# STATE OF INDIANA

# INDIANA UTILITY REGULATORY COMMISSION

PETITION OF DUKE ENERGY INDIANA, LLC)FOR APPROVAL OF A TARIFF RATE FOR)THE PROCUREMENT OF EXCESS)DISTRIBUTED GENERATION PURSUANT TO)INDIANA CODE 8-1-40 ET SEQ.)

CAUSE NO. 45508

# DUKE ENERGY INDIANA, LLC'S ANNUAL EDG RATE UPDATE COMPLIANCE FILING AND SUBMISSION OF UPDATED TARIFF

Petitioner, Duke Energy Indiana, LLC ("Duke Energy Indiana"), by counsel, and in compliance with ordering paragraph 5 of the Order in this Cause dated July 6, 2022, submits for approval its annual update to its Excess Distributed Generation rate based on updated LMP data for calendar year 2022.

Duke Energy Indiana is including a redlined and clean version of the Rider 54, 2nd Revised

Sheet. Duke Energy Indiana is also submitting the supporting workpaper in Excel file.

Duke Energy Indiana requests the Commission staff to return a copy of the approved tariff sheet via email to: jayme.stemle@duke-energy.com.

Respectfully submitted,

# **DUKE ENERGY INDIANA, LLC**

By:

teneghan

Counsel for Petitioner

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# **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing was electronically delivered this 8<sup>th</sup> day of March 2023.

# OUCC

Randall C. Helmen Jason Haas Office of Utility Consumer Counselor 115 West Washington Street Suite 1500 South Indianapolis, IN 46204 rhelmen@oucc.IN.gov thass@oucc.IN.gov infomgt@oucc.in.gov

# **ELPC / VOTE SOLAR**

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# IndianaDG:

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# CAC / SUN / ELPC / VOTE SOLAR:

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# **Solarize Indiana:**

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Michael A. Mullett 723 Lafayette Avenue Columbus, IN 47201 MullettGEN@aol.com

Etablisheneghan Counsel for Petitioner

By:

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## EXCESS DISTRIBUTED GENERATION

#### Availability

Duke Energy Indiana, LLC ("Duke Energy Indiana" or "Company") customers with Distributed Generation ("DG") Resources within its service territory and subject to the terms and provisions of Indiana Code 8-1-40.

Requirements include, but are not limited to the following:

- (1) DG having a rated nameplate capacity of not greater than one (1) megawatt AC; and sized not to exceed the customers' annual average energy consumption absent the generating resource.
- (2) The DG is located on the customer's premise and owned by the customer; and
- (3) Is connected in parallel with the Company's electric distribution or transmission system; subject to an executed Duke Energy Indiana Interconnection Agreement.

Participation will also be subject to Duke Energy Indiana's exercise of reasonable discretion in determining if adequate facilities and power supplies are available.

### Definitions

<u>Advanced Metering Infrastructure ("AMI")</u> – An integrated system of smart meters, communications networks, and data management systems.

Excess Distributed Generation (Exports) – The difference between the electricity that is supplied by the Company to a customer that produces distributed generation and the electricity that is supplied back to the electricity supplier by the customer.

<u>Imports</u> - The monthly aggregation of instantaneous measurements of energy supplied to customer from Duke Energy Indiana.

<u>Instantaneous Netting</u> - The shortest period of time Duke Energy Indiana's AMI technology measures and records the directional flow of energy, currently thirty (30) minutes.

#### Billing

The measurement of electricity supplied by the Company and delivered to the Company shall be calculated and billed in the following manner:

- 1) The Company will measure the instantaneously determined total kWh Imported (consumed) by the customer during the billing cycle. Imports will be assessed the customer's applicable standard rate schedule, inclusive of all applicable terms and rates.
- 2) The Company will additionally measure the instantaneously determined total Excess Distributed Generation (kWh Exported) to the Company by the customer during the billing cycle which will be valued at the Marginal DG price, reported below, resulting in an Excess Distributed Energy credit (measured in dollars).
- 3) If the amount of Excess Distributed Energy credit (part 2, above) exceeds the customer's standard tariff assessment for imports (part 1, above), excess bill credits will be applied against future customer bills to a floor of the minimum charge for the customer's applicable standard rate schedule.

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## EXCESS DISTRIBUTED GENERATION

4) When customer elects to discontinue Net Metering service, any unused credit will be flowed back to customers through the Company's FAC proceedings.

#### **Marginal DG Price**

Is the average marginal price of energy paid by the Company during the most recent calendar year, 2021, multiplied by one and twenty-five hundredths (1.25), in accordance with Indiana Code § 8-1-40-17 and equals:

### <u>\$0.090476</u>\$0.052160 per kWh

### Metering

The Company shall provide metering at a single location through an AMI meter capable of measuring the flow of electricity in two (2) directions thereby capturing periodic energy imports and exports.

If existing metering equipment is not capable of net metering, the Company will replace the metering equipment with enabling equipment. The Company reserves the right to determine the optimal location of metering placement.

### **Special Terms and Conditions**

Customer shall maintain 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 generation equipment associated with net metering under this rider.

Company and customer shall indemnify and hold the other party harmless from and against all claims, liability, damages, and expenses, including attorney's fees, based on any injury to any person, including loss of life or damage to any property, including 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 such other party, its employees, agents, representatives, successors, or assigns in the construction, ownership, operation, or maintenance of such party's facilities used in net metering. This indemnification provision is not applicable to government net metering customers that are restricted from entering into indemnification provisions.

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Indiana Utility Regulatory Commission ("IURC") and the Company's General Terms and Conditions, as filed with the IURC.

#### Interconnections

Customer shall make an application for Interconnection Service and execute an Interconnection Agreement as outlined in Standard Contract Rider No. 80 – Interconnection Service.

Customer shall comply with all applicable requirements of Standard Contract Rider No. 80 – Interconnection Service.

Inverter based systems listed by Underwriters Laboratories ("UL") to UL Standard 1741, published May 7, 1999, as revised January 28, 2010 (UL 1741), are accepted by the Company as meeting the technical requirements of IEEE 1547 tested by UL 1741.

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## **EXCESS DISTRIBUTED GENERATION**

Conformance with these requirements does not convey any liability to the Company for damages or injuries arising from the installation or operation of the customer's generation system.

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Company and customer shall indemnify and hold the other party harmless from and against all claims, liability, damages, and expenses, including attorney's fees, based on any injury to any person, including loss of life or damage to any property, including 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 such other party, its employees, agents, representatives, successors, or assigns in the construction, ownership, operation, or maintenance of such party's facilities used in net metering. This indemnification provision is not applicable to government net metering customers that are restricted from entering into indemnification provisions.

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IURC NO. 15 Second Revised Sheet No. 54 Cancels and Supersedes First Revised Sheet No. 54

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