Received: September 14, 2011
IURC 30-Day Filing No: 2908
Indiana Utility Regulatory Commission

Indiana Michigan Power
P.O. Box 60
Fort Wayne, IN 46801
IndianaMichiganPower.com

AEP INDIANA MICHIGAN POWER®
A unit of American Electric Power

Secretary of the Commission
Indiana Utility Regulatory Commission
PNC Center
101 West Washington Street, Suite 1500 East
Indianapolis, Indiana 46204

September 14, 2011

Dear Secretary:

Pursuant to 170 IAC 1-6 and the Commission's Final Rulemaking in IURC RM# 09-10, LSA #10-662(f) that was published in the Indiana Register on July 13, 2011, Indiana Michigan Power Company (I&M) submits this thirty-day filing requesting approval of I&M's revised Rider NMS (Net Metering Service Rider) and generic interconnection agreement applicable to net metering facilities.

In support of this thirty-day filing, I&M represents that per the Commission's Final Rulemaking in IURC RM# 09-10, LSA #10-662(f) that was published in the Indiana Register on July 13, 2011, it has revised Rider NMS (Net Metering Service Rider) to comply with the net metering rules set forth in Rule 4.2 Net Metering. In addition, I&M is submitting a generic interconnection agreement applicable to net metering facilities. The generic interconnection agreement includes the information set forth in 170 IAC 4-4.2-9(b).

In support of this 30-Day filing, I&M is submitting the following information:

1. Original and three copies revised Rider NMS (Net Metering Service Rider), First Revised Sheet Nos. 41, 41.1, 41.2, and 41.3.
2. One copy revised Rider NMS (Net Metering Service Rider), First Revised Sheet Nos. 41, 41.1, 41.2, and 41.3 in redline format.
3. Original and three copies of I&M's generic interconnection agreement.
4. Verified Statement of Publication.

Please return to us one file–stamped copy of the revised Rider NMS (Net Metering Service Rider) and generic interconnection agreement in the enclosed envelope. If you have any

questions regarding I&M's filing please contact me at (260) 408-3503 or wwhix@aep.com.

Sincerely,

William W. Hix
Principal Regulatory Consultant

Enclosures

cc: Brad Borum-IURC – w/o enclosures
David Stippler-OUCC – w/enclosures

Received: September 14, 2011
IURC 30-Day Filing No: 2908
Indiana Utility Regulatory Commission

RIDER NMS
(Net Metering Service Rider)

Availability of Service.

This rider is available to customers in good standing who own and operate an eligible net metering renewable energy resource such as solar photovoltaic, wind, or hydro electrical generating facility designed to operate in parallel with the Company's system. Customers served under this rider must also take service from the Company under the otherwise applicable standard service tariff. T T

The total rated generating capacity of all net metering customers served under this rider shall be limited to one percent (1%) of the Company's most recent Indiana aggregate summer peak load. At least forty percent (40%) of the capacity is reserved solely for participation by residential customers. Service under this rider shall be available to customers on a first come, first served basis. T T

Conditions of Service.

1. For purposes of this rider, an eligible net metering facility is an electrical generating facility that complies with all of the following requirements:

   (a) is fueled by a renewable energy resource as defined in IC 8-1-37-4(a)(1) through IC 8-1-37-4(a)(1)(8) such as solar photovoltaic, wind, or hydroelectric energy; T T

   (b) has a nameplate capacity less than or equal to 1 MW; T

   (c) is owned and operated by the customer and is located on the customer's premises;

   (d) is intended primarily to offset all or part of the customer's own electrical load requirements; and

   (e) is designed and installed to operate in parallel with the Company's system without adversely affecting the operation of equipment and service of the Company and its customers and without presenting safety hazards to Company and customer personnel.

2. A customer seeking to interconnect an eligible net metering facility to the Company's system must submit to the Company's designated personnel a completed Application for Interconnection with the Indiana Michigan Power Company Distribution System and a one-line diagram showing the configuration of the proposed net metering facility. The Company will provide copies of all applicable forms upon request.

3. An Addendum to Contract for Electric Service between the Company and the net metering customer must be executed before the net metering facility may be interconnected with the Company's system. T

(Cont'd on Sheet No. 41.1)

Received: September 14, 2011
IURC 30-Day Filing No: 2908
Indiana Utility Regulatory Commission

RIDER NMS
(Net Metering Service Rider)

(Cont'd from Sheet No. 41)

4. Customer-owned generator equipment and installations must comply with the Company's Technical Requirements described in this tariff.

5. The net metering customer shall provide the Company proof of qualified installation of the net metering facility. Certification by a licensed electrician shall constitute acceptable proof. T

6. The net metering 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 with the Company's system. T

7. The Company may, at its own discretion, isolate any net metering facility if the Company has reason to believe that continued interconnection with the net metering facility creates or contributes to a system emergency. System emergencies causing discontinuance of interconnection shall be subject to verification at the Commission's discretion.

