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Indiana Utility Regulatory Commission

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September 14, 2018

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

Re: Thirty-Day Filing Establishing Tariff and Interconnection Standards for Qualifying Facilities and Replacing Cogeneration Rate for Richmond Power & Light

Dear Ms. Becerra:

Enclosed please find documents in support of a 30-day filing by Richmond Power and Light Company ("RP&L") pursuant to 170 IAC 1-6. The purpose of this filing is to request Indiana Utility Regulatory Commission ("IURC" or "Commission") approval to establish tariff and interconnection standards for Qualifying Facilities (*i.e.*, cogeneration or small power production facilities) pursuant to the Commission's Order in Cause No. 44898 (*see* Exhibit A). This 30-day Filing is allowable pursuant to 170 IAC 1-6-3(3) and 3(5) because these are new interconnection rules and regulations of the utility and the associated changes to rates and charges are revenue neutral. RP&L's Net Metering tariff rates and interconnection standards for eligible solar, wind, biomass, geothermal, hydroelectric, or other renewable energy sources *remain in effect*. As it has in the past, RP&L will continue to work with Net Metering customers installing renewable energy projects on their premises to ensure safe and reliable interconnection with the utility's system and the provision of supplemental and back-up power under RP&L's applicable tariff rates.

<u>Interconnection Standards for Qualifying Facilities</u>

RP&L's current tariff does not include interconnection standards for Qualifying Facilities. Therefore, the Council determined that it is necessary to establish standards for the interconnection of Qualifying Facilities in RP&L's service territory served by the Indiana Municipal Power Agency ("IMPA") or RP&L pursuant to the Order in Cause No. 44898. These interconnection standards are consistent with the IMPA Joint Public Utility Regulatory Policies

Act of 1978[1] ("PURPA") Implementation Plan approved by the Commission in that Cause.[2] In addition, on November 16, 2017, the Federal Energy Regulatory Commission ("FERC") approved the Joint Petition of the Commission and IMPA, on behalf of itself and its authorizing member municipalities, for partial waiver of certain FERC regulations implementing section 210 of PURPA (*see* Exhibit B).

Cogeneration Rate

The CG Rate was originally intended to serve a Qualifying Facility in accordance with 170 IAC 4-4.1. No customers are currently taking service under the CG Rate, thus the elimination of this rate is revenue neutral. On June 28, 2017 in Cause No. 44898, the Commission approved the assumption by IMPA of all obligations of its Commission-regulated municipal members, including RP&L, to purchase energy and capacity offered by a Qualifying Facility under 170 IAC 4-4.1, thus rendering the CG Rate obsolete. Henceforth, Qualifying Facilities in RP&L's service territory will be served by IMPA or the Utility, as applicable, pursuant to orders of the IURC and FERC. Given that the CG Rate is not being used and conflicts with the Order in Cause No. 44898, the Richmond Common Council ("Council") determined that RP&L's tariff should be amended to remove that rate.

Additional Information Relevant to the Tariff Modification

On August 6, 2018, these RP&L tariff changes were approved by the Council in Ordinance 35-2018 (*see* Exhibit C). Affected customers have been notified as required by 170 IAC 1-6-6. Notice was published in the Richmond *Palladium-Item*, as reflected in the attached proof of publication (*see* Exhibit D). In addition, Legal Notice has been posted in a public place in RP&L's local utility offices and the utility's website, as reflected by the attached Verification (*see* Exhibit E).

RP&L's contact person to whom technical questions relating to this filing may be addressed to:

Randall W. Baker, General Manager
Richmond Power & Light Company
2000 U.S. Hwy 27 South

[1] 16 U.S.C. § 824a-3 (2012).

[2] IMPA's PURPA Plan was admitted into evidence as Petitioner's Attachment JFA-1 to the Direct Testimony of Jack A. Alvey.

Richmond, IN 47374
Telephone: 765-973-7200
Email: RandyB@RP-L.com

The proposed tariff sheets will reflect an effective date consistent with the Commission's approval thereof. Upon approval of the enclosed tariff sheets, please return one (1) file marked and approved copy of the tariff sheets to me for our files.

As always, please feel free to contact me if the Commission staff has any questions or concerns about this submission.

Sincerely,

Kristina Kern Wheeler

Kristina Kern Wheeler

Cc: Office of the Utility Consumer Counselor
Randall W. Baker, RP&L General Manager
Peter Prettyman, IMPA

KKW

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ORIGINAL

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STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

VERIFIED PETITION OF INDIANA MUNICIPAL POWER AGENCY ("IMPA") FOR COMMISSION APPROVAL TO ASSUME THE OBLIGATION OF CERTAIN JURISDICTIONAL IMPA MEMBERS TO PURCHASE ENERGY AND CAPACITY OFFERED BY A QUALIFYING FACILITY PURSUANT TO 170 IAC 4-4.1-5(A)	))))))))	CAUSE NO. 44898 APPROVED: JUN 28 2017

ORDER OF THE COMMISSION

Presiding Officers:
Angela Rapp Weber, Commissioner
Carol Sparks Drake, Administrative Law Judge

On January 17, 2017, the Indiana Municipal Power Agency ("IMPA" or "Petitioner") filed its Verified Petition in the above-captioned Cause pursuant to 170 IAC 4-4.1-5(a). IMPA requests authority from the Indiana Utility Regulatory Commission ("Commission") to assume the obligations of certain IMPA members under the Public Utility Regulatory Policies Act of 1978, as amended ("PURPA"), to purchase energy and capacity offered by a Qualifying Facility ("QF").

IMPA also filed its case-in-chief on January 17, 2017, which included the direct testimony of the following IMPA employees:

- Jack F. Alvey, Senior Vice President of Generation,
- J. Christian Rettig, Senior Vice President and Chief Financial Officer, and
- Lawrence A. Brown, Vice President Resource Planning.

