew S. [<mailto:adanhauer@Vectren.com>]
Sent: Monday, June 14, 2010 12:46 PM
To: bmorton@mortonsolar.com
Cc: Dougan, Ann-Marie E.; Frederick, Fred J.
Subject: FW: Arneberg Net-Metering Agreement

Brad,
It appears that the disconnects being used at this job do not meet the criteria set forth by our tariff. There needs to be a disconnect that is lockable in the open position that also provides a visible indication that it is open at the current location of the system breakers near the electric meter.

Andrew Danhauer
Electric Distribution Engineer
Vectren Energy Delivery
Office (812) 491-4635
Cell (812) 319-4857

From: Frederick, Fred J.
Sent: Wednesday, June 09, 2010 10:39 AM
To: Danhauer, Andrew S.; Dougan, Ann-Marie E.
Subject: RE: Arneberg Net-Metering Agreement

This looks like another issue with an installation that does not have a proper disconnect.
Please advise Mr. Morton that we need a visible disconnect that is lockable in the open position.
I thought that he understood this.
Panel breakers are not an acceptable means of disconnect since they do not provide a visible indication.

Please be certain that he understands what is required.

From: Danhauer, Andrew S.
Sent: Wednesday, June 09, 2010 8:00 AM
To: Frederick, Fred J.
Cc: Dougan, Ann-Marie E.
Subject: RE: Arneberg Net-Metering Agreement

You are right Fred. According to the One line is shows it as a breaker as well.

Andrew Danhauer
Electric Distribution Engineer
Vectren Energy Delivery
Office (812) 491-4635
Cell (812) 319-4857

From: Frederick, Fred J.
Sent: Tuesday, June 08, 2010 5:29 PM
To: Dougan, Ann-Marie E.; Danhauer, Andrew S.
Subject: RE: Arneberg Net-Metering Agreement

It appears that this installation does not have a proper disconnect switch.
These appear to be breaker panels.
At least I do not see a lockable handle.

Andrew,
Can you confirm?

From: Dougan, Ann-Marie E.
Sent: Tuesday, June 08, 2010 8:19 AM
To: Danhauer, Andrew S.
Cc: Frederick, Fred J.
Subject: FW: Arneberg Net-Metering Agreement

Here is the schematic.....

Andrew,
Is there a request in Maximo?

Thanks,
Ann-Marie

From: Brad Morton [<mailto:bmorton@mortonsolar.com>]
Sent: Monday, June 07, 2010 10:11 PM
To: Dougan, Ann-Marie E.
Subject: Arneberg Net-Metering Agreement

Ann-Marie,
Attached is the net-metering agreement for Eric Arneberg at 1309 Main St, New Harmony, Indiana.
The system is installed and ready for meter.
Eric Arneberg's phone number is (802)734-7856 and his wife (812)483-8311.
I don't think he has an email address.
Let me know if you need further information.
Best Regards,
Brad Morton
Morton Solar & Wind, LLC

Evansville, Indiana
Ph: 812-402-0900
Cell: 812-453-1924
Fax: 812-402-9695



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Version: 9.0.829 / Virus Database: 271.1.1/2937 - Release Date: 06/14/10 01:35:00

Schapker, Ann-Marie E.

From: Maurer, Gregg M.
Sent: Wednesday, June 30, 2010 7:51 AM
To: Dougan, Ann-Marie E.; Danhauer, Andrew S.
Cc: Claybrooks, Chris; Frederick, Fred J.
Subject: RE: New Harmony Project

We will install today.

Gregg M. Maurer
Operations Supervisor, G & E Services
Vectren Energy Delivery
1 N. Main Street
P.O. Box 209
Evansville, IN 47702-0209
Office: 812-491-4664
Fax: 812-491-4555
Email: gmaurer@vectren.com

From: Dougan, Ann-Marie E.
Sent: Tuesday, June 29, 2010 3:33 PM
To: Maurer, Gregg M.; Danhauer, Andrew S.
Cc: Claybrooks, Chris; Frederick, Fred J.
Subject: RE: New Harmony Project

Gregg,
Can we schedule this for tomorrow? Andrew verified the disconnect this morning.
Thanks,
Ann-Marie

From: Maurer, Gregg M.
Sent: Tuesday, June 29, 2010 8:32 AM
To: Danhauer, Andrew S.; Dougan, Ann-Marie E.
Cc: Claybrooks, Chris; Frederick, Fred J.
Subject: RE: New Harmony Project

We will install once site is verified. Please let me know.

Gregg M. Maurer
Operations Supervisor, G & E Services
Vectren Energy Delivery
1 N. Main Street
P.O. Box 209
Evansville, IN 47702-0209
Office: 812-491-4664
Fax: 812-491-4555
Email: gmaurer@vectren.com

From: Danhauer, Andrew S.
Sent: Tuesday, June 29, 2010 8:09 AM
To: Dougan, Ann-Marie E.
Cc: Claybrooks, Chris; Maurer, Gregg M.; Frederick, Fred J.
Subject: RE: New Harmony Project

Yes, I need to go on site to verify the disconnect is all, but all the paperwork looks good.

Andrew Danhauer
Electric Distribution Engineer

Vectren Energy Delivery
Office (812) 491-4635
Cell (812) 319-4857



Please consider the environment before printing this email

From: Dougan, Ann-Marie E.
Sent: Tuesday, June 29, 2010 8:07 AM
To: Maurer, Gregg M.
Cc: Claybrooks, Chris; Danhauer, Andrew S.
Subject: FW: New Harmony Project

1309 Main is ready for their net meter.....I have everything, Andrew do you?

From: Brad Morton [<mailto:bmorton@mortonsolar.com>]
Sent: Thursday, June 24, 2010 4:11 PM
To: Dougan, Ann-Marie E.
Cc: Danhauer, Andrew S.
Subject: New Harmony Project

Ann-Marie,
The extra disconnect has been installed at 1309 Main Street and is ready for bidirectional meter.

Brad Morton
Morton Solar & Wind, LLC
Evansville, Indiana
Ph: 812-402-0900
Cell: 812-453-1924
Fax: 812-402-9695



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 _____ day of _____, _____, by and between Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc. ("Company"), and _____ ("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: 1607 CRYSTAL CT, EVANSVILLE, IN 47714

Type of facility: Solar Wind Other _____

Inverter Power Rating: 4 KW (Must have individual inverter name plate capacity of 10kW or less.)

Inverter Manufacturer and Model Number: SMA SB4000US

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: _____

Title: _____

By: X Chanda Banner

Printed Name: Chanda Banner

Title: OWNER

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

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Location: 1607 CRYSTAL CT, EVANSVILLE, IN 47714

Type of facility: Solar Wind Other _____

Inverter Power Rating: 4 kW (Must have individual inverter name plate capacity of 10kW or less.)

Inverter Manufacturer and Model Number: SMA SB4000US

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: _____

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- (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.

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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 Vectron Energy Delivery of Indiana, Inc.