8. The Company may perform reasonable on-site inspections to verify the proper installation and continuing safe operation of the net metering facility and the interconnection facilities, at reasonable times and upon reasonable advance notice to the net metering customer.

9. A net metering customer operating a net metering facility 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 losses or damages arising from the use of the customer's net metering facility. The customer must submit evidence of such insurance to the Company with the Interconnection Application. The Company's receipt of evidence of liability insurance does not imply an endorsement of the terms and conditions of the coverage. T

10. The Company and the net metering 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, or maintenance of such party's facilities used in net metering. This indemnification provision is not applicable in the case of government net metering customers that are restricted from entering into indemnification provisions. T T

(Cont'd on Sheet No. 41.2)

Received: September 14, 2011
IURC 30-Day Filing No: 2908
Indiana Utility Regulatory Commission

RIDER NMS
(Net Metering Service Rider)

(Cont'd from Sheet No. 41.1)

Metering.

One of the following metering options, if not already present, shall be installed on the net metering customer's premises by the Company to properly record the net kWh of a net metering facility: T

(1) One main watt-hour meter capable of measuring the net flow of energy.

(2) One main watt-hour meter measuring the flow of energy to the net metering customer and a second watt-hour meter measuring the flow of energy to the Company. The reading of the second meter will be subtracted from the reading of the main meter to obtain a measurement of net kWh for billing purposes. T

The Company may install one or more additional meters to monitor the flow of electricity.

Monthly Charges and Billing.

Monthly charges for energy, and demand where applicable, to serve the customer's net or total load shall be determined according to the Company's standard service tariff under which the customer would otherwise be served, absent the customer's eligible net metering facility. Energy charges under the customer's standard tariff shall be applied to the customer's net energy for the billing period to the extent that the net energy exceeds zero. If the customer's net energy is zero or negative during the billing period, the customer shall pay only the non-energy usage portions of the standard tariff bill. If the customer's net energy is negative during a billing period, the net metering customer shall be credited in the next billing period for the kWh difference. When the net metering customer elects to no longer take service under this Net Metering Service Rider, any unused credit shall revert to the Company. T

Contract.

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 2, 14, and/or 17 of the Company's Terms and Conditions of Service.

(Cont'd on Sheet No. 41.3)

Received: September 14, 2011
IURC 30-Day Filing No: 2908
Indiana Utility Regulatory Commission

RIDER NMS
(Net Metering Service Rider)

(Cont'd from Sheet No. 41.2)

Special Terms and Conditions.

This rider is subject to the Company's Terms and Conditions of Service and all provisions of the standard service tariff under which the customer takes service. This rider is also subject to provisions of the Company's Net Metering Tariff Technical Requirements.

Technical Requirements.

These technical requirements relate to the interconnection of a net metering facility to the Company's distribution system. Interconnection enables the net metering facility to operate in parallel with the Company's distribution system. Inverter based systems listed by Underwriters Laboratories (UL) to UL standard 1741 published May 7, 1999, as revised January 28, 2010 (UL 1741) will be accepted as meeting the technical interconnection requirements tested by UL 1741. Non-inverter based systems and interconnection requirements not tested by UL 1741 shall comply with standard, IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems." IEEE publications are available from the Institute of Electrical and Electronics Engineers, 443 Hoes Lane, P. O. Box 1331, Piscataway, NJ 08855-1331 (http://standards.ieee.org/). Since UL 1741 and IEEE 1547 do not address planning, designing, operating, or maintaining the utility's distribution system nor all of the potential system impacts the proposed net metering facility may create beyond the point of common coupling, certain additional technical requirements are contained herein. T

These technical requirements are supplementary to and do not intentionally conflict with or supersede applicable laws, ordinances, rules, or regulations established by Federal (including all applicable safety and performance standards of the National Electrical Code), State, and other governmental bodies. The customer proposing to install a net metering facility is responsible for conforming to all applicable laws, ordinances, rules, or regulations established by Federal, State, and other governmental bodies.

The Company will provide the screening of all interconnection applications and, if necessary, an interconnection study to determine the impact of the net metering facility on the Company's distribution system beyond the point of common coupling.

To assure that the safety, reliability, and power quality of the distribution system is not degraded by the interconnection of the net metering facility:

(Cont'd on Sheet No. 41.4)

Received: September 14, 2011
IURC 30-Day Filing No: 2908
Indiana Utility Regulatory Commission

RIDER NMS
(Net Metering Service Rider)

(Cont'd from Sheet No. 41.3)

(1) The net metering facility shall comply with these technical requirements.

