

Received: March 2, 2020 IURC 30-Day Filing No.: 50332 Indiana Utility Regulatory Commission Vectren P.O. Box 209 Evansville, IN 47702-0209

March 2, 2020

Mary M. Becerra Secretary to the Commission Indiana Utility Regulatory Commission PNC Center 101 W. Washington Street, Suite 1500 East Indianapolis, IN 46204

RE: <u>Southern Indiana Gas and Electric Company (SIGECO) 30-Day Filing To Provide</u> <u>An Additional Contract Form Pursuant To Rate CSP for Qualifying Facilities That Elect to Sell</u> <u>Net Generation Output Under 170 IAC 4-4.1-5(c)</u>

Dear Ms. Becerra:

This filing is being made on behalf of Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc., a CenterPoint Energy Company ("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 Standard Offer and Contract Form for Qualifying Facilities.

The Company's Cogeneration and Small Power Production Rate Schedule ("Rate CSP") requires qualifying facilities to enter into a Standard Offer and Contract Form for As-Delivered Capacity and Energy Purchase. This Contract Form will remain available in its current form for those qualifying facilities. Based on a recent request from an existing customer that is installing solar generation facilities that constitute a qualifying facility, the Company now has a need to create a new and separate Standard Offer and Contract Form for those qualifying facilities that elect to sell only their generation output that is net of their own use of electric service provided by the Company.

Enclosed is the new form of Rate CSP contract that will be applicable to those qualifying facilities that (1) elect pursuant to 170 IAC 4-4.1-5(c) to sell the output from their generation facilities that is net of their own use of electric service provided by Company, and (2) will not separately meter the output of their generation facilities. Company will purchase the net output of the qualifying facility pursuant to its Rate CSP and the terms of this Contract.

The Company's filing is an allowable filing under 170 IAC 1-6-3 because the proposal is a filing for which the Commission has already approved or accepted the procedure for the change. No changes are proposed to the currently effective Tariff for Rate CSP (Electric Tariff, Sheet No. 79).

The Company plans to revise its existing Standard Offer and Contract Form for As-Delivered Capacity and Energy Purchase at a later date.

The Company affirms a legal notice regarding this filing in the form attached hereto has been published in the *Evansville Courier & Press*, a newspaper of general circulation in Vanderburgh County that has a circulation encompassing the highest number of the Company's customers affected by the filing. The legal notice was published in the February 27, 2020 edition of the *Evansville Courier & Press*, and a copy of the Proof of Publication is included in this filing. The Company also affirms that the notice has been posted on its website. The Company does not have a local customer service office in which to post the notice.

Any questions concerning this submission should be directed to J. Cas Swiz by using the following contact information:

J. Cas Swiz Director, Regulatory and Rates One Vectren Square 211 N.W. Riverside Drive Evansville, IN 47708 Tel.: 812.491.4033 Fax: 812.491.4138 Email: Cas.Swiz@centerpointenergy.com

Sincerely,

Katie J. Tieken Manager, Regulatory and Rates

Enclosures cc: William Fine Indiana Office of Utility Consumer Counselor (w/ encl.)

#### VERIFICATION

I, J. Cas Swiz, Director, Regulatory and Rates for Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc., a CenterPoint Energy Company (Vectren South), affirm under penalties of perjury that, in addition to the attached proposed contract, the foregoing representations concerning the notice attached as <u>Exhibit A</u> are true and correct to the best of my knowledge, information, and belief. The attached notice was published in a newspaper of general circulation encompassing the highest number of the utility's customers affected by the enclosed filing. The attached notice was also published on the Vectren.com website.

J. Cas Swiz

Date: 3/2/2020

# Standard Offer and Contract Form For Qualifying Facilities That Elect to Net Generation Output

("Qualifying Facility") and Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc. ("Company"), referred to collectively as "Parties", agree as follows:

WHEREAS Qualifying Facility has installed cogeneration or alternate energy production equipment, controls, and protective relays with nameplate production in excess of 1 MW but not greater than \_\_\_MWs ("Generation Facilities");

WHEREAS, the Qualifying Facility has elected pursuant to 170 IAC 4-4.1-5(c) to sell the output from its Generation Facilities that is net of its own use of electric service provided by Company;

WHEREAS, the Qualifying Facility has elected not to separately meter the output of its Generation Facilities in accordance with 170 IAC 4-4.1-7(b);

WHEREAS, Company will purchase the net output of the Qualifying Facility pursuant to its Tariff for Electric Service Cogeneration and Small Power Production Rate Schedule ("Rate CSP") and the terms of this Contract;

NOW, THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

# 1. Metering.

Electric energy to be supplied by the Qualifying Facility shall be alternating current, Three phase, 60 cycles per second, at approximately <u>277/480</u> volts. Company will install, at the Qualifying Facility's expense, metering capable of measuring Inflow and Outflow as defined herein. Company's General Terms and Conditions Applicable to Electric Service will govern meter testing procedures.