CUSTOMER

By: [Signature]
Printed Name: _____
Title: _____

By: X Chanda Banner
Printed Name: Chanda Banner
Title: OWNER

SCT Banner - CIS Advantage - PROD - Windows Internet Explorer provided by Vectren

File Edit QSR Accounts Inventory Financial Ancillary System Setup Utility Help Window

Service History Query (UG1BERH3.D)(CS01PROD)

Premises	Svc Number	Type	RTP	Category	Action Code	Action Date	Charge D...	Reading	Type	Inventory	Customer
1139053	1000	SREL	<input type="checkbox"/>	KWH	READ	02-DEC-2011	06-DEC-2011	4775	A	S0279200	300353783
1139053	1000	SREL	<input type="checkbox"/>	KWH	READ	02-NOV-2011	04-NOV-2011	4137	A	S0279200	300353783
1139053	1000	SREL	<input type="checkbox"/>	KWH	READ	04-OCT-2011	06-OCT-2011	3595	A	S0279200	300353783
1139053	1000	SREL	<input type="checkbox"/>	KWH	READ	02-SEP-2011	07-SEP-2011	2738	A	S0279200	300353783
1139053	1000	SREL	<input type="checkbox"/>	KWH	READ	02-AUG-2011	04-AUG-2011	1467	A	S0279200	300353783
1139053	1000	SREL	<input type="checkbox"/>	KWH	N	13-JUL-2011	04-AUG-2011	0	A	S0279200	300353783
1139053	1000	SREL	<input type="checkbox"/>	KWH	OUT	13-JUL-2011	04-AUG-2011	20165	A	S0116015	300353783
1139053	1000	SREL	<input type="checkbox"/>	KWH	READ	05-JUL-2011	07-JUL-2011	19775	A	S0116015	300353783
1139053	1000	SREL	<input type="checkbox"/>	KWH	READ	02-JUN-2011	06-JUN-2011	18315	A	S0116015	300353783

Prem Address: 1607 CRYSTAL CT Cust: BANNER, CHANDA D.
 Service Type: Residential Electric Catg: ELECTRIC KWH
 Cons/Adjs/Net: DOS: Units: Serial #: 11955962
 Reason: METER EXCHANGE Route: 2075 Cancel Date: EnergyLink: Adj Factors: Select

CIS ADVANTAGE (BANNER)
 FOR VECTREN
 PROD INSTANCES

Action Code
 Record: 30/? <OSC>

REN
 Smart

net meter - Banner Crystal Ct - Message (Plain Text)

Message

Ignore, Delete, Reply, Reply All, Forward, More, Meeting, Net Meter, To Manager, Done, Create Now, Team E-mail, Reply & Delete, Move, Actions, Mark Unread, Categorize, Follow Up, Translate, Find, Related, Select, Zoom

You forwarded this message on 7/8/2011 11:37 AM.

From: GlobalScan 2.0
To: Dougan, Ann-Marie E.
Cc:
Subject: net meter - Banner Crystal Ct

Sent: Fri 7/8/2011 11:22 AM

Message: 20110708121629.pdf (719 KB)

GlobalScan document sent from .

MAXIMO - Work Order Tracking (T&D) - Windows Internet Explorer provided by Vectren

http://maximo.vectren.com:9088/maximo/uj/maximo.jsp?sc=13893689620188aevent=lcadapp&value=plusdwotr

File Edit View Favorites Tools Help

Work Order Tracking (T&D) Go To Reports Start Center Profile Sign Out Help

Find: Select Action Workflow

List Work Order CIS Plans Related Records Actuals Safety Plan Financials Log Failure Reporting Reports

Work Order 6335000 IN-EVANSVILLE-5018 HOOJE RD-RESIZE ELE Site TND Status CLOSE

Work Log Communication Log

Record	Class	Created By	Date	Type	Summary	Viewable?
6335099	WORKORDER	DGOLDBACH	1/2/11 3:41 PM	CLIENTNOTE	check and posted	N
6335099	WORKORDER	KZNT	8/8/11 3:06 PM	CLIENTNOTE	Complete Info	Y
6335099	WORKORDER	ADOUGAN	7/18/11 9:17 AM	CLIENTNOTE	Agreement Secured	N
6335099	WORKORDER	ADANI-AUER	6/2/11 9:23 AM	CLIENTNOTE	called Brad to see were in the process they ar	N

Details

Record: 6335099
 Class: WORKORDER
 Created By: ADOUGAN
 Date: 7/18/11 9:17 AM
 Type: CLIENTNOTE
 Viewable?

Summary Agreement Secured

Details

New Row

Done Local intranet 100%

Stephenson, Jason

From: Schapker, Ann-Marie E.
Sent: Thursday, September 19, 2013 3:12 PM
To: 'Brad Morton'
Cc: Lynch, Marilyn E.
Subject: RE: 3700 Conlin

Brad,

You're welcome. No action is required from Morton Solar, we've reached out to Ms. Heldt for her signature. Once we have that we will let you know to coordinate the meter change.

Thanks,
Ann-Marie

From: Brad Morton [<mailto:bmorton@mortonsolar.com>]
Sent: Thursday, September 19, 2013 2:15 PM
To: Schapker, Ann-Marie E.
Cc: Lynch, Marilyn E.
Subject: RE: 3700 Conlin

Ann-Marie,
Thank you for the update. Do you need any further information or action from Morton Solar?

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



From: Schapker, Ann-Marie E. [<mailto:ASchapker@Vectren.com>]
Sent: Thursday, September 19, 2013 1:59 PM
To: Brad Morton (bmorton@mortonsolar.com)
Cc: Lynch, Marilyn E.
Subject: 3700 Conlin

Brad,

The documents you submitted for the application for Ms. Catherine Patton at 3700 Conlin required some additional information. The insurance page submitted for Ms. Patton, the customer, had page 1 of the declaration that did not designate the amount of liability coverage and was in the name of Jeanene Heldt, the homeowner.

In order to cover the terms for the interconnection agreement, the 170 IAC 4-4.2-8 and Vectren's tariff (Sheet 52, page 2 of 4), the homeowner and the customer will be required to sign the Interconnection Agreement per our Insurance Departmental review. We contacted Ms. Heldt and she indicated she would not have a problem signing the document as well.

Thank you and let me know if you have any questions,

Ann-Marie E. Schapker

Regional Sales Manager

Phone: 812-491-4604

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STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

IN THE MATTER OF THE COMPLAINT OF)
MORTON SOLAR AND WIND, LLC)
)
RESPONDENT: SOUTHERN INDIANA GAS AND)
ELECTRIC CO. D/B/A VECTREN ENERGY)
DELIVERY OF INDIANA, INC.)

CAUSE NO. 44344

VERIFIED DIRECT TESTIMONY

OF

JAMES H. (JIM) COX

CHIEF ENGINEER

SPONSORING RESPONDENT'S EXHIBIT NO. JHC-1 THROUGH JHC-3

VERIFIED DIRECT TESTIMONY
OF
JAMES H. COX
CHIEF ELECTRICAL ENGINEER – ENERGY DELIVERY

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

2 A. My name is James H. (Jim) Cox, and my business address is One Vectren Square, 211
3 N.W. Riverside Drive, Evansville, Indiana 47708.