(2) Any new distribution system facilities, distribution system modifications, and/or modifications to the net metering facility identified by the interconnection study shall be completed prior to interconnection.

(3) The net metering facility shall be operated and maintained as agreed upon by the parties.

Data for all major equipment proposed by the customer to satisfy the technical requirements must be submitted for review by the Company with the completed Interconnection Application. The use of pre-certified equipment will facilitate the Company's review. Pre-certified equipment has been tested and certified by recognized national testing laboratories (i.e., UL 1741) as suitable for interconnection with a distribution system based upon compliance with IEEE Standard 1547. Suitability for interconnection does not imply that pre-certified equipment may be interconnected without a study to determine system impact. The Company will endeavor to timely communicate the results of its review and study to the customer.

The interconnection system hardware and software design requirements in the technical requirements are intended to assure protection of the Company's distribution system. Any additional hardware and software necessary to protect equipment at the net metering facility is solely the responsibility of the customer to determine, design, and apply.

If an interconnection transformer is required, the transformer must comply with the applicable current ANSI Standard from the C57.12 series of standards that specifies the requirements for transformers. ANSI publications are available from the Sales Department, American National Standards Institute, 25 West 43rd Street, 4th Floor, New York, NY 10036 (http://www.ansi.org/). An interconnection transformer would typically be required when the voltage at the point of common coupling is greater than 480 volts and the customer's electrical system design dictates. If required, the cost and ownership of the interconnection transformer shall reside with the customer.

The transformer should have voltage taps on the high and/or low voltage windings sufficient to assure satisfactory generator operation over the range of voltage variation expected on the Company's distribution system. The customer needs to assure sufficient voltage regulation at its facility to maintain an acceptable voltage level for its equipment during such periods when its net metering facility is off line.

(Cont'd on Sheet No. 41.5)

Received: September 14, 2011
IURC 30-Day Filing No: 2908
Indiana Utility Regulatory Commission

RIDER NMS
(Net Metering Service Rider)

(Cont'd from Sheet No. 41.4)

If a main circuit breaker (or circuit switcher) between the interconnection transformer and the Distribution System is required, the device must comply with the applicable current ANSI Standard from the C37 series of standards that specifies the requirements for circuit breakers, reclosers, and interrupting switches. An interconnection circuit breaker would typically be required when the voltage at the point of common coupling is greater than 480 volts and the customer's electrical system design dictates. If required, the cost and ownership of the interconnection circuit breaker shall reside with the customer.

Any circuit breaker (or circuit switcher) must have adequate interrupting capability for the maximum expected short circuit duty. The Company will provide information identifying the contribution from the electric system to faults at the proposed site.

A disconnecting device must be located at the point of common coupling for all interconnections. For three-phase interconnections, the disconnecting device must be gang operated. The disconnecting device must be accessible to Company personnel at all times and be suitable for use by the Company as a protective tagging location. The disconnecting device shall have a visible open gap when in the open position and be capable of being locked in the open position. The cost and ownership of the main disconnect switch shall reside with the customer.

The device must comply with the applicable current ANSI Standard from the C37 series of standards that specifies the requirements for circuit breakers, reclosers, and interrupting switches.

The closest available system voltage as well as equipment and operational constraints influence the chosen point of interconnection. The Company will consult with the customer to determine the acceptability of a particular interconnection point.

For situations where the customer's net metering facility will only be operated in parallel with the Company's distribution system for a short duration (less than 100 milliseconds), as in a make-before-break automatic transfer scheme, the requirements of IEEE 1547 do not apply except as noted in Clause 4.1.4.

The customer is responsible for operating the proposed net metering facility such that the voltage unbalance attributable to the net metering facility shall not exceed 2.5% at the point of common coupling. Voltage unbalance is the maximum phase deviation from average as specified in ANSI C84.1.

(Cont'd on Sheet No. 41.6)

Received: September 14, 2011
IURC 30-Day Filing No: 2908
Indiana Utility Regulatory Commission

RIDER NMS
(Net Metering Service Rider)

(Cont'd from Sheet No. 41.5)

The Company reserves the right to witness compliance testing at the time of installation and maintenance testing of the interconnection system for compliance with these technical requirements.

The customer is responsible for establishing a program for and performing periodic scheduled maintenance on the net metering facility's interconnection system (relays, interrupting devices, control schemes, and batteries that involve the protection of the Company's distribution system). A periodic maintenance program is to be established in accordance with the requirements of IEEE 1547. The Company may examine copies of the periodic test reports or inspection logs associated with the periodic maintenance program. Upon the Company's request, the Company shall be informed of the next scheduled maintenance and be able to witness the maintenance performed and any associated testing.

The Company reserves the right, at the Company's expense, to install special test equipment as may be required to perform a disturbance analysis and monitor the operation and control of the net metering facility to evaluate the quality of power produced by the net metering facility.