On April 24, 2017, the Indiana Office of Utility Consumer Counselor ("OUCC") filed its Notice of Intent Not to File Testimony. That same date IMPA filed an Unopposed Notice of Exhibit Substitution with the revised direct testimony of Lawrence A. Brown.

Pursuant to notice given and published as required by law, proof of which was incorporated into the record, an evidentiary hearing was held in this Cause in Room 222 of the PNC Center, 101 West Washington Street, Indianapolis, Indiana, at 1:30 p.m. on May 15, 2017. Petitioner and the OUCC were present at the hearing and participated. No members of the general public appeared or sought to testify.

Based on the evidence and the applicable law, the Commission now finds:

1. **Notice and Commission Jurisdiction.** Proper legal notice of the hearing in this Cause was given and published by the Commission as required by law. IMPA is subject to the

jurisdiction of the Commission in the manner and to the extent provided in Ind. Code ch. 8-1-2.2. Because IMPA is not a "public utility" as defined in Ind. Code § 8-1-2-1, it is not subject to rate regulation by the Commission, but the Commission has jurisdiction to approve IMPA's issuance of bonds to finance generation and transmission system projects under Ind. Code § 8-1-2.2-19, to issue certificates of public convenience and necessity under Ind. Code § 8-1-8.5-1(a)(2), and to require IMPA to file an Integrated Resource Plan ("IRP") under 170 IAC 4-7-3(a)(2). Among IMPA's members are the municipal electric utilities of Anderson, Crawfordsville, Frankfort, Kingsford Heights, Knightstown,[1] Lebanon, Richmond, and Tipton (collectively the "Jurisdictional Members"), which are regulated by and under the jurisdiction of the Commission pursuant to Ind. Code ch. 8-1.5-3.

Each Jurisdictional Member, except Knightstown, has authorized IMPA to seek approval for authority to meet certain PURPA obligations on its behalf. All QFs and electric utilities, including the Jurisdictional Members, are subject to the Commission's Cogeneration and Alternate Energy Production Facilities Rules (the "Cogeneration Rules") at 170 IAC 4-4.1-1 to -13. Pursuant to 170 IAC 4-4.1-5, IMPA seeks to "stand in the shoes" of its Jurisdictional Members for purposes of meeting those members' PURPA obligations to purchase power from QFs under the Cogeneration Rules ("PURPA Purchase Obligations").

Accordingly, the Commission has jurisdiction over Petitioner, its Jurisdictional Members, and the subject matter of this Cause.

2. <u>Petitioner's Characteristics</u>. IMPA is a joint agency within the meaning of Ind. Code § 8-1-2.2-2(c) and is a political subdivision of the State of Indiana. IMPA has its principal office at 11610 North College Avenue in Carmel, Indiana. IMPA provides all of the electric power and energy requirements of its 60 municipal members who serve over 330,000 customers in municipalities across Indiana and one town in Ohio. IMPA and its Jurisdictional Members are subject to Section 210 of PURPA and the Federal Energy Regulatory Commission ("FERC") regulations thereunder at 18 C.F.R. § 292.303(a) and 292.303(b).

3. <u>Relief Requested</u>. PURPA requires all electric utilities, including IMPA and its Jurisdictional Members, to purchase power from and sell power to QFs. 16 U.S.C. § 824a-3. The FERC requires utilities to purchase from QFs at rates equal to their full avoided cost, defined as "the incremental costs to an electric utility of electric energy or capacity or both which, but for the purchase from the qualifying facility of qualifying facilities, such utility would generate itself or purchase from another source." 18 C.F.R. § 292.101(b)(6). The Cogeneration Rules provide that "[i]f a utility purchases all of its power from a single supplier, such that its avoided cost, as defined in this rule, is derived from the single supplier, the supplier may assume the obligation to purchase the energy and capacity offered by a qualifying facility." 170 IAC 4-4.1-5(a).

IMPA requests authority pursuant to 170 IAC 4-4.1-5(a) to assume the obligation of certain Jurisdictional Members to purchase energy and capacity offered by a QF. If this relief is granted, IMPA requests that the Commission join Petitioner in making appropriate filings at the FERC for

[1] On April 26, 2017, Knightstown submitted notice to the Commission that it has begun the process of withdrawing its electric and water utilities from the Commission's jurisdiction.

waiver, pursuant to 18 C.F.R. § 292.402, to transfer IMPA's members' PURPA Purchase Obligations to IMPA and IMPA's PURPA sales obligation to its members.

4. Petitioner's Testimony.

A. Jack F. Alvey, Senior Vice President of Generation. Mr. Alvey testified that IMPA currently provides all the electric power requirements of its 59 municipal members in Indiana and one town in Ohio with whom IMPA also has a long-term full requirements power supply agreement. IMPA is responsible for delivering power to each member's local distribution system. Mr. Alvey testified that IMPA serves this load using a diverse portfolio of generating resources, including a combination of IMPA- and member-owned generation with long-term, firm power purchases and some seasonal market purchases and that since 1993, IMPA has performed 24-hour power system coordination and scheduling to serve its members. IMPA participates in both the Midcontinent Independent System Operator and PJM Interconnection markets. Mr. Alvey explained that IMPA forecasts its members' combined energy and capacity needs in its biennial IRP filed with the Commission and provides additional services to its members on an agency-wide basis.