4 **Q. What position do you hold with Southern Indiana Gas and Electric Company d/b/a**
5 **Vectren Energy Delivery of Indiana, Inc. (“Vectren South” or the “Company”)?**

6 A. I presently hold the position of Chief Electrical Engineer for Vectren’s Energy Delivery
7 organization.

8 **Q. Please describe your educational background.**

9 A. I have a Bachelor's of Science in Electrical Engineering (BSEE) from the University of
10 Tennessee at Knoxville.

11 **Q. Please describe your professional background.**

12 A. I have over 30 years of experience in electrical engineering design, and management
13 including over 25 years of domestic and international utility experience including
14 distribution, substation, transmission, planning, emergency response, and customer
15 relations for engineering and operations organizations. I am also registered as a
16 professional engineer in the state of Texas.

17 **Q. What are your duties and responsibilities as Vectren’s Chief Electrical Engineer?**

1 A. As Chief Engineer, I am primarily responsible for the three departments reporting to me.
2 The Electrical Asset Management (“EAM”) group is responsible for materials and
3 standards, system reliability, distribution planning, public works project coordination, and
4 joint use of Company facilities including third party attachments to poles. The Substation
5 and Transmission Engineering (“STE”) organization is responsible for the planning and
6 design for both substation and transmission facilities. System protection (relaying and
7 control) as well as project and construction management is also performed by STE. The
8 Distribution Engineering (“DE”) team is charged with designing the projects needed to
9 connect the end using customers to new and existing distribution equipment.

10 I am also heavily involved with our electrical reliability compliance activities with the
11 North American Electric Reliability Corporation (“NERC”) and represent Vectren South
12 on several committees at Midcontinent Independent System Operator (“MISO”) and
13 Reliability First Corporation (“RFC”).

14 **Q. Are you sponsoring any exhibits in support of your testimony?**

15 A. Yes. I am sponsoring the following exhibits:

Exhibit	Description
Petitioner’s Exhibit JHC-1	Pertinent sections of the Indiana Administrative Code (“IAC”)
Petitioner’s Exhibit JHC-2	Complainant’s Responses to Vectren South Data Request 1-18
Petitioner’s Exhibit JHC-3	Complainant’s Responses to Vectren South Data Request 2-19

16
17 **Q. Were the exhibits identified above prepared or assembled by you or under your**
18 **direction or supervision?**

19 A. Yes.

1 **Q. What is the purpose of your Direct Testimony in this proceeding?**

2 A. My testimony will (1) explain why a utility accessible external disconnect switch is
3 required for net metering facilities; (2) explain why Vectren South acted reasonably in
4 further evaluating the impacts of Dr. Stranskey's net metering facility on the transformer;
5 and (3) explain the impact on Vectren South's standard meters of a net metering facility
6 sending power back to Vectren South's distribution system.

7 **Q. Do the Indiana Utility Regulatory Commission's ("Commission") rules require a
8 net metering customer to install an accessible, external disconnect switch?**

9 A. The use of a visible utility accessible isolating switch anytime a power source is
10 connected to the electrical system has long been part of system design and installation
11 throughout the industry. The Commission's rules governing interconnections reflect this
12 practice by allowing each utility to individually determine for themselves whether or not
13 to require this switch.

14 Section 4-4.3-4(d) of the IAC provides that a utility may require a customer generation
15 facility to provide a disconnect switch as a supplement to the equipment package.
16 Vectren South has required customer owned generation facilities to install this
17 disconnect switch to ensure the safety of its line men. Section 4-4.1-7 (2) of the IAC
18 requires cogeneration and small power production facilities to "bear full responsibility for
19 the installation and safe operation of this equipment." It further states that Breakers
20 and/or switches capable of isolating the qualifying facility from the electric utility shall at
21 all times be immediately accessible to the electric utility. I have attached copies of these
22 rules to my testimony as Respondent's Exhibit JHC-1.

23 **Q. Why is an external disconnect switch required?**

1 A. Safety is always a primary consideration for anything designed for or connected to
2 Vectren South's power system. A lockable utility accessible disconnect provides a
3 method for Vectren South employees to definitively and quickly ensure that the solar
4 panels are not providing power to its distribution system while they are working on
5 equipment in the area (*i.e.* no live lines due to the solar generation). Although design
6 standards require and installations include provisions for isolating the generator from the
7 grid in the event of a power outage or generator failure, certain equipment failures could
8 still result in power flowing into the Company's grid. Solar technology is constantly
9 changing and improving. Due to these changes, the operating history for solar power
10 and the associated equipment such as inverters and switches is too short to
11 demonstrate with certainty that when the inverters or associated equipment fails or
12 malfunctions, it will always fail in a safe manner and prevent flow onto the grid.

13 Although some American utilities with significant amounts of inverter based solar
14 generation have dropped the requirement for this visible utility accessible switch,
15 Vectren South is continuing to evaluate the impact of this equipment on its system and
16 other customers. One concern is that as solar power continues to move forward and
17 becomes more prevalent, there may be occasions where it is allowable, and even
18 desirable for a customer to separate from the grid and operate their system providing
19 power to their own load in the event of a Vectren South power system failure. The most
20 common term for this is islanding. Should that become a normal practice, the need for a
21 visible utility controlled disconnect switch becomes even more important for employee
22 safety.

23 A second reason that Vectren has consistently required an external switch is to be able
24 to disconnect and lock out the generator without shutting down the customer's entire
25 electric service if the equipment was not operating correctly. This could be caused by an

1 equipment malfunction that could adversely impact other customers or be necessary to
2 prevent a customer from connecting to the Vectren South system before the project is
3 completely ready to go on line.

4 **Q. Mr. Morton contends that federal guidelines from the Interstate Renewable Energy**
5 **Council (“IREC”) recommend that disconnects not be required for systems under**
6 **10 kilowatts (“kW”). Are you familiar with any such federal guidelines?**

7 A. No. Vectren South asked Mr. Morton which federal guidelines he was referring to.
8 Initially, Morton Solar contended there were Federal Energy Regulatory Commission
9 (“FERC”) guidelines that held the disconnect switch was not required. See
10 Respondent’s Exhibit JHC-2. Vectren South requested Morton Solar to provide copies
11 of the FERC guidelines, and Mr. Morton provided a copy of a paper prepared by the U.S.
12 Department of Energy Office of Energy Efficiency and Renewable Energy (“DOE”).
13 Respondent’s Exhibit JHC-3. Vectren South takes this to mean that Morton Solar
14 concedes there are no applicable FERC guidelines.

15 **Q. Have you reviewed the paper prepared by the DOE?**

16 A. Yes. This paper was prepared by the National Renewable Energy Laboratory for the
17 Office of Energy Efficiency & Renewable Energy section of the DOE. The purpose of
18 this paper is to advocate for eliminating the disconnect switch. As such, this paper is not
19 an independent and neutral evaluation of the issue leading to a conclusion to eliminate
20 the switch. It is seeking to promote solar energy as an effective alternate energy source
21 and support the spread of this technology as economically as possible.

22 There are portions of the paper where I would challenge their information. For example,
23 on page 10, they list nine disconnect devices that would provide the necessary
24 separation of the solar generator from the grid. While they acknowledge that not all

1 apply to every customer, the fact that none of those provides a means of disconnect that
2 is immediately visible and easily available to company employees on site is ignored.

