

RIDER 780
NET METERING

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TO WHOM AVAILABLE

This Rider shall be applicable to the Rate Schedules as identified in Appendix A to a Customer that installs an eligible net metering facility.

REQUIREMENTS

In accordance with 170 IAC 4-4.2, the IURC Rules applicable to net metering, as the same may be revised from time to time by the Commission, all Customers may operate a solar, wind or hydro electrical generating facility ("Facility") and may be considered an eligible net metering Customer if the Customer is in good standing and the Facility:

1. has a total nameplate capacity less than or equal to one MW;
2. is located on the eligible net metering Customer's premises and operated by the Customer;
3. is connected in parallel with the Company's electric Distribution and Transmission system; and
4. is used primarily to offset all or part of the eligible net metering Customer's own electricity requirements

If Customer has a total nameplate capacity in excess of the amount designated as being subject to this Rider, Customer may apply for treatment under the Company's Rate 765, Renewable Feed-In, to the extent available.

The Company may offer net metering to other Customers at the Company's discretion.

An eligible net metering Customer whose account is not more than thirty (30) days in arrears and who does not have any legal orders outstanding pertaining to any account with the Company is qualified as an eligible net metering Customer in good standing.

The aggregate amount of net metering capacity allowable to all eligible Customers under this Rider shall be determined by the sum of each Facility's nameplate capacity treated under this Rider and shall not exceed thirty (30) MWs forty percent (40%) of which shall be reserved for use by residential customers.

Before the Company will allow interconnection with an eligible net metering Customer's Facility and before net metering service may begin, the Customer will be required to enter into an interconnection agreement applicable to the Facility as set forth in Rider 779 – Interconnection Standards.

The eligible net metering Customer shall install, operate and maintain the Facility in accordance with the manufacturer's suggested practice for safe, efficient and reliable operation interconnected to the Company's electric system.

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BILLING

The Company will determine an eligible net metering Customer's monthly bill as follows:

1. The Company will measure the difference between the amount of electricity delivered by the Company to the eligible net metering Customer and the amount of electricity generated by the eligible net metering Customer and delivered to the Company during the month as defined in 170 IAC 4-5-2 of the IURC Rules, in accordance with the Company's normal metering practices.
2. If the kWhs delivered by the Company to the eligible net metering Customer exceed the kWh delivered by the eligible net metering Customer to the Company during the month as defined in 170 IAC 4-5-2 of the IURC Rules, the eligible net metering Customer will be billed for the kWh difference at the rate applicable to the eligible net metering Customer if it was not an eligible net metering Customer. If the kWh generated by the eligible net metering Customer and delivered to the Company exceeds the kWh supplied by the Company to the eligible net metering Customer during the month as defined in 170 IAC 4-5-2 of the IURC Rules, the eligible net metering Customer shall be credited in the next billing cycle for the kWh difference.
3. When eligible net metering Customer elects to no longer participate in net metering under this Rider, any unused credit shall revert to the Company.

GENERAL TERMS AND CONDITIONS

Any Customer requesting service under this Rate Schedule shall enter into a written contract in the form attached hereto for an initial period of not less than 1 Contract Years, and such contract shall continue from year-to-year thereafter unless terminated by either party giving to the other at least 60 days prior written notice of the termination of such contract. The form of agreement is included herein.

Notwithstanding the foregoing, contracts under this Rate Schedule shall terminate in accordance with Rule 5.8 of the Company Rules.

Customer conformance with these requirements does not convey any liability to the Company for damages or injuries arising from the installation or operation of the generator system.

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NET METERING AGREEMENT

This AGREEMENT, is between Northern Indiana Public Service Company, an Indiana corporation, (Company) and _____ (Customer).

WITNESSETH:

Based on the mutual obligations contained in this Agreement, Customer and Company agree as follows:

I. TERMS AND CONDITIONS

1. This Agreement is effective as of _____ and has an initial term of one year. This Agreement automatically renews for additional one year periods until terminated as provided below. Either party may terminate this Agreement, at any time, by giving the other party at least sixty (60) days prior notice. Company may immediately terminate this Agreement if: (1) there is any regulatory or legislative action that affects the Company's base electric rates, or if the Company were to unbundle its retail electric rates and services; or (2) there is any regulatory legislative action that affects the Company's obligations with respect to the purchase of electricity from suppliers such as Customers.
2. Customer's generating plant is located at: _____
3. For all Electricity that Customer delivers to Company, Company shall measure the difference between the amount of electricity delivered by the utility to the Customer and the amount of electricity generated by the Customer and delivered to the Company during the billing period in accordance with normal billing practices. If the kilowatt hours (kWh) delivered by Company to the Customer exceed the kWh delivered by the Customer, the Customer shall be billed for the kWh difference under the normal billing procedure used for the electrical tariff under which the customer is taking electrical service. If the kWh delivered to the Company by the Customer exceeds the kWh supplied by the Company during the billing period, the Customer shall be credited in the next billing cycle for the kWh difference.
4. Qualifying Standards

For Customer's generated electricity to be eligible for net metering, Customer must satisfy the following standards:

- (a) Customer must be in good standing with the Company, whereby the Customer account may not be more than thirty (30) days in arrears during the terms of the new metering program, who may operate a solar, wind, or hydro electrical generating facility.