Received: September 14, 2011
IURC 30-Day Filing No: 2908
Indiana Utility Regulatory Commission

INDIANA MICHIGAN POWER COMPANY

INTERCONNECTION AND PARALLEL OPERATING AGREEMENT FOR PROJECTS –1000 kW OR LESS

This Interconnection and Parallel Operating Agreement ("Agreement") is entered into on _____ by **Indiana Michigan Power Company** (the "Utility"), and _____(the "Customer"), and (if applicable under Paragraph 5) _____(the "Property Owner"). Utility and Customer are sometimes also referred to in this Agreement collectively as "Parties" or individually as "Party."

I. RECITALS

A. Customer is an electric service customer of Utility in good standing and has submitted a Generator Interconnection Application ("Application") to Utility.

B. Customer desires to interconnect an electric generating facility with maximum capacity of 1000 kilowatts ("kW") or less (the "Customer Facility") with Utility's electric distribution system and operate the Customer Facility in parallel with Utility's distribution system.

C. For purposes of this Agreement, "interconnect" means establishing a connection between a non-utility generating resource (in this case, the Customer Facility) and Utility's distribution system. "Operate in parallel" means generating electricity from a non-utility resource (in this case, the Customer Facility) that is connected to Utility's system. In all cases, terms shall have the meaning as defined in the Standards.

D. Interconnection of the Customer Facility with Utility's distribution system is subject to this Agreement, the Application, the Interconnection Requirements, the Standards and applicable utility tariffs approved by the Indiana Utility Regulatory Commission.

E. This Agreement does not address any purchase or sale of electricity between Utility and Customer nor does it create any agency, partnership, joint venture or other business arrangement between or among Utility, Customer and/or Property Owner.

Received: September 14, 2011
IURC 30-Day Filing No: 2908
Indiana Utility Regulatory Commission

II. AGREEMENT

NOW THEREFORE, in consideration of the above recitals, the mutual covenants contained herein and for good and valuable consideration, the Parties agree as follows:

1. **Description of Customer Facility**

1.1 The Customer Facility must be built with the following ratings, which shall not be changed without thirty (30) days advance written notice to Utility according to the notice requirements herein:

Photovoltaic/Solar ("PV") Array Rating: _____ kW
Certified Test Record Number (UL1741 Scope 1.1A): _____ kW
Wind Turbine (WT) Rating: _____ kW
Hydroelectric Turbine (HT) Rating: _____ kW
Fuel Cell (FC) Rating: _____ kW
Other (specify type and rating): _____ kW
Service Type: Single Phase _____ Three Phase _____
Voltage Level: 120/240_____
Equipment Specifications: Make: _____: Model: _____

1.2 Customer Facility Location:

_____
_____

If Customer is not the owner of the property identified above, the Property Owner must sign this Agreement for the purposes indicated in Paragraph 5.

1.3 Customer's Utility service account number: _____
Property Owner's Utility service account number
(if applicable): _____

1.4 The Customer Facility is planned to be ready for parallel operation on or about:

_____

2. **Interconnection Facilities**

If it is necessary for Utility to install certain interconnection facilities ("Interconnection Facilities") and make certain system modifications in order to establish an interconnection between the Customer Facility and Utility's distribution system, the Interconnection facilities and modifications shall be described to the Customer.

3. **Design Requirements, Testing and Maintenance of Customer Facility**

3.1 Customer shall be responsible for the design and installation of the Customer Facility and obtaining and maintaining any required governmental authorizations and/or permits, which may include, but shall not be limited to, easements to clear trees, and necessary rights-of-way for installation and maintenance of the Utility Interconnection Facilities. Customer shall reimburse Utility for its costs and expenses to acquire such easements / permits.

Received: September 14, 2011
IURC 30-Day Filing No: 2908
Indiana Utility Regulatory Commission

3.2 Customer shall, at its sole expense, install and properly maintain protective relay equipment and devices to protect its equipment and service, and the equipment and system of Utility, from damage, injury or interruptions, and will assume any loss, liability or damage to the Customer Facility caused by lack of or failure of such protection. Such protective equipment specifications and design shall be consistent with the applicable Interconnection Requirements. Prior to the Customer Facility operating in parallel with Utility distribution system, Customer shall provide satisfactory evidence to Utility that it has met the Interconnection Requirements, including but not limited to the receipt of approval from the local building/electrical code inspector.

3.3 At its own expense, Customer shall perform operational testing at least five (5) days prior to the installation of any Interconnection Facilities by Utility. Utility may send qualified personnel to the Customer Facility to inspect the facility and observe the testing. Upon completion of such testing and inspection and prior to interconnection Customer shall provide Utility with a written report explaining all test results, including a copy of the generator commissioning test report.