3 I would point out too from their paper (starting on page 15) they show all fifty states and
4 the District of Columbia listing their regulated interconnect requirements. Of the 36
5 states with rules, 18 specifically require the disconnect switch. Thus, the Company's
6 requirement to install the switch is consistent with half of the states with rules governing
7 interconnections.

8 **Q. What danger do net metering facilities present to Vectren South's employees and**
9 **contractors?**

10 A. Should a line crew unexpectedly contact or ground a live line, there is a reasonable risk
11 of injury or property damage, including damage to the solar generating system.

12 **Q. Mr. Morton contends that Vectren South's review of the impact of Dr. Ted**
13 **Stransky's net metering facility on the transformer serving his neighbor and him**
14 **was unreasonable (p. 5). Why was Vectren South concerned about the**
15 **transformer?**

16 A. While there was no concern over the transformer capacity to serve the two customers,
17 Dr. Stransky's installation was the first of this size where one transformer served multiple
18 secondary customers on the Vectren system. Because the nameplate capacity of the
19 customer's inverter installation was over 20 kilovolt-amperes (kVA), it was appropriate
20 for the Company to do a more thorough investigation of the impact on the installation
21 (per 170 IAC 4-4.3.7e, Level 2 Interconnection Review), particularly in light of the fact
22 that another customer was served from the same distribution transformer as Dr.
23 Stransky.

1 Anytime more than one customer is connected to a single transformer, there is a
2 potential for one to impact the others. With a solar PV installation of this size, Vectren
3 wanted to evaluate the voltage swings at the transformer caused by load changes at the
4 customer with the PV installation. These voltage changes should not cause a condition
5 that could negatively impact the other customer. This is a reasonable process that was
6 necessary to protect the other customer and Vectren South as well as Dr. Stransky

7 With any current flow through a conductor, there is a voltage change. In the scenario
8 where a solar generator goes from very sunny to a shaded condition and back in a short
9 period of time (such as is common on some sunny days as clouds pass over), the
10 impact on the secondary voltage at the transformer goes from being driven higher by
11 power flowing in, to being pulled lower as the cloud reduces the amount of generation
12 and the generating customer becomes a load again. upon further review of the
13 proposed customer equipment and the interconnecting transformer, it was determined
14 that Dr. Stransky's solar system could be operated without causing an unacceptable
15 secondary voltage at the transformer meaning the customers would receive power at an
16 acceptable voltage level.

17 **Q. Are you familiar with the meters Vectren South installs for a typical residential**
18 **customer?**

19 A. Yes.

20 **Q. What is the impact on those meters of a net-metering facility sending electricity**
21 **from the customer's house to Vectren South's distribution system?**

22 A. The Company has a variety of single phase residential meters presently in service. We
23 have historically used electromechanical meters which come in three types.

- 1 • The first and most common type, which comprises approximately 90% of the
2 installed single phase residential meters installed, will measure power flowing in
3 either direction (the dial spins in both directions). These meters are only
4 calibrated in the expected direction of power flow, and may not accurately
5 capture the power coming from the solar generator into the Vectren system as
6 installed.
- 7 • The second type comprises less than 1% of the total installed meters and it is
8 detented, meaning it will not register any power flow in the reverse direction.
9 With this meter, the consumer would not receive the credit due for the power
10 provided to Vectren by the solar unit.
- 11 • The third type represents much less than 1% of total meters, and it records
12 power flow in either direction through the meter as consumption by the customer.
13 In this case, the energy the solar system provides would actually be charged to
14 the consumer as usage.

15 At this time, new single phase residential meter installations use an electronic type, and
16 they represent the remaining meters in use on the Vectren South system. All of the
17 electronic meters operate in a detented mode as described in the second bullet above,
18 with customers not receiving credit for the power supplied to the power system.

19 In the event a net meter is needed due to solar panels or for other reasons, a specific
20 meter system designed for capturing flows in both directions that uses two separate
21 meter registers in a single housing to measure power to the consumer and power from
22 the consumer's PV system. The Vectren South customer information system
23 determines the difference in the two values (the net) and calculates the correct effective
24 usage, or credit, for correct customer billing.

1 **Q. Why does Vectren South install a specific bi-directional meter if the standard**
2 **meter runs backwards?**

3 A. Unless an appropriate net meter is installed, there is no assurance that the existing
4 meter will accurately capture the power flows in both directions and result in correct
5 billing for the customer and Vectren. The multiple-register meter, used as a net meter,
6 also provides more information for resolving any billing issues that may occur as a result
7 of the operation of the facility.

8 **Q. Does this conclude your prepared direct testimony?**

9 A. Yes, at this time.

VERIFICATION

The undersigned, James H. Cox, affirms under the penalties of perjury that the answers in the foregoing Direct Testimony in Cause No. 44344 are true to the best of his knowledge, information and belief.



James H. Cox

ELECTRIC UTILITIES

Common Use means simultaneous use by two or more utilities of the same kind.

Joint Use means simultaneous use by two or more kinds of utilities.

Voltage or volts means the highest effective voltage between any two conductors of the circuit concerned, except that in grounded multiwire circuits, not exceeding 750 volts between outer conductors, it means the highest effective voltage between any wire of the circuit and the ground.

In ungrounded circuits not exceeding 750 volts, voltage to ground means the voltage of the circuit.

When one circuit is directly connected to another circuit of higher voltage (as in the case of an auto-transformer), both are considered as of the higher voltage, unless the circuit of lower voltage is permanently grounded. Direct connection implies electrical connection as distinguished from connection merely through electromagnetic or electrostatic induction. (*Indiana Utility Regulatory Commission; No. 17689: Safety And Inductive Co-ordination Rule 12; filed Jan 2, 1946, 10:00 am: Rules and Regs. 1947, p. 1638; readopted filed Jul 11, 2001, 4:30 p.m.: 24 IR 4233; readopted filed Apr 24, 2007, 8:21 a.m.: 20070509-IR-170070147RFA; errata filed Jul 21, 2009, 1:33 p.m.: 20090819-IR-170090571ACA; readopted filed Aug 2, 2013, 2:16 p.m.: 20130828-IR-170130227RFA*)

Rule 4. Cogeneration and Small Power Production Facilities (Repealed)

(*Repealed by Indiana Utility Regulatory Commission; filed Mar 7, 1985, 10:04 am: 8 IR 766*)

Rule 4.1. Cogeneration and Alternate Energy Production Facilities

170 IAC 4-4.1-1 Definitions

Authority: IC 8-1-1; IC 8-1-2; IC 8-1-2.4

Affected: IC 8-1-2.4

Sec. 1. (a) As used in this rule, "alternate energy production facility" means an arrangement of equipment for the production of electricity from the movement of water or wind, by photoelectric transformation, or through the combustion of refuse, a renewable source, or a recovered resource.

(b) As used in this rule, "avoided cost" means the incremental cost to an electric utility of electric energy or capacity, or both, which, but for the purchase from a qualifying facility or facilities, the utility would generate or maintain itself or purchase from another source.