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- (b) Customer's net metering facility shall be operated by the Customer and consist of an arrangement of equipment for the production of electricity from the movement of water or wind, or by photoelectric transformation.
 - (c) The Electricity must comply with all applicable rules and regulations imposed by NERC, ECAR, and any FERC-approved Regional Transmission Organization.
 - (d) Customer's generating facility has a total nameplate capacity less than or equal to one (1) megawatt (MW). Nameplate capacity shall be defined to mean the full-load continuous rating of a generator under specified conditions as designated by the manufacturer.
 - (e) Generating facility is used primarily to offset all or part of the Customer's own electricity requirements
5. Net Metering Facility actual information
- (a) Name of the Net Metering Customer _____
 - (b) Location of the Net Metering Facility _____
 - (c) Type of Net Metering Facility (hydro/wind/solar) _____
 - (d) Size and inverter power rating of the Net Metering Facility _____
 - (e) Inverter manufacturer and model number _____
 - (f) A general description of the inverter electrical installation and associated electrical equipment _____

6. This net metering agreement, specifying the interconnection terms and conditions shall be executed by the Company and the Customer before the new metering facility is interconnected to the Company distribution facility.
7. Customer's net metering facility shall comply with Underwriters Laboratories (UL) standard 1741, latest revision.
8. The Customer shall install, operate, and maintain the generation source in accordance with the manufacturer's suggested practices.

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9. Customer shall install, operate, and maintain the net metering facility in accordance with the manufacturer's suggested practices for safe, efficient, and reliable operation in parallel to the Company's distribution facility.
10. The Company may isolate the net metering facility if the Company believes continued interconnection creates or contributes to a system emergency. The customer shall install a lockable manual or power operable disconnect switch, or lockable circuit breaker shall be installed between the generation source's NIPSCO's electric system, and be accessible to NIPSCO personnel at all times.
11. The Company may perform reasonable on-site inspections to verify the proper installation and continued safe operation of the new metering facility and interconnections, at reasonable times and upon reasonable advance notice to the Customer.
12. Customer will grant Company access to Customer's property, at all reasonable times, to allow the Company to carry out its duties under this Agreement.
13. Customer will provide Company with ten (10) days' notice of any changes that it intends to make to the Customer Equipment or the Customer's facilities that may affect the Company's Equipment or the Company's system. Whenever Customer becomes aware that it may be violating the above Qualifying Standards, Customer shall promptly contact the Company with whatever information Customer may have and shall confirm such information by formal notice to Company within ten (10) days.
14. Customer shall provide Company proof of liability insurance, as specified below, before net metering billing shall go into effect.

II. INTERCONNECTION AND DELIVERY POINT

1. Interconnection shall mean the physical, parallel connection of a net metering facility with a Company distribution facility.
2. The delivery point for the Electricity will be the first cut off point on the Company's side of the Company Meter (Delivery Point). Customer will transfer title of the Electricity, free and clear of all liens, to the Company at the Delivery Point.

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III. BILLING AND METERING

1. For all Electricity that Customer delivers to Company, Company shall measure the difference between the amount of electricity delivered by the utility to the Customer and the amount of electricity generated by the Customer and delivered to the Company during the billing period, in accordance with normal billing practices. If the kilowatt hours (kWh) delivered by Company to the Customer exceed the kWh delivered by the Customer, the Customer shall be billed for the kWh difference under the normal billing procedure used for the electrical tariff under which the Customer is taking electrical service. If the kWh delivered to the Company by the Customer exceeds the kWh supplied by the Company during the billing period, the Customer shall be credited in the next billing cycle for the kWh difference.
2. If either party can demonstrate that the Company Meter failed to accurately record the Electricity delivered by Customer during any period of time, then the Electricity delivered during that period will be estimated by the Company using what the Company determines is the best evidence available, which may include Customer's meters, if any, or the results from a similar period of operation.
3. All Company owned meters will be kept under seal. The Company will not break the seal without giving the Customer notice. The Customer will be given a reasonable amount of time to have a proper representative present when the seal is broken.
4. Company will seal and inspect the meter and testing by either the Company or an accredited representative will be done in accordance with the rules and regulations of the Indiana Utility Regulatory Commission (IURC).
5. The Company will read the Company Meter as near as practical to the end of the normal billing cycle. The Company will provide the net metering readings to the Customer as part of the monthly billing data.
6. The Company shall install at the Delivery Point of the net metering facility a single Watt-Hour meter. The Watt-Hour Meter shall measure kWh used by the eligible customer, and shall measure the excess kWh exported by the customer to NIPSCO's electric system.