Protective relay equipment shall be tested every two (2) years (unless an extension is agreed to by Utility) to verify the calibration indicated on the latest relay setting document issued by Utility. The results of such tests shall be provided to Utility in writing for review and approval. Utility may, at any time and at its sole expense, inspect and test the Customer Facility to verify that the required protective equipment is in service, properly maintained, and calibrated to provide the intended protection. This inspection may also include a review of Customer's pertinent records. Inspection, testing and/or approval by Utility or the omission of any inspection, testing and/or approval by Utility pursuant to this Agreement shall not relieve the Customer of any obligations or responsibility assumed under this Agreement.

3.4 Customer shall operate and maintain the Customer Facility in a safe and prudent manner and in conformance with all applicable laws and regulations. Customer shall obtain or maintain any governmental authorizations and permits required for construction and operation of the Customer Facility.

4. **Disconnection**

Utility shall be entitled to disconnect the Customer Facility from Utility's distribution system, or otherwise refuse to connect the Customer Facility, if: (a) Customer has not complied with any one of the technical requirements contained in the applicable Interconnection Requirements, (b) the electrical characteristics of the Customer Facility are not compatible with the electrical characteristics of Utility's distribution system, (c) an emergency condition exists on Utility's distribution system, (d) Customer's protective relay equipment fails, (e) Utility determines that the Customer Facility is disrupting service to any Utility customer, (f) disconnection is required to allow for construction, installation, maintenance, repair, replacement, removal, investigation, inspection or testing of any part of Utility's facilities, (g) if a required installation (*e.g.,* telephone line) fails or becomes incapacitated and is not repaired in a timely manner, as determined by Utility, or (f) Customer commits a material breach of this Agreement.

Received: September 14, 2011
IURC 30-Day Filing No: 2908
Indiana Utility Regulatory Commission

5. **Access to Property**

5.1 At its own expense, Customer shall make the Customer Facility site available to Utility. The site shall be free from hazards and shall be adequate for the operation and construction of the Interconnection Facilities. Utility, its agents and employees, shall have full right and authority of ingress and egress at all reasonable times on and across the property at which the Customer's Facility is located, for the purpose of installing, operating, maintaining, inspecting, replacing, repairing, and removing the Interconnection Facilities. The right of ingress and egress shall not unreasonably interfere with Customer's or (if different) Property Owner's use of the property.

5.2 Utility may enter the property on which the Customer Facility is located to inspect, at reasonable hours, Customer's protective devices and read or test meters. Utility will use reasonable efforts to provide Customer or Property Owner, if applicable, at least 24 hours' notice prior to entering said property, in order to afford Customer or Property Owner the opportunity to remove any locks or other encumbrances to entry; *provided, however*, that Utility may enter the property without notice (removing, at Customer's expense, any lock or other encumbrance to entry) and disconnect the Interconnection Facilities if Utility believes that disconnection is necessary to address a hazardous condition and/or to protect persons, Utility's facilities, or the property of others from damage or interference caused by Customer's Facility.

5.3 By executing this Agreement, Property Owner consents to and agrees to provide access to its property on which the Customer Facility is located to Utility as described in this section, but does not assume or guarantee other performance obligations of the Customer under this Agreement.

6. **Indemnity and Liability**

6.1 Unless caused by the sole negligence or intentional wrongdoing of the other Party, each Party to this Agreement shall at all times assume all liability for, and shall defend, hold harmless, and indemnify the other Party and its directors, officers, employees, and agents from, any and all damages, losses, claims, demands, suits, recoveries, costs, legal fees, and expenses: (a) for injury to or death of any person or persons whomsoever occurring on its own system, or (b) for any loss, destruction of or damage to any property of third persons, firms, corporations or other entities occurring on its own system, including environmental harm or damage, or (c) arising out of or resulting from, either directly or indirectly, its own Interconnection Facilities, or (d) arising out of or resulting from, either directly or indirectly, any electric energy furnished to it hereunder after such energy has been delivered to it by such other Party. The provisions of this Section shall survive termination or expiration of this Agreement.

6.2 The provisions of this Section 6 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

Received: September 14, 2011
IURC 30-Day Filing No: 2908
Indiana Utility Regulatory Commission

6.3 Notwithstanding anything in this Section, or any other provision of this Agreement to the contrary, any liability of a Party to the other Party shall be limited to direct actual damages, and all other damages at law or in equity are hereby waived. Under no circumstances shall a Party be liable to the other Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits. The indemnification obligations and limits on liability in this Section shall continue in full force and effect notwithstanding the expiration or termination of this Agreement, with respect to any event or condition giving rise to an indemnification obligation that occurred prior to such expiration or termination.