Mr. Alvey presented IMPA's Joint PURPA Implementation Plan ("PURPA Plan"). Under the PURPA Plan, IMPA will purchase all energy and capacity offered by QFs to IMPA or any of its members, except from QFs greater than 20 megawatts (MW) for which the FERC grants IMPA a waiver of its purchase obligation. Under the PURPA Plan, because Ind. Code § 8-1-2.2-9(a)(11) does not authorize IMPA to sell energy at the retail level, its members will sell, at retail, all energy and capacity required by QFs located in their electric service territories. If a QF seeks to interconnect with IMPA-owned transmission facilities that are not located within the retail electric service territory of a member, upon request, IMPA will assist the QF in locating a supplier of supplemental, backup, maintenance, and interruptible power. Mr. Alvey explained that the PURPA Plan allows IMPA to offer a standard purchase rate or a negotiated rate for energy and capacity produced by QFs interconnected with IMPA or a member. This standard purchase rate is to be determined by IMPA based on its avoided costs—the costs to IMPA of the electric energy that IMPA would otherwise generate or purchase if not purchased from the QF.

Mr. Alvey testified that the PURPA Plan allows QFs to interconnect with the electric system of IMPA and its members, to sell electric energy and capacity to IMPA, and to purchase retail electric service from members. Mr. Alvey opined that the PURPA Plan reflects an integrated approach to meeting IMPA's and its members' obligations under PURPA and the FERC rules while maintaining the function of IMPA as a wholesale supplier to its members and the retail service function of the members. Mr. Alvey testified that IMPA's PURPA Plan will promote greater integration of renewable energy resources consistent with PURPA's goals. He also testified it might be difficult for some IMPA members to meet PURPA obligations on their own, given local variations in size, financial resources, and technical expertise.

Mr. Alvey further testified that absent IMPA standing in the shoes of its members, the Jurisdictional Members could be forced to charge QFs for avoided cost for capacity differently than each other and differently than the 52 non-jurisdictional IMPA members, resulting in inefficiencies and potentially discouraging QFs from operating in IMPA member territories. Mr.

Alvey also reviewed the history of entities similar to IMPA that have assumed certain PURPA Purchase Obligations of their members, including Hoosier Energy Rural Electric Cooperative, Inc.

B. Lawrence A. Brown, Vice President Resource Planning. In his substitute testimony, Mr. Brown testified that IMPA's PURPA Plan is consistent with the FERC's longstanding policy that an all-requirements customer's avoided costs (here, the IMPA member's cost) is that of its all-requirements supplier. Because IMPA's members purchase all of their power from IMPA, Mr. Brown opined that it is appropriate under the Commission's Cogeneration Rules for IMPA to assume the PURPA Purchase Obligations of its Jurisdictional Members.

Mr. Brown testified that because IMPA is not included in the definition of an "electric utility" under 170 IAC 4-4.1-2, the Commission's Cogeneration Rules do not apply to IMPA; therefore, IMPA is not subject to 170 IAC 4-4.1, including the provisions related to the filing of rate data, the rate calculations for energy purchases and capacity purchases from QFs, and the filing of a standard offer and standard contract. However, Mr. Brown testified that IMPA must comply with all applicable PURPA requirements in establishing rates for QF purchases. Mr. Brown further testified that QF rates must equal the utility's full avoided costs, as defined in 18 C.F.R. §292.101(b)(6). He said that under PURPA, IMPA cannot discriminate against co-generators or small power producers through its rate structure or interconnection requirements. Mr. Brown testified that a form of contract is not included in IMPA's PURPA Plan because the purchases and sales rates will be calculated pursuant to PURPA requirements or negotiated on a case-by-case basis as permitted under PURPA. Mr. Brown further testified that IMPA and its members intend to require each QF to execute a contract providing the detailed terms and conditions, including interconnection requirements, metering, rates, and terms necessary to accommodate safety and reliability concerns.

Mr. Brown testified that IMPA's assumption of its Jurisdictional Members' PURPA obligations is in the public interest. He noted that IMPA's Jurisdictional Members will follow the same PURPA requirements as IMPA's non-jurisdictional members. QF sales negotiations, interconnection arrangements, and other matters will be centrally handled by IMPA, whose staff is knowledgeable about PURPA compliance requirements, while IMPA's Jurisdictional Members will focus their resources on providing retail electric service. Mr. Brown testified that all of IMPA's members will benefit from granting the relief requested because consolidating PURPA compliance efforts should reduce total regulatory compliance costs through specialized centralization and associated economies of scale not currently available to individual Jurisdictional Members.

Within IMPA's IRP, Mr. Brown testified that contracts IMPA enters into with QFs will be treated as resources in IMPA's modeling. He opined that the uniform approach IMPA will follow in PURPA compliance efforts should make it easier for QFs to decide whether to pursue interconnection in areas served by IMPA's members and that no state-level review and approval would be required for future QF interconnection requests and enforcement of those contract terms. Mr. Brown testified that disputes between IMPA and a QF would be resolved in the future by the FERC, decreasing Commission filings.

Mr. Brown clarified that Knightstown is the only Jurisdictional Member that has not executed IMPA's PURPA Plan and has not responded to communications from IMPA regarding the relief requested in this Cause. If Knightstown (or a new member) decides to enter into IMPA's PURPA Plan in the future, IMPA proposes that a notice filing in a sub-docket of this Cause be made with the Commission when such a decision is made, acknowledging the Jurisdictional Member has agreed to enter into the same arrangement as the Commission approved in this Cause. It would be thus unnecessary for the Commission to conduct further regulatory proceedings on QF interconnection and contract terms.

C. **J. Christian Rettig, Senior Vice President and Chief Financial Officer.** Mr. Rettig testified regarding how IMPA's financial structure and rate structure impact QFs. He explained that IMPA is a non-profit, funded with tax exempt bonds issued under its state statutory authority and that these bonds are secured by a senior pledge of IMPA's net revenues derived from members' all-requirements power sales agreements. Mr. Rettig testified that the requirements for IMPA's rate structure are set forth in Ind. Code § 8-1-2.2-13 and that the power sales contracts IMPA enters into with its members follow these requirements. Mr. Rettig testified that IMPA's rates are regulated by IMPA's Board of Commissioners ("Board"), established pursuant to Ind. Code § 8-1-2.2-8(d). Mr. Rettig explained that each IMPA member is represented by a Commissioner on the Board who holds one vote and represents the interests of the member municipality, and the Board annually approves IMPA's rates pursuant to Ind. Code § 8-1-2.2-9(a).