IV. DEFAULTS AND REMEDIES

1. If Company determines that Customer is failing to meet the Qualifying Standards, or that Customer is creating or contributing to an emergency for Company's system, then Company may, without notice, disconnect the Customer's facilities from Company's system. If Company disconnects Customer's facilities from Company's system, then Company will provide Customer with an explanation for the disconnection. If Customer can demonstrate to Company that the basis for Company's disconnection has been remedied, then Company will reconnect Customer's facilities to Company's system.

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2. If either party believes that the other party has breached a material provision of this Agreement, the non-breaching party may terminate this Agreement. The non-breaching party must give the breaching party notice of the breach and this Agreement will terminate thirty (30) days after the breaching party receives such notice if the breach has not been cured by that date.

V. INDEMNIFICATION AND LIMITATION OF LIABILITY

1. Customer shall have and maintain a 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. Proof of insurance will be provided to the Company prior to commencement of net metering operation by the Customer. Company may request verification of continued coverage annually as a prerequisite of continuation of the net metering agreement.
2. The Customer shall protect, indemnify and hold harmless the Company against any claims made against or costs incurred by the Company, including reasonable attorneys' fees, that arise from the Customer's Equipment or the Electricity prior to its transfer to Company at the Delivery Point.
3. The Company shall protect, indemnify and hold harmless the Customer against claims made against or costs incurred by the Customer, including reasonable attorneys' fees, that arise from the Company's Equipment or the Electricity after its transfer to Company at the Delivery Point.
4. NEITHER THE CUSTOMER NOR THE COMPANY IS LIABLE TO THE OTHER FOR SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING CLAIMS FOR LOSS OF PROFITS DUE TO BUSINESS INTERRUPTIONS, IN COMPUTING ANY CLAIM, DAMAGE, LIABILITY OR EXPENSE UNDER THIS AGREEMENT.

VI. UNUSUAL EVENTS

1. Neither party is liable to the other for any failure or delay in its performance if such failure or delay is caused by events beyond the reasonable control of the party who failed to perform, unless that failure or delay is caused by that party's gross negligence or willful misconduct.

VII. ASSIGNMENT

1. This Agreement may not be assigned by Customer except with Company's express written consent. If Customer sells the facilities that generate Electricity, this Agreement will terminate on the effective date of that sale.

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VIII. NOTICES

Any notice required to be given in this Agreement must be in writing and delivered in person or sent by U.S. registered mail to the following address:

To Company: New Business Department
Northern Indiana Public Service Company
801 E. 86th Avenue
Merrillville, IN 46410-6271

To Customer: _____

IX. MISCELLANEOUS

1. Any termination of this Agreement will not affect the parties' obligations with respect to any deliveries of Electricity that occurred prior to the termination.
2. If a court determines that any provision of this Agreement is unenforceable or invalid, the parties intend for the remainder of this Agreement to be enforced to the fullest extent possible.
3. The parties do not intend the rights and remedies specified in this Agreement to be exclusive and preserve all other rights and remedies available to them at law or in equity.
4. This Agreement is to be construed and enforced in accordance with the laws of the State of Indiana, exclusive of Indiana's conflicts of law principles.
5. This Agreement is subject to the approval of any regulatory bodies having jurisdiction over either the Company or the Customer. If such a regulatory body determines that this agreement is not proper, then this Agreement will be considered void and terminated.
6. The Company's General Rules and Regulations Applicable to Electric Service, on file with the IURC, are incorporated into this Agreement. Customer acknowledges receipt of the current General Rules and Regulations Applicable to Electric Service.

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7. For the purpose of making upgrades or repairs other than emergency repairs, Company reserves the right to disconnect the Customer's electric system on any day or days, provided that notification of Company's intention to interruption is given to at least seven (7) calendar days prior to the hour of interruption. Company will use best efforts to schedule such interruption at a time acceptable to Customer and Company, and such outages shall be limited in duration to seven (7) consecutive days unless otherwise agreed by Company and Customer, and shall occur no more than twice per calendar year.

Intending to be bound by this Agreement, the parties have executed this Agreement.

NORTHERN INDIANA PUBLIC SERVICE COMPANY

By: _____

Name: _____

Title: _____

CUSTOMER

By: _____

Name: _____

Title: _____