7. **Breach and Default**

A breach of this Agreement ("Breach") shall occur upon the failure of a Party to perform or observe any material term or condition of this Agreement, if the Standards or the Interconnection Requirement. Upon a Breach by one Party, the non-breaching Party shall give written notice of such Breach to the breaching Party. The Party in Breach shall have 30 days from the date of the written notice to cure the Breach. If a Breach is not cured within the 30-day period provided for herein, the Party in Breach shall be deemed in default ("Default"). The non-defaulting Party shall then have the right to terminate this Agreement by written notice, shall be relieved of any further obligations hereunder, and may pursue any and all remedies available to it at law or in equity.

8. **Governing Law and Utility Tariffs**

This Agreement shall be interpreted, governed, and construed under the laws of Indiana. In addition, this Agreement shall be governed by the terms and conditions as set forth in Utilities' Tariff CO-GEN and/or Net Metering Service Rider, as applicable.

9. **Amendment, Modification or Waiver**

Any amendments or modifications to this Agreement shall be in writing and agreed to by both Parties. The failure of any Party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.

10. **Notices**

Any notice required under this Agreement shall be in writing and mailed or personally delivered to the Party at the address below. Written notice is effective within 3 days of depositing the notice in the United States mail, first class postage prepaid. Personal notice is effective upon delivery. Written notice of any address changes shall be provided. All written notices shall refer to the Customer's Utility account number, as provided in Section 1 of this Agreement. All written notices shall be directed as follows:

Received: September 14, 2011
IURC 30-Day Filing No: 2908
Indiana Utility Regulatory Commission

Notice to Utility:
Customer Services Department
Indiana Michigan Power

Notice to Customer:

Notice to Property Owner (if different than Customer):

11. **Term of Agreement and Termination**

This Agreement shall become effective upon execution by all Parties and, if applicable, the Property Owner, and it shall continue in full force and effect until terminated upon thirty (30) days' prior notice by either Party, upon Default of either Party as set forth in Section 7, upon mutual agreement of the Parties, or upon a change in ownership of either the Customer Facility or the property at which the Customer Facility is located absent a valid assignment under Section 14.

12. **Entire Agreement**

This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof and constitutes the entire agreement between the Parties hereto.

13. **No Third Party Beneficiary**

The terms and provisions of this Agreement are intended solely for the benefit of each Party, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person or entity.

14. **Assignment and Binding Effect**

This Agreement shall not be assigned by a Party without the prior written consent of the other Party. Any attempt to do so will be void. Subject to the preceding, this Agreement is binding upon, inures to the benefit of, and is enforceable by the Parties and their respective successors and assigns. Customer agrees to notify Utility in writing upon the sale or transfer of the Customer Facility. This Agreement shall terminate upon such notice unless Utility consents to an assignment.

Received: September 14, 2011
IURC 30-Day Filing No: 2908
Indiana Utility Regulatory Commission

15. **Severability**

If any provision of this Agreement is determined to be partially or wholly invalid, illegal, or unenforceable, then such provision shall be deemed to be modified or restricted to the extent necessary to make such provision valid, binding, and enforceable; or, if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding or enforceable, then such provision shall be deemed to be excised from this Agreement and the validity, binding effect, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any manner.

16. **Signatures**

The Parties to this Agreement hereby agree to have two originals of this Agreement executed by their duly authorized representatives. This Agreement is effective as of the later (or latest) of the dates set forth below.

Indiana Michigan Power

Signature:_____
Name:_____

Title:_____

Date:_____

CUSTOMER'S NAME

Signature: _____

Name: _____

Title: _____

Date: _____

Account Number: _____

Property Owner (if applicable)

Signature: _____

Name: _____

Title: _____

Date: _____

Received: September 14, 2011
IURC 30-Day Filing No: 2908
Indiana Utility Regulatory Commission

RIDER NMS
(Net Metering Service Rider)

Availability of Service.

This rider is ~~A~~available to ~~residential~~ customers in good standing ~~and primary and secondary schools~~ who own and operate an eligible net metering renewable energy resource such as solar photovoltaic, wind, or hydro electrical generating facility designed to operate in parallel with the Company's system. Customers served under this rider must also take service from the Company under the otherwise applicable standard service tariff.

The total rated generating capacity of all net metering customers served under this rider shall be limited to ~~one tenth of~~ one percent (~~0.~~1%) of the Company's most recent Indiana aggregate summer peak load. At least forty percent (40%) of the capacity is reserved solely for participation by residential customers. Service under this rider shall be available to customers on a first come, first served basis.

Conditions of Service.