Mr. Rettig testified that neither the FERC nor the Commission has jurisdiction over IMPA's rates, pursuant to 16 U.S.C. § 824(c) and Ind. Code ch. § 8-1-2.2, but that IMPA substantially follows the Uniform System of Accounts prescribed by the FERC. Mr. Rettig further testified that it is common for state and federal regulatory authorities to not have jurisdiction over the ratemaking of municipalities and joint action agencies like IMPA. As a body corporate and politic and political subdivision of the State of Indiana, Mr. Rettig testified that IMPA is "deemed to be exercising a part of the sovereign powers of the state" in carrying out its duties under Ind. Code § 8-1-2.2-8(a).

Mr. Rettig stated that Ind. Code § 8-1-2.2-17 provides that so long as a joint agency like IMPA has bonds outstanding, the state will not limit its vested rights to establish rates and charges as provided in Ind. Code ch. 8-1-2.2 or impair the rights and remedies of its bondholders. He testified that IMPA had approximately $1.16 billion in bonds outstanding as of January 5, 2017.

Mr. Rettig also testified that additional regulatory filings would largely duplicate data IMPA already includes in its rate studies and audited financial statements which are publicly available. From Mr. Rettig's perspective, additional rate filings with the Commission are unnecessary and would lead to significantly greater accounting and regulatory compliance costs while not increasing transparency and accuracy beyond what is already available under IMPA's ratemaking process

5. Commission Discussion and Findings. Based upon the evidence IMPA presented, the Commission finds IMPA is the "single supplier" of power for its members, and it is appropriate for IMPA to assume the obligation of its Jurisdictional Members to purchase energy and capacity offered by a QF pursuant to 170 IAC 4-4.1-5(a). The Commission is persuaded that both the

Jurisdictional Members and QFs will benefit from IMPA assuming this obligation because QF sales negotiations, interconnection agreements, and other related matters will be centrally handled by qualified personnel. Further, the unified approach IMPA will follow under the PURPA Plan should make it easier for QFs to decide whether to pursue interconnection in IMPA's Jurisdictional Members' service territories.

IMPA's PURPA Plan should also encourage cogeneration and small power production by QFs. The Commission finds that the relief IMPA requests will not adversely impact QFs because IMPA will stand in the shoes of its members with regard to their purchase obligation, and its members will stand in IMPA's shoes with regard to the retail sales obligation. Further, while IMPA is not an "electric utility" under 170 IAC 4-4.1-2 and the Commission's Cogeneration Rules do not apply to IMPA, IMPA must still comply with PURPA in establishing rates for QF purchases.

As set forth in IMPA's Verified Petition in this Cause, 18 C.F.R. § 292.402(a) permits a "State regulatory authority [with respect to any electric utility over which it has ratemaking authority] or nonregulated electric utility," after appropriate public notice, to apply for a waiver of 18 C.F.R. § 292.303(a) and (b). The Commission finds that following approval of this Order, the Commission's General Counsel, on the Commission's behalf, should file an appropriate waiver request at the FERC, which filing may be coordinated with IMPA as General Counsel deems appropriate. If granted, the effect of the FERC waiver will be to transfer the must-purchase obligation of the Jurisdictional Members (exclusive of Knightstown) to IMPA and the must-sell obligation of IMPA to those Jurisdictional Members. PURPA provides that the FERC will grant such a waiver if an applicant demonstrates compliance with the regulatory requirements "is not necessary to encourage cogeneration and small power production and is not otherwise required under section 210 of PURPA." 18 C.F.R. § 292.402(b). As set forth in the PURPA Plan, precedent exists for public power agencies like IMPA, which are prohibited from making retail sales, to be granted a FERC-approved waiver of the obligation to sell power to QFs when the local utility may make such retail sales. *See Missouri River Energy Servs.*, Docket No. EL13-80-000, 145 FERC ¶ 62,022 (2013).

IT IS THEREFORE ORDERED BY THE INDIANA UTILITY REGULATORY COMMISSION that:

1. IMPA's request to assume the obligations of its Jurisdictional Members (exclusive of Knightstown) to purchase energy and capacity offered by a QF pursuant to 170 IAC 4-4.1-5(a) is approved.

2. Additional IMPA members under the ratemaking authority and jurisdiction of the Commission that adopt IMPA's PURPA Plan shall be subject to the terms of this Order upon filing notice with the Commission in a sub-docket of this proceeding (*e.g.*, "Cause No. 44898 S 1") affirming that the member agrees to the same arrangement with IMPA as approved in this Cause for Jurisdictional Members and will be subject to and comply with the terms of this Order. An Order will be issued in the sub-docket without requiring further evidentiary support or hearings unless specifically requested in writing by the OUCC or an interested party within 30 days of the filing of such notice.

3. The Commission's General Counsel shall, consistent with Paragraph No. 5 above, file an application for a waiver from the FERC pursuant to 18 C.F.R. § 292.402 that transfers the Jurisdictional Members' (exclusive of Knightstown) PURPA purchase obligation from QFs to IMPA and IMPA's PURPA sales obligation to QFs to its members, which filing may be coordinated with IMPA as General Counsel deems appropriate.

4. This Order shall be effective on and after the date of its approval.

ATTERHOLT, FREEMAN, HUSTON, WEBER, AND ZIEGNER CONCUR:

APPROVED: JUN 28 2017

I hereby certify that the above is a true and correct copy of the Order as approved.