(c) As used in this rule, "back-up power" means electric energy or capacity supplied by an electric utility to replace energy ordinarily generated by a qualifying facility's own generation equipment during an unscheduled outage of the facility.

(d) As used in this rule, "capacity" means the ability to provide electric energy in a period of time.

(e) As used in this rule, "cogeneration facility" means an arrangement of equipment which uses thermal energy to sequentially or simultaneously render electricity and useful thermal energy used for industrial, commercial, heating, or cooling purposes. The facility must meet energy efficiency standards for a cogeneration facility established by the Federal Energy Regulatory Commission under 16 U.S.C. 824a-3, in effect November 9, 1978.

(f) As used in this rule, "commission" means the Indiana utility regulatory commission.

(g) As used in this rule, "electric utility" means a public utility or municipally-owned utility that owns, operates, or manages an electric plant.

(h) As used in this rule, "existing qualifying facility" means a qualifying facility which was in operation before July 1, 1983.

(i) As used in this rule, "generating electric utility" means an electric utility with an annual sale of five hundred (500) million kilowatt-hours or more, which owns or leases, in whole or part, an electric generating facility providing a portion of the kilowatt-hours sold to its customers.

(j) As used in this rule, "interconnection" means the physical, parallel connection of a qualifying facility with a transmission or distribution facility of an electric utility for the purchase or sale, or both, of electricity.

(k) As used in this rule, "interconnection cost" means the reasonable cost of connection, switching, metering, transmission, distribution, safety provisions, and administrative costs incurred by the electric utility directly related to the installation and maintenance of a physical facility necessary to permit interconnected operations with a qualifying facility, to the extent the costs are:

ELECTRIC UTILITIES

(1) in excess of the corresponding costs which the electric utility would have incurred if it had not engaged in interconnected operations but instead generated an equivalent amount of electricity itself or purchased an equivalent amount of electricity from other sources; and

(2) not otherwise recognized in rates for purchase of energy, or capacity and energy, by the electric utility.

(l) As used in this rule, "interruptible power" means electric energy or capacity supplied by an electric utility subject to interruption by the electric utility under specified conditions.

(m) As used in this rule, "line losses" means the percentage loss of energy experienced in a period between the generation facilities of an electric utility and the customers of that electric utility.

(n) As used in this rule, "maintenance power" means electric energy or capacity supplied by an electric utility during scheduled outages of the qualifying facility.

(o) As used in this rule, "parallel" means the designed operation of the qualifying facility, interconnection equipment, and electric utility's system where the instantaneous flow of electrical energy may automatically occur in either direction across the interconnection point between the qualifying facility and the electrical utility's transmission and distribution system.

(p) As used in this rule, "purchase" means the purchase of electric energy or capacity, or both, from a qualifying facility by an electric utility.

(q) As used in this rule, "qualifying facility" means a cogeneration or alternate energy production facility of eighty (80) megawatts capacity or less which is owned not more than fifty percent (50%) in equity interest by a person primarily engaged in the generation or retail sale of electricity, gas, or thermal energy, other than as described in this rule.

(r) As used in this rule, "supplementary power" means electric energy or capacity supplied by an electric utility, regularly used by a qualifying facility in addition to that which the facility generates itself.

(s) As used in this rule, "system emergency" means a condition on a utility's system liable to result in any of the following:

(1) A significant disruption of service to a customer.

(2) A substantial deviation from a normal service standard.

(3) An endangerment to life or property.

(t) As used in this rule, "wheeling" means the transfer of energy and capacity by direct transmission or displacement from a qualifying facility to a purchasing electric utility over a transmission or distribution facility, or both, of the utility with which the qualifying facility is interconnected. (*Indiana Utility Regulatory Commission; 170 IAC 4-4.1-1; filed Mar 7, 1985, 10:04 a.m.: 8 IR 759; filed Jun 8, 1989, 2:00 p.m.: 12 IR 1834; filed Apr 4, 1995, 11:45 a.m.: 18 IR 1994; readopted filed Jul 11, 2001, 4:30 p.m.: 24 IR 4233; readopted filed Apr 24, 2007, 8:21 a.m.: 20070509-IR-170070147RFA; readopted filed Aug 2, 2013, 2:16 p.m.: 20130828-IR-170130227RFA*)

170 IAC 4-4.1-2 Applicability

Authority: IC 8-1-2.4-1

Affected: IC 8-1-2.4-1

Sec. 2. All electric utilities, which have customers within the state of Indiana, and all qualifying facilities will be subject to 170 IAC 4-4.1. (*Indiana Utility Regulatory Commission; 170 IAC 4-4.1-2; filed Mar 7, 1985, 10:04 am: 8 IR 760; readopted filed Jul 11, 2001, 4:30 p.m.: 24 IR 4233; readopted filed Apr 24, 2007, 8:21 a.m.: 20070509-IR-170070147RFA; readopted filed Aug 2, 2013, 2:16 p.m.: 20130828-IR-170130227RFA*)

170 IAC 4-4.1-3 Exemption

Authority: IC 8-1-1; IC 8-1-2; IC 8-1-2.4

Affected: IC 8-1-2; IC 8-1-2.4

Sec. 3. Qualifying facilities shall be exempt from revenue requirement and associated regulation under IC 8-1-2 as administered by the Indiana utility regulatory commission, but the commission shall be final authority over rates for purchase and sale of electric energy and capacity in transactions between qualifying facilities and electric utilities. However, nothing in this rule limits the authority of a utility and a qualifying facility to mutually agree to rates for purchase, and sale transactions, which may differ from conditions which are specified in this rule, provided such agreements, specifying rates and terms, are filed with the

ELECTRIC UTILITIES

Sec. 6. (a) The terms and conditions for the wheeling of nonfirm energy or capacity and energy for an Indiana qualifying facility and the rate for such service shall be specified in a contract between the Indiana qualifying facility and the electric utility and shall not conflict with the Federal Energy Regulatory Commission's implementation of the Federal Power Act or with the authority of any other relevant federal authority. The electric utility shall offer to wheel pursuant to, at a minimum:

- (1) a contract of five (5) years' duration or longer to wheel capacity and energy;
- (2) a contract of five (5) years' duration or longer to wheel capacity and energy, subject to cancellation by the electric utility with two (2) years' written notice to the Indiana qualifying facility; or
- (3) a contract to wheel capacity and energy when, as, and if such service is available from the electric utility.

(b) When requested by the qualifying facility, the electric utility shall provide an estimate of the capacity and energy which the electric utility will be able to wheel on its existing and planned transmission-distribution system during the next five (5) years.

(c) Rates for wheeling as follows:

(1) The wheeling rate will be based on the estimated average cost of the existing transmission and distribution facilities used to provide the wheeling service for the Indiana qualifying facility.

(2) The rate for wheeling capacity and energy pursuant to a long-term contract subject to cancellation by the electric utility shall be based on the electric utility's estimated average cost of the existing transmission and distribution facilities used to provide the wheeling service for the Indiana qualifying facility.

(3) The rate for wheeling capacity and energy pursuant to a contract providing for such service when, as, and if available from the electric utility shall be based on the electric utility's actual expenses associated with the transaction plus no more than two (2.0) mills per kilowatt-hour of electricity wheeled.