1. For purposes of this rider, an eligible net metering facility is an electrical generating facility that complies with all of the following requirements:

   (a) is fueled by a renewable energy resource as defined in IC 8-1-37-4(a)(1) through IC 8-1-37-4(a)(1)(8) such as solar photovoltaic, wind, or hydroelectric energy;

   (b) has a nameplate capacity less than or equal to 1~~0~~ ~~k~~MW;

   (c) is owned and operated by the customer and is located on the customer's premises;

   (d) is intended primarily to offset all or part of the customer's own electrical load requirements; and

   (e) is designed and installed to operate in parallel with the Company's system without adversely affecting the operation of equipment and service of the Company and its customers and without presenting safety hazards to Company and customer personnel.

2. A customer seeking to interconnect an eligible net metering facility to the Company's system must submit to the Company's designated personnel a completed Application for Interconnection with the Indiana Michigan Power Company Distribution System and a one-line diagram showing the configuration of the proposed net metering facility. The Company will provide copies of all applicable forms upon request.

3. An Addendum to Contract for Electric Service between the Company and the ~~eligible~~ net metering customer must be executed before the net metering facility may be interconnected with the Company's system.

(Cont'd on Sheet No. 41.1)

Received: September 14, 2011
IURC 30-Day Filing No: 2908
Indiana Utility Regulatory Commission

RIDER NMS
(Net Metering Service Rider)

(Cont'd from Sheet No. 41)

4. Customer-owned generator equipment and installations must comply with the Company's Technical Requirements described in this tariff.

5. The ~~eligible~~ net metering customer shall provide the Company proof of qualified installation of the net metering facility. Certification by a licensed electrician shall constitute acceptable proof.

6. The ~~eligible~~ net metering 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 with the Company's system.

7. The Company may, at its own discretion, isolate any net metering facility if the Company has reason to believe that continued interconnection with the net metering facility creates or contributes to a system emergency. System emergencies causing discontinuance of interconnection shall be subject to verification at the Commission's discretion.

8. The Company may perform reasonable on-site inspections to verify the proper installation and continuing safe operation of the net metering facility and the interconnection facilities, at reasonable times and upon reasonable advance notice to the net metering customer.

9. A~~n~~ ~~eligible~~ net metering customer operating a net metering facility 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 losses or damages arising from the use of the customer's net metering facility. The customer must submit evidence of such insurance to the Company with the Interconnection Application. The Company's receipt of evidence of liability insurance does not imply an endorsement of the terms and conditions of the coverage.

10. The Company and the ~~eligible~~ net metering 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, or maintenance of such party's facilities used in net metering. This indemnification provision is not applicable in the case of government net metering customers that are restricted from entering into indemnification provisions.

(Cont'd on Sheet No. 41.2)

Received: September 14, 2011
IURC 30-Day Filing No: 2908
Indiana Utility Regulatory Commission

RIDER NMS
(Net Metering Service Rider)

(Cont'd from Sheet No. 41.1)

Metering.

One of the following metering options, if not already present, shall be installed on the ~~eligible~~ net metering customer's premises by the Company to properly record the net kWh of a net metering facility:

(1) One main watt-hour meter capable of measuring the net flow of energy.

(2) One main watt-hour meter measuring the flow of energy to the ~~eligible~~ net metering customer and a second watt-hour meter measuring the flow of energy to the Company. The reading of the second meter will be subtracted from the reading of the main meter to obtain a measurement of net kWh for billing purposes.

The Company may install one or more additional meters to monitor the flow of electricity.

Monthly Charges and Billing.

Monthly charges for energy, and demand where applicable, to serve the customer's net or total load shall be determined according to the Company's standard service tariff under which the customer would otherwise be served, absent the customer's eligible net metering facility. Energy charges under the customer's standard tariff shall be applied to the customer's net energy for the billing period to the extent that the net energy exceeds zero. If the customer's net energy is zero or negative during the billing period, the customer shall pay only the non-energy usage portions of the standard tariff bill. If the customer's net energy is negative during a billing period, the net metering customer shall be credited in the next billing period for the kWh difference. When the ~~eligible~~ net metering customer elects to no longer take service under this Net Metering Service Rider, any unused credit shall revert to the Company.

Contract.

A written agreement may, at the Company's option, be required to fulfill the provisions of Items 2, 14, and/or 17 of the Company's Terms and Conditions of Service.

(Cont'd on Sheet No. 41.3)

Received: September 14, 2011
IURC 30-Day Filing No: 2908
Indiana Utility Regulatory Commission

RIDER NMS
(Net Metering Service Rider)

(Cont'd from Sheet No. 41.2)

Special Terms and Conditions.

This rider is subject to the Company's Terms and Conditions of Service and all provisions of the standard service tariff under which the customer takes service. This rider is also subject to provisions of the Company's Net Metering Tariff Technical Requirements.

Technical Requirements.