**2.** Interconnection. The Qualifying Facility shall meet the interconnection requirements set forth in Rate CSP, Appendix A hereto and 170 IAC 4-4.1-7(a).

# 3. Definitions.

The following definitions are used in this Contract:

- a. Inflow—(kWh) the instantaneous measurement of energy supplied by Company to Qualifying Facility.
- b. Outflow—(kWh) the instantaneous measurement of energy delivered by Qualifying Facility to Company.
- c. Qualifying Facility Credit—the credit for energy produced by the Generating Facility (Outflow) determined by multiplying that Outflow by the Rate CSP Energy Payment to Qualifying Facility Rate ("Energy Rate"), as amended from time to time.
- d. Tariff Service Charge the monthly charge for electric service provided by Company to the Qualifying Facility in accordance with the Company's applicable rate schedules, as amended from time to time.

# 4. Purchase of Net Energy.

The Qualifying Facility has elected to utilize its Generating Facilities to offset its own use of service provided by Company with the Qualifying Facility Credit resulting for the metered Outflow provided and sold directly to the Company. The Inflow kWh for the month shall be billed as the Tariff Service Charge, with the applicable rate schedules attached as Appendix B. The Outflow kWh shall be multiplied by the Rate CSP Energy Rate to determine the Qualifying Facility Credit that will be netted against the Tariff Service Charge due to Company. The Inflow and Outflow will be metered on an instantaneous basis.

# 5. Qualifying Status

The Qualifying Facility warrants that at the date of the first power deliveries from the Generation Facilities and during the term of the Contract, its Generation Facilities shall meet the qualifying facility requirements established as of the effective date of this Contract by the Commission's rules implementing the Public Utility Regulatory Policies Act of 1978 (16 U.S.C.A 796, et seq.) as embodied and defined in 170 IAC 4-4.1-1.

### 6. Notices

All written notices shall be directed as follows:

To COMPANY: Southern Indiana Gas and Electric Company ATTN: Regulatory and Rates Department PO Box 209 211 NW Riverside Dr Evansville, IN 47708

To Qualifying Facility: \_\_\_\_\_

# 7. Terms And Conditions

- (a) This Contract shall commence upon the date upon which the Generating Facility has met all requirements of Company's tariff and the terms of this Agreement and is operational to provide Outflow, as agreed upon in writing by the Parties.
- (b) To the fullest extent permitted by law, Qualifying Facility shall defend, indemnify, and hold harmless company, its affiliates and each of their respective officers, directors, employees and agents (the "Company-Indemnified Parties") from and against any and all damages ("damages" means the amount of any actual liability, loss, cost, expense, claim, award or judgment incurred or suffered by an indemnified person arising out of or resulting from the indemnified matter, whether

attributable to personal injury or death, property damage, contract claims (including contractual indemnity claims), torts, or otherwise, including costs of enforcement of the indemnity and (1) reasonable fees and expenses of attorneys, consultants, accountants or other agents and experts reasonably incident to matters indemnified against, and (2) the costs of investigation and/or monitoring of such matters incurred or suffered by the Company-Indemnified Parties incurred or suffered by the company-indemnified parties with respect to this Contract.

(c) Performance of the Contract by each Party shall be pursued with due diligence in all respects thereof. However, neither Party shall be liable for any loss or damage for delay or for non- performance due to an act or event that (a) is beyond the reasonable control of and not the fault of the non-performing Party, (b) was not reasonably foreseeable, and (c) the non-performing Party has been unable to avoid or overcome by the exercise of commercially reasonable efforts. The Party claiming a force majeure delay shall use its best efforts to limit the duration and adverse effects of such event or occurrence and to promptly resume performance of its obligations under the Contract.

In the event of any delay or nonperformance caused by the above causes, the affected Party shall promptly notify the other Party in writing of the nature, cause, date of commencement and anticipated extent of such delay, and shall indicate whether it is anticipated that any completion dates will be affected thereby.

(d) This Contract includes the following appendices which are attached, made a part hereof and incorporated by reference:

Appendix A – Interconnection Agreement Appendix B – Applicable Rate Schedules Appendix C – Rate CSP

### 8. Term of Contract

This Contract shall become effective on the date of execution by the Parties and shall remain in effect for a period of three (3) years from the date established as the In Service Date of the Generation Facility unless earlier terminated by either or both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives and effective as of the last date set forth below.

Southern Indiana Gas and Electric Company, Inc.

Title:			

\_\_\_\_

Date Signed:\_\_\_\_\_

(company)\_\_\_\_\_

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

\_\_\_\_\_

Date Signed:\_\_\_\_\_

# Appendix A – Interconnection Agreement

# Appendix B – Applicable Rate Schedules

# Appendix C – Rate CSP

# Exhibit A

# LEGAL NOTICE

Notice is hereby given that on or about February 28, 2020, Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc., a CenterPoint Energy Company ("Vectren South") will file a request for approval of an additional Contract Form pursuant to the Company's Cogeneration and Small Power Production Rate Schedule ("Rate CSP") for Qualifying Facilities that elect to sell net generation output under Indiana Administrative Code 170 IAC 4-4.1-5(c).