(d) If an electric utility estimates that its existing and planned transmission and distribution facilities are inadequate to guarantee the wheeling service requested by the qualifying facility, or an electric utility providing wheeling service for the qualifying facility pursuant to a long-term contract subject to cancellation determines such service can no longer be guaranteed without significant service disruptions to the electric utility's own customers or physical additions to electric utility's transmission and distribution facilities, the electric utility will provide the Indiana qualifying facility with an estimate of the additional investment and expenses that it would necessarily incur in order to provide or continue to provide wheeling service for the qualifying facility. This estimate should be based upon sound engineering design and economics. If the qualifying facility agrees to pay the estimated costs, the electric utility shall endeavor to make the additional investment and operational changes necessary to ensure that it will be able to provide or continue to provide the wheeling service requested by the qualifying facility from the electric utility for the required transmission and distribution facility additions or operational changes. Such agreement shall recognize the current and future benefits, if any, provided to the electric utility and its ratepayers by such facility additions or operational changes.

(e) If the electric utility gives notice of its intention to cancel a long-term contract subject to cancellation and the qualifying facility pays for the facility additions and operational changes necessary for the electric utility to be able to continue to guarantee the wheeling service for the qualifying facility, the electric utility shall provide the wheeling service for the remainder of the original contract term plus such additional period as may be requested by the qualifying facility and for which the facility additions and operational changes paid for by the qualifying facility will permit the electric utility to guarantee such service.

(f) In determining the wheeling rate pursuant to subsection (c), recognition shall be given to the costs paid by the qualifying facility for the facility additions or operational changes in electric utility's transmission-distribution system. (*Indiana Utility Regulatory Commission; 170 IAC 4-4.1-6; filed Mar 7, 1985, 10:04 a.m.: 8 IR 761; filed Jun 8, 1989, 2:00 p.m.: 12 IR 1835; readopted filed Jul 11, 2001, 4:30 p.m.: 24 IR 4233; readopted filed Apr 24, 2007, 8:21 a.m.: 20070509-IR-170070147RFA; readopted filed Aug 2, 2013, 2:16 p.m.: 20130828-IR-170130227RFA*)

170 IAC 4-4.1-7 Interconnections; metering; costs

Authority: IC 8-1-1; IC 8-1-2; IC 8-1-2.4

Affected: IC 8-1-2; IC 8-1-2.4

Sec. 7. (a) The qualifying facility shall:

- (1) install, operate, and maintain in good order such:
 - (A) relays;

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- (B) locks and seals;
- (C) breakers;
- (D) automatic synchronizers; and
- (E) other control and protective apparatus;

as shall be designated by the electric utility for safe, efficient, and reliable operation in parallel to the electric utility's system; and

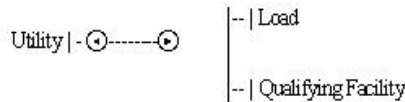
(2) bear full responsibility for the installation and safe operation of this equipment.

Breakers and/or switches capable of isolating the qualifying facility from the electric utility shall at all times be immediately accessible to the electric utility. The electric utility may isolate any qualifying facility at its own discretion if the electric utility believes continued parallel operation with the qualifying facility creates or contributes to a system emergency. System emergencies causing discontinuance of parallel operation are subject to verification by the commission. The facilities installed by the qualifying facility shall comply with 170 IAC 4-1-26(a) and the electric utility's rules and regulations for electric service in effect from time to time. The qualifying facility shall comply with the applicable requirements of 170 IAC 4-4.3.

(b) To properly record the number of kilowatt hours being purchased or sold by the electric utility or qualifying facility, the following configurations shall be the basis for metering:

(1) When purchases by the electric utility from the qualifying facility are intended to be less than one thousand (1,000) kilowatt hours per month and the qualifying facility agrees, a single, bidirectional meter may be placed between the electric utility's system and the qualifying facility.

(2) When the qualifying facility will not be simultaneously selling to and purchasing from the electric utility, two (2) monodirectional meters shall be placed in a series arrangement between the electric utility's electric system and the qualifying facility, as shown as follows:



(3) When the qualifying facility will simultaneously sell to and purchase from the electric utility, two (2) monodirectional meters shall be placed in a series arrangement between the electric utility's system and the qualifying facility, and a single, monodirectional meter shall be placed between the electric utility's system and the on-site load of the qualifying facility that will be served by the electric utility, as shown as follows:



(4) The metering equipment installed by the electric utility may be designed to recognize the different rate periods.

(5) The electric utility and the qualifying facility may agree to other metering arrangements.

(6) The electric utility may, solely at its option, install additional metering equipment at its own expense.

(Indiana Utility Regulatory Commission; 170 IAC 4-4.1-7; filed Mar 7, 1985, 10:04 a.m.: 8 IR 762; filed Jun 8, 1989, 2:00 p.m.: 12 IR 1836; filed Oct 15, 1990, 3:28 p.m.: 14 IR 419; readopted filed Jul 11, 2001, 4:30 p.m.: 24 IR 4233; filed Mar 6, 2006, 9:45 a.m.: 29 IR 2169; readopted filed Jul 12, 2012, 2:12 p.m.: 20120808-IR-170120114RFA; readopted filed Aug 2, 2013, 2:16 p.m.: 20130828-IR-170130227RFA)

170 IAC 4-4.1-8 Rates for energy purchase

Authority: IC 8-1-2.4-1

Affected: IC 8-1-2.4-1

Sec. 8. (a) The rate to be paid by a generating electric utility for purchase of energy from a qualifying facility shall be an average of marginal running costs of the generating electric utility adjusted for line losses in accordance with:

ELECTRIC UTILITIES

170 IAC 4-4.3-4 General interconnection provisions

Authority: IC 8-1-1-3; IC 8-1-2.4

Affected: IC 8-1-2

Sec. 4. (a) Each investor-owned electric utility shall provide each of the following three (3) procedures for applications for interconnection of customer-generator facilities and use:

(1) The Level 1 review procedure described in section 6 of this rule for applications to connect inverter-based customer-generator facilities that:

- (A) have a nameplate capacity of ten (10) kilowatts or less; and
- (B) meet the certification requirements of section 5 of this rule.

(2) The Level 2 review procedure described in section 7 of this rule for applications to connect customer-generator facilities:

- (A) with a nameplate capacity of two (2) megawatts or less; and
- (B) that meet the certification requirements of section 5 of this rule.

(3) The Level 3 review procedure described in section 8 of this rule for applications to connect customer-generator facilities to its distribution system that do not qualify for either Level 1 or Level 2 interconnection review procedures.

(b) Each utility shall designate a contact person or office from which an eligible customer can obtain basic application forms and information through an informal process.

(c) Each utility shall use commission-approved interconnection application and interconnection agreement forms.

(d) The utility may require the applicant to include a disconnect switch as a supplement to the equipment package.

(e) Application and interconnection review fees shall be set as follows:

(1) A utility shall not charge an application or other fee to an applicant that requests Level 1 interconnection review. However, if an application for Level 1 interconnection review is denied because the:

- (A) application does not meet the requirements for Level 1 interconnection review; and
- (B) applicant resubmits the application under another review procedure;

the utility may impose a fee for the resubmitted application, consistent with this section.