These technical requirements relate to the interconnection of a net metering facility to the Company's distribution system. Interconnection enables the net metering facility to operate in parallel with the Company's distribution system. Inverter based systems listed by Underwriters Laboratories (UL) to UL standard 1741 published May 7, 1999, as revised January 28, 2010~~17, 2001~~ (UL 1741) will be accepted as meeting the technical interconnection requirements tested by UL 1741. Non-inverter based systems and interconnection requirements not tested by UL 1741 shall comply with standard, IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems." IEEE publications are available from the Institute of Electrical and Electronics Engineers, 443 Hoes Lane, P. O. Box 1331, Piscataway, NJ 08855-1331 (http://standards.ieee.org/). Since UL 1741 and IEEE 1547 do not address planning, designing, operating, or maintaining the utility's distribution system nor all of the potential system impacts the proposed net metering facility may create beyond the point of common coupling, certain additional technical requirements are contained herein.

These technical requirements are supplementary to and do not intentionally conflict with or supersede applicable laws, ordinances, rules, or regulations established by Federal (including all applicable safety and performance standards of the National Electrical Code), State, and other governmental bodies. The customer proposing to install a net metering facility is responsible for conforming to all applicable laws, ordinances, rules, or regulations established by Federal, State, and other governmental bodies.

The Company will provide the screening of all interconnection applications and, if necessary, an interconnection study to determine the impact of the net metering facility on the Company's distribution system beyond the point of common coupling.

To assure that the safety, reliability, and power quality of the distribution system is not degraded by the interconnection of the net metering facility:

(Cont'd on Sheet No. 41.4)

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

VERIFIED STATEMENT OF PUBLICATION

William W. Hix, being duly sworn upon oath, deposes and says that:

1. I am a Principal Regulatory Consultant for Indiana Michigan Power Company (I&M).

2. Pursuant to 170 IAC 1-6-5(a), I affirm that affected customers have been notified of I&M's thirty-day filing of Indiana Michigan Power Company's proposed amendment to Rider NMS to comply with the Commission's Final Rulemaking in IURC RM# 09-10, LSA #10-662(f) that was published in the Indiana Register on July 13, 2011 as required under 170 IAC 1-6-6.

3. Notification of the thirty-day filing of Indiana Michigan Power Company's proposed amendment to Rider NMS to comply with the Commission's Final Rulemaking in IURC RM# 09-10, LSA #10-662(f) that was published in the Indiana Register on July 13, 2011 as required under 170 IAC 1-6-6 was made by publication of a Legal Notice in a newspaper of general circulation that has a circulation encompassing the highest number of I&M's customers affected by the filing, and posting the notice on I&M's website.

4. A true and correct copy of I&M's Legal Notice is attached hereto as Exhibit "A".

Date: 9-14-11

William W. Hix
Principal Regulatory Consultant
Indiana Michigan Power Company

Received: September 14, 2011
IURC 30-Day Filing No: 2908
Indiana Utility Regulatory Commission

STATE OF INDIANA)
) ss:
COUNTY OF ALLEN)

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 14th day of September 2011.

Regiana M. Sistevaris, Notary Public

I am a resident of Allen County, Indiana.
My commission expires: March 6, 2015

LEGAL NOTICE
STATE OF INDIANA
INDIANA UTILITY REGULATORY
COMMISSION

Indiana Michigan Power Company (I&M), an Indiana corporation, gives notice that on or before September 14, 2011, it will submit for approval under the Indiana Utility Regulatory Commission's thirty-day filing process a revised Rider NMS (Net Metering Service Rider). The referenced filing will consist of Indiana Michigan Power Company's proposed amendment to Rider NMS to comply with the Commission's Final Rulemaking in IURC RM# 09-10, LSA #10-662(f) that was published in the Indiana Register on July 13, 2011. This submission, if approved, will bring I&M's Rider NMS into compliance with the amended 170 IAC 4-4.2. The revisions are expected to impact all Customers who install qualifying renewable energy resources, such as solar photovoltaic, wind or hydropower systems, with an approved electrical connection that wish to net meter with I&M. A decision on the revised Rider NMS is expected from the Indiana Utility Regulatory Commission on or before October 15, 2011. Please direct inquiries to:

Indiana Michigan Power Company
Attn: Director of Regulatory Services
P.O. Box 60
Fort Wayne, IN 46801

Objections to this filing can be made to the following: Indiana Utility Regulatory Commission
Attn: Commission Secretary
PNC Center
101 West Washington Street
Suite 1500 East
Indianapolis, Indiana 46204

Indiana Office of Utility Consumer Counselor
PNC Center
115 W. Washington Street
Suite 1500 South
Indianapolis, Indiana 46204

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Ad Id: 3791937 (0000933679-01) originally listed in Fort Wayne Newspapers on 09/10/2011

Return to Classifieds Main Page

Displaying 1 - 1 of 1 Ads

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Received: September 14, 2011
IURC 30-Day Filing No: 2908
Indiana Utility Regulatory Commission

Exhibit A