Mary M. Becerra

Mary M. Becerra
Secretary of the Commission

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

In Reply Refer To:
Indiana Municipal Power Agency
Indiana Utility Regulatory Commission
Docket No. EL18-4-000

November 16, 2017

Cynthia S. Bogorad
Spiegel & McDiarmid LLP
1875 Eye Street, NW, Suite 700
Washington, DC 20006

Dear Ms. Bogorad:

On October 3, 2017, Indiana Municipal Power Agency (IMPA), on behalf of itself and its authorizing member municipal cities (Authorizing Members), some of which are rate-regulated utilities, and the Indiana Utility Regulatory Commission (Indiana Commission) on behalf of those Authorizing Members subject to the Indiana Commission's rate-regulation jurisdiction,[1] filed pursuant to section 292.402 of the Commission's regulations,[2] a joint petition for partial waiver of certain Commission regulations implementing section 210 of the Public Utility Regulatory Policies Act of 1978 (PURPA)[3] (Joint Petition).

The Joint Petition notes that IMPA is a political subdivision of the State of Indiana

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[1] *See* the Appendix for the full list of Authorizing Members.

[2] 18 C.F.R. § 292.402 (2017). ("…[a] non-regulated electric utility may…apply for a waiver from the application of any of the requirements of subpart C (other than § 292.302 thereof), [with the Commission granting] such a waiver only if an applicant…demonstrates that compliance with any of the requirements of subpart C is not necessary to encourage cogeneration and small power production and is not otherwise required under section 210 of PURPA.").

[3] 16 U.S.C. § 824a-3 (2012).

and a body politic and corporate created by statute and authorized by statute to jointly, plan, finance, own, and operate electric power supply facilities. Further, the Joint Petition explains that IMPA is the full-requirements supplier to 60 municipalities in Indiana and one community in Ohio, of which 55 are Authorizing Members. The Joint Petition also notes that the Indiana Commission has jurisdiction over certain IMPA rate-regulated members. The Joint Petition states that therefore the waiver request is being submitted by the Indiana Commission on behalf of the rate-regulated Authorizing Members and by IMPA on behalf of itself and the Authorizing Members that are non-regulated electric utilities.[4]

IMPA seeks waiver of its obligation under section 292.303(b) of the Commission's regulations[5] to make retail sales to qualifying facilities (QFs), and the Authorizing Members seek waiver of their obligation under section 292.303(a) of the Commission's regulations[6] to make purchases from QFs. IMPA states that, in lieu of IMPA's retail sales to QFs, the Authorizing Members will make sales, and, similarly, in lieu of the Authorizing Members' purchases from QFs, IMPA will make such purchases, at IMPA's avoided costs.[7] IMPA states that QFs interconnecting with itself or the Authorizing Members will continue to have a market for the capacity and energy they make available for sale, and also will continue to be assured of a source of retail power for their operations through IMPA's Joint PURPA Implementation Plan (Plan).[8]

IMPA explains that the Plan provides that: (1) any QF is permitted to interconnect with the electric systems of IMPA or any Authorizing Member; (2) any QF is permitted to sell energy and capacity to IMPA at rates equal to IMPA's full avoided costs or at a negotiated rate; (3) any QF is permitted to purchase supplemental, back-up, and maintenance power from an Authorizing Member on either a firm or interruptible basis, at rates that are nondiscriminatory, just and reasonable, and in the public interest; and (4) no QF will be subject to duplicative charges for interconnection or wheeling as a result of selling to IMPA and buying from an Authorizing Member.[9]

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[4] Joint Petition at 2, 4.

[5] 18 C.F.R. § 292.303(b) (2017).

[6] 18 C.F.R. § 292.303(a) (2017).

[7] Joint Petition at 4.

[8] *Id*. at 5.

[9] *Id*. at 5-6.

IMPA claims that the Commission should waive the Authorizing Members' purchase obligation because the Authorizing Members' purchases are not necessary to encourage cogeneration or small power production. IMPA contends that the Plan provides encouragement to QFs by ensuring that they receive a rate for their power that is equal to IMPA's full avoided costs, which it asserts is equal to the avoided costs of the Authorizing Members. IMPA states that the Plan also provides that QFs will: (1) be offered back-up, supplementary, and maintenance power, upon request, on either a firm or interruptible basis, at rates that are nondiscriminatory, just and reasonable, and in the public interest; and (2) be protected from duplicative interconnection charges or wheeling charges as a result of dealing with an individual Authorizing Member for retail service and IMPA for QF sales of capacity and energy.[10]

IMPA also claims that the Commission should waive IMPA's sales obligation because retail sales by IMPA are not necessary to encourage cogeneration and small power production, as IMPA is not authorized to make retail sales and the Authorizing Members are already obligated under Indiana law to provide retail electric service at nondiscriminatory, just, and reasonable rates. Furthermore, IMPA states that retail service by IMPA would result in operational and administrative problems as IMPA lacks the necessary organizational structure and personnel to provide reliable retail service; whereas, the Authorizing Members already possess the necessary experience, staff, distribution facilities, and other attributes.[11]

IMPA states that, in accordance with section 292.402(a) of the Commission's regulations, it provided public notice of this waiver request in the area served by IMPA and its Authorizing Members. Specifically, IMPA states that a notice of this filing was published in the local and statewide newspapers between September 12, 2017 and September 25, 2017, covering the entire area served by IMPA and its Authorizing Members.

Notice of IMPA's petition was published in the *Federal Register*, 82 Fed. Reg. 46,979 (2017), with interventions and protests due on or before October 24, 2017. No protests were filed.