(2) For a Level 2 interconnection review, the utility may charge fees up to fifty dollars (\$50) plus one dollar (\$1) per kilowatt of the customer-generator facility's nameplate capacity, plus the cost of any minor modifications to the electric distribution system or additional review, if required under section 7(q)(3) of this rule. Costs for minor modifications or additional review shall be:

- (A) based on utility estimates; and
- (B) subject to review by the commission or its designee.

Costs for engineering work done as part of any additional review shall not exceed one hundred dollars (\$100) per hour.

(3) For a Level 3 interconnection review, the utility may charge fees up to one hundred dollars (\$100) plus two dollars (\$2) per kilowatt of the customer-generator facility's nameplate capacity, as well as charges for actual time spent on any impact or facilities studies required under section 8 of this rule. Costs for engineering work done as part of any impact or facilities study shall not exceed one hundred dollars (\$100) per hour. If the utility must install facilities in order to accommodate the interconnection of the customer-generator facility, the cost of such facilities shall be the responsibility of the applicant.

(f) The interconnection and operation of any customer-generator facility is secondary to and shall not interfere with the ability of the utility to meet its primary responsibility of furnishing reasonably adequate service to all customers.

(g) All the customer-generator facility electrical installations shall conform to the following:

- (1) The requirements of local ordinances and inspection authorities.
- (2) The applicable requirements of this rule.

(Indiana Utility Regulatory Commission; 170 IAC 4-4.3-4; filed Mar 6, 2006, 9:45 a.m.: 29 IR 2171; readopted filed Jul 12, 2012, 2:12 p.m.: 20120808-IR-170120114RFA; readopted filed Aug 2, 2013, 2:16 p.m.: 20130828-IR-170130227 RFA)

170 IAC 4-4.3-5 Certification of customer-generator facilities

Authority: IC 8-1-1-3; IC 8-1-2.4

Affected: IC 8-1-2

**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)**

**RESPONSE TO VECTREN ENERGY'S
1ST SET OF DATA REQUESTS TO
MORTON SOLAR & WIND, LLC**

Morton Solar & Wind, LLC (“the Complainant”), by and through its legal counsel, responds to the first set of data requests from Vectren Energy as follows:

NOTES AND GENERAL OBJECTIONS RE ALL DOCUMENT REQUESTS

1. The responses provided to this discovery request have been prepared pursuant to a reasonable and diligent investigation and search for the requested information. The Complainant is a limited liability company, with limited administrative and support staff who are responsible for its administration and day-to-day operations. The limited number of administrative and support staff limits its ability to locate quickly “all” documents relevant to particular issues.

Accordingly, the Complainant cannot and does not represent that responses to the Requests provide every possible piece of information that exists in any form; rather, the responses reflect the information obtained up to this date by it and its consultants pursuant to a reasonable and diligent search of the documents and records available to these representatives. In this posture, the Complainant has made a diligent effort to locate and identify all documents responsive to the Requests directed to it within the applicable discovery rules. To the extent that the Requests purport

to require more than this reasonable and diligent search and investigation, the Complainant objects on the grounds that such a search would represent an undue burden and/or unreasonable expense.

2. The Complainant objects to the Requests to the extent that they seek documents or information which, in whole or in part, request, offer, represent, or relate to counsel's legal advice, legal conclusions or mental impressions about the case, including counsel's legal theories and expectations or preparations for litigation, since these are protected by attorney-client and attorney work-product privileges, and are not discoverable. The Complainant objects to the Requests to the extent the term "all documents" includes items that contain matter privileged under the attorney-client and attorney work-product privileges. However, subject to mutual agreement with counsel for Vectren Energy, counsel for the Complainant will, on a reciprocal basis, prepare and provide a privilege log.

3. The Complainant objects to the Requests to the extent they exceed the scope and methods of discovery allowed under Trial Rule 26(B). The Complainant further reserves its right under Trial Rule 26(B) to seek compensation for expert fees and costs associated with complying with the Requests.

4. The Complainant objects to the Requests as unreasonably cumulative or duplicative to the extent the information is obtainable from some other source that is more convenient, less burdensome, or less expensive including but not limited to testimony previously filed or to be filed in this cause.

5. The Complainant objects to the Requests to the extent they are unduly burdensome, oppressive, and calculated to take the Complainant, and its staff, away from normal work activities, require them to spend hours reviewing organizational records in order to answer said Requests, and require them to expend significant resources to provide complete and accurate answers to Vectren Energy's discovery requests to generate material that, even if relevant, is of marginal value and can be obtained more easily through other means.

6. The Complainant objects to the Requests to the extent they seek documents and/or information which are neither relevant nor material to the subject matter of this litigation, nor reasonably calculated to lead to the discovery of relevant or admissible evidence, especially, but not exclusively, because they seek information outside the scope of this proceeding.

7. The Complainant objects to the Requests to the extent that they seek analysis, calculations, or compilations which have not already been performed and which the Complainant objects to performing.

8. The Complainant objects to the Requests to the extent that they are vague and ambiguous and provide no reasonable basis from which the Complainant can determine what information is being sought.

9. The Complainant objects to the Requests to the extent they request or direct supplementation except to the extent required by Ind. Tr. R. 26(E).

10. The Complainant objects to the Requests for the additional, specific individual grounds identified immediately before each Response.

Respectfully submitted,

/s/ J. David Agnew _____

J. David Agnew

Attorney for Complainant

LORCH NAVILLE WARD LLC

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New Albany, IN 47150

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dagnew@lnwlegal.com

Pursuant to 170 IAC 1-1.1-16 and the agreements regarding discovery at the Prehearing Conference in this Cause, Southern Indiana Gas and Electric Company, Inc. d/b/a Vectren Energy Delivery of Indiana, Inc. (“Vectren Energy” or “Respondent”) hereby requests Morton Solar & Wind LLC (“Morton Solar”) respond to each of the following discovery requests.

Vectren Energy requests that responses be transmitted via email, when possible. Production shall be made to the following Vectren Energy counsel, as soon as practicable and, in no event later than the discovery deadline agreed to at the Prehearing Conference in this proceeding:

Robert E. Heidorn, Atty. No. 14264-49
VECTREN CORPORATION
One Vectren Square
211 N.W. Riverside Drive
Evansville, IN 47708
E-Mail: rheidorn@vectren.com

and

Joshua A. Claybourn, # 26305-49
Vectren Corporation
One Vectren Square
211 N.W. Riverside Drive
Evansville, Indiana 47708
E-Mail: jclaybourn@vectren.com

and

P. Jason Stephenson, Atty. No. 21839-49
BARNES & THORNBURG LLP
11 South Meridian Street
Indianapolis, IN 46204
E-Mail: Jason.stephenson@btlaw.com