The requested additional Standard Offer and Contract Form is applicable to those qualifying facilities that elect to sell only their generation output that is net of their own use of electric service provided by Vectren South.

Vectren South anticipates approval of the filing in April 2020, 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:

Mary M. Becerra Secretary to the Commission Indiana Utility Regulatory Commission PNC Center 101 W. Washington Street, Suite 1500 East Indianapolis, Indiana 46204 William Fine Indiana Utility Consumer Counselor Indiana Office of Utility Consumer Counselor PNC Center 115 W. Washington St., Suite 1500 South Indianapolis, Indiana 46204

J. Cas Swiz Director, Regulatory and Rates VECTREN, A CENTERPOINT ENERGY COMPANY



47702

#### Affidavit of Publication

**PROOF OF PUBLICATION** OF LEGAL ADVERTISEMENT

Account Number: 1322989

STATE OF WISCONSIN **BROWN COUNTY** 

**RE: VECTREN CORP** AD: 0004075906-01 Publication Cost: 542.55

# of Affidavits: This is not an invoice

I, being sworn, am an employee of the Evansville Courier Company, publisher of The Evansville Courier, a daily newspaper published in the city of Evansville, in said county and state and that the legal advertisement, of which the attached is a true copy, was printed in its issues of:

EC-Evansville Courier & Press

VECTREN CORP **PO BOX 209** 

**EVANSVILLE** 

The insertion being on the

02/27/2020

Allin alle

Date

Signed

mmalrel

IN

Notary Public

Notary is Resident of Brown County, State of Wisconsin

My Commission expires: August 06, 2021

TARA MONDLOCH Notary Public State of Wisconsin

Form Prescribed by State Board of Accounts

General Form No. 99P (Rev. 2002)

To: Evansville Courier & Press

(Governmental Unit)

\_County, Indiana\_\_\_\_

#### **Evansville**, IN

### **PUBLISHER'S CLAIM**

	55 lines, 1 columns wide equals 55 equivalent lines at \$9.41 per line @1 days,	\$517.55
	Website Publication	<u>\$0</u>
Acct #:1322989		
Ad #: 0004075906	Charge for proof(s) of publication	<u>\$0.00</u>
DATA FOR COMPUTING COST	TOTAL AMOUNT OF CLAIM	
Width of single column 9.5 ems		\$542.55
Number of insertions 1		

Pursuant to the provisions and penalties of IC 5-11-10-1, I here by certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Claim No. \_\_\_\_\_ Warrant No. \_\_\_\_\_

IN FAVOR OF **Evansville Courier & Press** Evansville, IN Vanderburgh County, IN PO Box 268, Evansville IN 47702 I have examined the within claim and hereby certify as follows:

That it is in proper form.

This it is duly authenticated as required by law.

That it is based upon statutory authority.

That it is apparently (correct) (incorrect)

\$ On Account of Appropriation For

> #06-1032273 , 20\_\_\_\_\_

In the sum of \$

I certify that the within claim is true and correct; that the services there-in itemized and for which charge is made were ordered by me and were necessary to the public business.

FED. ID

Allowed

Size of type 7 point

LEGAL NOTICE Notice is hereby given that on or about February 28, 2020, Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc., a CenterPoint Energy Company ("Vectren South") will file a re-quest for approval of an addi-tional Contract Form pursuant to the Company's Cogeneration and Small Power Production Rate Schedule ("Rate CSP") for Qualifying Facilities that elect to sell net generation output under Indiana Administrative Code 170 IAC 4-4.1-5(c). The requested additional Standard Offer and Contract Form is applicable to those qual-ifying facilities that elect to sell only their generation output that is net of their own use of electric service provided by Vectren South. Vectren South anticipates appro-val of the filing in April 2020, but no sooner than 30 days after receipt of the filing by the Com-mission. Objections to the filing should be made in writing ad-dressed to: Mary M. Becerra Secretary to the Commission Indiana Utility Regulatory Com-mission PNC Center

Indiana Utility Regulatory Com-mission PNC Center 101 W. Washington Street, Suite 1500 East Indianapolis, Indiana 46204 William Fine Indiana Utility Consumer Coun-selor

Indiana Utility Consumer Courselor Indiana Office of Utility Consum-er Counselor PNC Center 115 W. Washington St., Suite 1500 South Indianapolis, Indiana 46204 J. Cas Swiz Director, Regulatory and Rates. VECTREN, A CENTERPOINT EN-ERGY COMPANY (Courier & Press, Feb. 27, 2020) hspaxlp