The Joint Petition's requested waiver is hereby granted. Granting waiver of the purchase obligation to the Authorizing Members will not frustrate the PURPA statutory mandate to encourage the development of QFs because no QF will be deprived of an avoided cost sale of its power, and each will receive a full avoided cost rate. Similarly granting waiver of the sales obligation to IMPA will not frustrate the PURPA statutory

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[10] *Id*. at 7, 9.

[11] *Id*. at 9.

mandate because each Authorizing Member will offer supplementary, back-up, maintenance, and interruptible power to QFs at rates that are nondiscriminatory, just and reasonable, and in the public interest.

This action is taken pursuant to authority delegated to the Director, Division of Electric Power Regulation – Central, under 18 C.F.R. § 375.307(a)(6)(iii) (2017). This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713 (2017).

Sincerely,

Penny S. Murrell, Director
Division of Electric Power
Regulation – Central

Appendix

Indiana Municipal Power Agency
Authorizing Members for which Waivers are Granted

Advance Municipal Light & Power
Anderson Municipal Light & Power
Argos Utilities
Bainbridge Municipal Utilities
Blanchester Utilities
Bremen Electric Light & Power
Brooklyn Electric Department
Centerville Municipal Utilities
Chalmers Municipal Utilities
Coatesville Power & Light
Columbia City Municipal Utilities
Covington Municipal Electric Utility
Crawfordsville Electric Light & Power
Darlington Light & Power
Dublin Municipal Electric Utilities
Dunreith Municipal Utilities
Edinburgh Municipal Power & Light
Etna Green Municipal Utilities
Flora Municipal Electric Utilities
Frankfort City Light & Power
Frankton Municipal Light & Water
Gas City Municipal Utilities
Greendale Utilities
Greenfield Power & Light
Huntingburg Municipal Electric Utility
Jamestown Municipal Light & Power
Jasper Municipal Electric Utility
Kingsford Heights Municipal Electric Utility
Ladoga Light & Power
Lawrenceburg Municipal Utilities
Lebanon Utilities
Lewisville Electric Utility
Linton Municipal Utilities
Montezuma Municipal Utilities
Pendleton Light & Power
Peru Utilities
Pittsboro Municipal Utilities
Rensselaer Electric Utility

Richmond Power & Light
Rising Sun Municipal Utilities
Rockville Municipal Utilities
Scottsburg Municipal Electric Department
South Whitley Municipal Electric
Spiceland Municipal Utilities
Straughn Municipal Electric
Tell City Electric Department
Thorntown Utilities
Tipton Municipal Utilities
Troy Utilities
Veedersburg Utilities Department
Walkerton Municipal Utilities
Washington Electric Light & Power
Waynetown Electric Utility
Williamsport Light & Water
Winamac Municipal Utilities

Document Content(s)

CITY OF RICHMOND, INDIANA

ORDINANCE NO. 35-2018

ORDINANCE ESTABLISHING TARIFF AND INTERCONNECTION STANDARDS FOR RENEWABLE ENERGY FROM QUALIFYING FACILITIES AND REPLACING COGENERATION RATES FOR RICHMOND POWER & LIGHT COMPANY

WHEREAS, the City of Richmond, Indiana owns and operates its own electric Utility, Richmond Power & Light Company (hereinafter "RP&L"), under the supervision and control of the Board of Directors (hereinafter "Board"), of RP&L pursuant to IC 8-1.5-3-4; and

WHEREAS, the safety of RP&L employees and the general public requires inspection and testing of equipment arranged for the production of electricity from renewable generation facilities that are owned and operated by residential, commercial or industrial Customers of RP&L and connected to the Utility's electrical grid; and

WHEREAS, the Council has determined that it is necessary to establish standards for the interconnection of such renewable generation facilities to the Utility's grid ("Interconnection Standards"); and

WHEREAS, RP&L's tariff also includes a Cogeneration "CG" Rate available to Customers operating a "Qualifying Facility" (a cogeneration or small power production facility) in accordance with 170 IAC 4-4.1; and

WHEREAS, on June 28, 2017 in Cause No. 44898, the Indiana Utility Regulatory Commission ("IURC" or "Commission") approved the assumption by the Indiana Municipal Power Agency ("IMPA") of all obligations of its Commission-regulated municipal members, including RP&L, to purchase energy and capacity offered by a Qualifying Facility under 170 IAC 4-4.1, thus rendering the CG Rate obsolete; and

WHEREAS, no Customers are currently taking service under the CG Rate, and current and future energy and capacity purchases from qualified facilities producing renewable electricity in RP&L's service territory may be purchased by IMPA, and RP&L may continue to sell supplemental and backup power to those facilities under its applicable retail tariff rates; and

WHEREAS, the First Friends Quaker Church of Richmond (the "Church") has executed an agreement with the IMPA for purchasing energy and capacity from the Church's new solar facility under this newly approved regulatory structure; and

WHEREAS, given these facts, the Board has recommended to the Council that it replace the existing Cogeneration Rates, and adopt new tariff provisions including interconnection standards for Qualifying Facilities producing renewable energy; and

WHEREAS, based upon the recommendation of the Board, the Council desires to create new tariff provisions including Interconnection Standards for Qualifying Facilities producing renewable energy, and replace the existing Cogeneration Rates.

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF RICHMOND, INDIANA, THAT:

SECTION 1. The findings and determinations set forth in the preambles to this Ordinance are hereby made findings and determinations of the Council.

SECTION 2. The tariff of Richmond Power & Light Company shall be amended to create new tariff provisions including Interconnection Standards for Qualifying Facilities producing renewable energy, and to replace the existing Cogeneration Rates, as set forth in the tariffs attached hereto as "Exhibit A" to be filed and become effective upon approval by the Indiana Utility Regulatory Commission.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Passed and adopted by the Common Council of the City of Richmond, Indiana this 10 day of Aug, 2018.