DEFINITIONS AND INSTRUCTIONS

1. “Communication” means the transmittal in any manner or by any method of information (in the form of facts, ideas, inquiries, or otherwise).
2. “Complaint” shall mean the Verified Complaint and Appeal From Consumer Affairs Decision filed by Morton Solar to initiate this proceeding.
3. “Documents” means and includes any and all materials within the scope of Ind. Trial Rule 34(A)(1) and shall be construed broadly to encompass, without limitation, all handwritten, typed, printed or otherwise visually or orally reproduced materials, whether copies or originals, and includes drafts and translations of any document, data sheets, discs, diskettes, data contained in any computer, emails, spreadsheets, faxes, printed material, information that can be retrieved from any computer, and any information produced or reproduced mechanically, magnetically, electrically, electronically, photographically, or by any other means.
4. “Identify” means:
 - a. As to an individual, state the individual's name, business address, present occupation, present organizational title, and, where relevant, past occupation and organizational title;
 - b. As to an entity other than an individual, state its full name, the address of its principal place of business, and its state of incorporation or organization;
 - c. As to a document, state its author or maker, date, general subject matter, addressees, and recipients, if any;

- d. As to a meeting or oral communication, state the date and place of such meeting or oral communication, the purpose and subjects of such meeting or oral communication, every person participating in or present at such meeting or oral communication, and every document referring or relating to such meeting or oral communication;
- e. As to a fact, state the subject and substance of the fact, each meeting, communication or other event, which constitutes the fact, and each document referring or relating to the fact.

5. "Morton Solar" means Morton Solar & Wind, LLC and all of its agents, representatives, consultants, and employees.

6. These requests shall be deemed to be continuing. Any information or document responsive to these requests which Morton Solar acquires subsequent to the initial response shall be provided within a reasonable time after such information or document is acquired.

7. This set of data request is subject to supplementation and amendment as required by Ind. Trail Rule 26(E).

DATA REQUESTS

Request No. 1-18

Referencing numerical paragraph 17 in the Complaint, please identify all “projects” as that term is used in the Complaint that Morton Solar has been involved in that were to be interconnected with Vectren Energy’s electric distribution system and which Morton Solar alleges Vectren Energy unnecessarily delayed implementation.

Response: See the specific allegations contained in Count I of the Complaint and in paragraph 17 in Count II of the Complaint. These allegations will be presented in greater detail in Morton Solar’s prefiled testimony.

In addition to the projects identified in the Complaint, Morton Solar Project P173 EVPL was unnecessarily delayed by Vectren. Specifically, a Vectren engineer insisted that a disconnect be installed next to a meter in the customer’s basement. However, there was already a circuit breaker that could be used which was located only 15

feet away from meter. Disconnects are not needed because UL1741 inverters are certified to shut down automatically, and FERC guidelines indicate that these disconnects are not needed for small systems. In this case, this delayed the project 1 month and added \$3,500 to cost of project. According to Mike Ruder, Facilities Manager of library, he discussed this with a Vectren Engineer who stated, "We [Vectren] will get our money one way or another."

**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)**

**RESPONSE TO VECTREN ENERGY'S
2ND SET OF DATA REQUESTS TO
MORTON SOLAR & WIND, LLC**

Morton Solar & Wind, LLC (“the Complainant”), by and through its legal counsel, responds to the first set of data requests from Vectren Energy as follows:

NOTES AND GENERAL OBJECTIONS RE ALL DOCUMENT REQUESTS

1. The responses provided to this discovery request have been prepared pursuant to a reasonable and diligent investigation and search for the requested information. The Complainant is a limited liability company, with limited administrative and support staff who are responsible for its administration and day-to-day operations. The limited number of administrative and support staff limits its ability to locate quickly “all” documents relevant to particular issues.

Accordingly, the Complainant cannot and does not represent that responses to the Requests provide every possible piece of information that exists in any form; rather, the responses reflect the information obtained up to this date by it and its consultants pursuant to a reasonable and diligent search of the documents and records available to these representatives. In this posture, the Complainant has made a diligent effort to locate and identify all documents responsive to the Requests directed to it within the applicable discovery rules. To the extent that

the Requests purport to require more than this reasonable and diligent search and investigation, the Complainant objects on the grounds that such a search would represent an undue burden and/or unreasonable expense.

2. The Complainant objects to the Requests to the extent that they seek documents or information which, in whole or in part, request, offer, represent, or relate to counsel's legal advice, legal conclusions or mental impressions about the case, including counsel's legal theories and expectations or preparations for litigation, since these are protected by attorney-client and attorney work-product privileges, and are not discoverable. The Complainant objects to the Requests to the extent the term "all documents" includes items that contain matter privileged under the attorney-client and attorney work-product privileges. However, subject to mutual agreement with counsel for Vectren Energy, counsel for the Complainant will, on a reciprocal basis, prepare and provide a privilege log.

3. The Complainant objects to the Requests to the extent they exceed the scope and methods of discovery allowed under Trial Rule 226(B). The Complainant further reserves its right under Trial Rule 26(B) to seek compensation for expert fees and costs associated with complying with the Requests.

4. The Complainant objects to the Requests as unreasonably cumulative or duplicative to the extent the information is obtainable from some other source that is more convenient, less burdensome, or less expensive including but not limited to testimony previously filed or to be filed in this cause.

5. The Complainant objects to the Requests to the extent they are unduly burdensome, oppressive, and calculated to take the Complainant, and its staff, away from normal work activities, require them to spend hours reviewing organizational records in order to answer

said Requests, and require them to expend significant resources to provide complete and accurate answers to Vectren Energy's discovery requests to generate material that, even if relevant, is of marginal value and can be obtained more easily through other means.

6. The Complainant objects to the Requests to the extent they seek documents and/or information which are neither relevant nor material to the subject matter of this litigation, nor reasonably calculated to lead to the discovery of relevant or admissible evidence, especially, but not exclusively, because they seek information outside the scope of this proceeding.

7. The Complainant objects to the Requests to the extent that they seek analysis, calculations, or compilations which have not already been performed and which the Complainant objects to performing.

8. The Complainant objects to the Requests to the extent that they are vague and ambiguous and provide no reasonable basis from which the Complainant can determine what information is being sought.

9. The Complainant objects to the Requests to the extent they request or direct supplementation except to the extent required by Ind. Tr. R. 26(E).

10. The Complainant objects to the Requests for the additional, specific individual grounds identified immediately before each Response.

Respectfully submitted,

/s/ J. David Agnew

J. David Agnew

Attorney for Complainant

LORCH NAVILLE WARD LLC

506 State Street

P.O. Box 1343

New Albany, IN 47151-1343

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Fax: 812.949.3773

Email: dagnew@lnwlegal.com

Request No. 2-19 Please reference Morton Solar's response to Vectren's Request No. 1-18. Please provide copies of the FERC guidelines that indicate disconnects are not needed for small systems.

See, Coddington, M.H., R.M. Margolis, and J. Aabakken. (2008) *Utility-Interconnected Photovoltaic Systems: Evaluating the Rationale for the Utility-Accessible External Device Switch*. U.S. Dept. of Energy Office of Energy Efficiency and Renewable Energy. National Renewable Energy Laboratory. Technical Report NREL/TP-581-42675. Midwest Research Institute: January 2008. <http://www.nrel.gov/docs/fy08osti/42675.pdf>.