RICHMOND COMMON COUNCIL

________________, President
Jamie Lopeman

ATTEST: ________________, ~~City~~ Clerk
Karen Chasteen, IAMC, MMC

PRESENTED to the Mayor of the City of Richmond, Indiana, this 28 day of August 2018, at 8:55 a.m./p.m.

________________, ~~City~~ Clerk
Karen Chasteen, IAMC, MMC

APPROVED by me, David M. Snow, Mayor of the City of Richmond, Indiana, this 30 day of August, 2018, at 8:35 a.m./~~p.m~~.

________________, Mayor
David M. Snow

ATTEST: ________________, ~~City Clerk~~
Karen Chasteen, IAMC, MMC

EXHIBIT A

Changes to Richmond Power & Light Tariff

Richmond Power and Light

Rate Schedule QF
(QUALIFYING FACILITIES)

AVAILABILITY

On June 28, 2017 in Cause No. 44898, the Indiana Utility Regulatory Commission ("IURC" or "Commission") approved the assumption by the Indiana Municipal Power Agency ("IMPA") of all obligations of its Commission-regulated municipal members, including Richmond Power & Light, to purchase energy and capacity offered by a Qualifying Facility of less than twenty megawatts (20 MW) under 170 IAC 4-4.1 (for Cogeneration and Alternate Energy Production facilities), thus any Qualifying Facilities in the Utility's service territory shall be served by IMPA or the Utility pursuant to that Order. The provisions of this tariff, along with any interconnection agreement and the provisions of any agreement entered into between the Customer/Qualifying Facility and RP&L and/or IMPA shall govern such service, as applicable.

RATES

Pursuant to the Order in Cause No. 44898, the Utility maintains its retail sales obligation. Any backup or supplemental power needed by a Customer with a Qualifying Facility will be sold pursuant to the Utility's applicable tariff provisions.

INTERCONNECTION

A Customer desiring to interconnect a Qualifying Facility (also referred to herein as a "renewable generation facility") with the Utility's grid shall complete an interconnection application and submit the application to the Utility for review. After receipt of the application, the Utility shall conduct such further inspection of the renewable generation facilities as the Utility deems necessary and approve or deny the application. If the application is denied, the Utility shall provide a written response to the Customer explaining why the application was denied. The Utility is hereby authorized to charge a reasonable application fee to offset costs involved with reviewing the application, inspecting the renewable generation facilities, and otherwise ensuring compliance with these rules.

If the interconnection application is approved, then the Customer agrees that no changes shall be made to the configuration of the renewable generation facilities, as that configuration is described in the application, and no relay or other control or protection settings specified in the application shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the renewable generation facilities comply with the Utility's approved settings.

In addition to such other requirements as the Utility deems necessary, any renewable generation facility allowed to interconnect to the Utility's grid must comply with: (a) the National Electrical Code and the National Electrical Safety Code, as each may be revised from time to time; (b) the Utility's rules and regulations and the Utility's General Terms and Conditions for Electric Service, each as contained in the Utility's Electric Tariff and each as may be revised from time to time; and (c) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time.

For any approved renewable generation facilities interconnected to the Utility's grid, the Customer shall install, operate, and maintain, at the Customer's sole cost and expense, the renewable generation facilities in accordance with the Institute of Electrical and Electronics Engineers' applicable Standard for Interconnecting Distributed Resources with Electric Power Systems, as it may be amended from time to time. The Customer shall be responsible for protecting, at the Customer's sole cost and expense, the renewable generation facilities from any condition or disturbance on the Utility's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges.

The Customer shall operate any interconnected renewable generation facilities in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of the Utility's electric system. At all times when the renewable generation facilities are being operated in parallel with the Utility's electric system, the Customer shall operate the renewable generation facilities in a manner that no disturbance will be produced to the service rendered by the Utility to any of its other Customers or to any electric system interconnected with the Utility's electric system. The Customer's control equipment for the renewable generation facilities shall immediately, completely, and automatically disconnect and isolate the renewable generation facilities from the Utility's electric system in the event of a fault on the Utility's electric system, a fault on the Customer's renewable generation facilities, or loss of a source or sources on the Utility's electric system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on the Utility's electric system. Additionally, if the fault is with the Customer's renewable generation facilities, such automatic disconnecting device shall not be reclosed until after the fault is isolated from the Customer's renewable generation facilities.

Upon reasonable advance notice to the Customer, the Utility shall have access to any interconnected renewable generation facilities to perform on-site inspections to verify that the installation and operation of the renewable generation facilities comply with the requirements of this tariff and to verify the proper installation and continuing safe operation of the renewable generation facilities. The Utility shall also have at all times immediate access to breakers or any other equipment that will isolate the renewable generation facilities from the Utility's electric system. The Utility shall not be responsible for any costs the Customer may incur as a result of such inspection(s). The Utility shall have the right and authority to isolate approved interconnected renewable generation facilities at the Utility's sole discretion if the Utility believes that: (a) continued interconnection and parallel operation of the renewable generation facilities with the Utility's electric system creates or contributes (or will create or contribute) to a system emergency on either the Utility's or the Customer's electric facilities; (b) the renewable generation facilities are not in compliance with the requirements of this tariff; or (c) the renewable generation facilities interfere with the operation of the Utility's electric system. In non-emergency situations, the Utility shall give the Customer reasonable notice prior to isolating the renewable generation facilities.

Customer shall procure and keep in force during all periods of parallel operation of the renewable generation facilities with the Utility's electric system, homeowners, commercial, or other insurance to protect the interests of the Utility, with an insurance carrier acceptable to the Utility, and in amounts not less than those reasonably determined by the Utility to be necessary taking into consideration the nameplate capacity, configuration and type of the renewable generation facilities. The Customer shall indemnify and hold harmless the Utility, the City of Richmond, its employees, representatives, agents and subcontractors from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the Customer, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Customer's renewable generation facilities. If the Utility is required to bring an action to enforce its rights under this Agreement, either as a separate action or in connection with another action, and said rights are upheld, the Customer shall reimburse the Utility for all expenses, including attorney's fees, incurred in connection with such action.

INTERCONNECTION AGREEMENT
FOR QUALIFIED FACILITIES
RICHMOND POWER & LIGHT COMPANY

THIS INTERCONNECTION AGREEMENT ("Agreement") is made and entered into this ___ day of, 20___, by and between Richmond Power & Light Company ("Utility"), and __________________ ("Customer"). Utility and Customer are hereinafter sometimes referred to individually as "Party" or collectively as "Parties".

WITNESSETH:

WHEREAS, Customer is installing, or has installed, solar, wind, biomass, geothermal, hydroelectric, or other renewable generation equipment, controls, and protective relays and equipment ("Generation Facilities" or "Qualified Facilities") used to interconnect and operate in parallel with Utility's electric system, which Generation Facilities are more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement, and as follows:

Location: ____
Generator Size and Type: ___________________________________; and

WHEREAS, the name plate rating of the Generation Facilities does not exceed 20 megawatts (MW); and

WHEREAS, Customer desires to receive service under Utility's Qualified Facilities ("QF") tariff.

NOW, THEREFORE, in consideration thereof, Customer and Utility agree as follows:

1. Application. It is understood and agreed that this Agreement applies only to the operation of the Generation Facilities described above and on Exhibit A.

2. Interconnection. Utility agrees to allow Customer to interconnect and operate the Generation Facilities in parallel with Utility's electric system in accordance with any operating procedures or other conditions specified in Exhibit A. By this Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Utility does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics of the Generation Facilities. The Generation Facilities installed and operated by or for Customer shall comply with, and Customer represents and warrants their compliance with: (a) the National Electrical Code and the National Electrical Safety Code, as each may be revised from time to time; (b) Utility's rules and regulations applicable to Qualified Facilities, and Utility's General Terms and Conditions for Electric Service, each as contained in Utility's Electric Tariff and as each as may be revised from time to time; (c) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time; and any other requirements as the Utility deems necessary. Customer shall install, operate, and maintain,

at Customer's sole cost and expense, the Generation Facilities in accordance with the Institute of Electric and Electronics Engineers' applicable Standard for Interconnecting Distributed Resources with Electric Power Systems, as it may be amended from time to time. Customer shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facilities. Customer shall be responsible for protecting, at Customer's sole cost and expense, the Generation Facilities from any condition or disturbance on Utility's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges. Customer agrees that, without the prior written permission from Utility, no changes shall be made to the configuration of the Generation Facilities, as that configuration is described in Exhibit A, and no relay or other control or protection settings specified in Exhibit A shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the Generation Facilities comply with Utility approved settings.

3. Operation by Customer. Customer shall operate the Generation Facilities in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Utility's electric system. At all times when the Generation Facilities are being operated in parallel with Utility's electric system, Customer shall operate the Generation Facilities in a manner that no disturbance will be produced to the service rendered by Utility to any of its other Customers or to any electric system interconnected with Utility's electric system. Customer understands and agrees that the interconnection and operation of the Generation Facilities pursuant to this Agreement is secondary to, and shall not interfere with, Utility's ability to meet its primary responsibility of furnishing reasonably adequate service to its Customers. Customer's control equipment for the Generation Facilities shall immediately, completely, and automatically disconnect and isolate the Generation Facilities from Utility's electric system in the event of a fault on Utility's electric system, a fault on Customer's electric system, or loss of a source or sources on Utility's electric system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on Utility's electric system. Additionally, if the fault is with Customer's Generation Facilities, such automatic disconnecting device shall not be reclosed until after the fault is isolated from Customer's facilities.

4. Access by Utility. Upon reasonable advance notice to Customer, Utility shall have access to any interconnected facilities whether before, during or after the time the Generation Facilities first produce energy, to perform on-site inspections to verify that the installation and operation of the Generation Facilities comply with the requirements of this Agreement, the Utility's Tariff, and to verify the proper installation and continuing safe operation of the Generation Facilities. Utility shall also have, at all times, immediate access to breakers or any other equipment that will isolate the Generation Facilities from Utility's electric system. The Utility shall not be responsible for any costs Customer may incur as a result of such inspection(s). Utility shall have the right and authority to isolate the Generation Facilities at Utility's sole discretion if Utility believes that: (a) continued interconnection and parallel operation of the Generation Facilities with Utility's electric system creates or contributes (or will create or contribute) to a system emergency on either Utility's or Customer's electric system; (b) the Generation Facilities are not in compliance with the requirements of this Agreement or the Utility's Tariff; or (c) the Generation Facilities interfere with the operation of Utility's electric

system. In non-emergency situations, Utility shall give Customer reasonable notice prior to isolating the Generating Facilities.

5. Rates and Other Charges. On June 28, 2017 in Cause No. 44898, the Indiana Utility Regulatory Commission ("IURC" or "Commission") approved the assumption by the Indiana Municipal Power Agency ("IMPA") of all obligations of its Commission-regulated municipal members, including Richmond Power & Light, to purchase energy and capacity offered by a Qualifying Facility of greater than ten killowatts (10 kw) and less than twenty megawatts (20 MW) under 170 IAC 4-4.1 (for Cogeneration and Alternate Energy Production facilities). Thus, Customer shall execute a separate Power Purchase Agreement with IMPA. The Utility maintains its retail sales obligation, and any backup or supplemental power needed by the Customer will be sold pursuant to the Utility's applicable tariff provisions.

6. Insurance. Customer shall procure and keep in force during all periods of parallel operation of the Generation Facilities with Utility's electric system, homeowners, commercial, or other insurance to protect the interests of Utility under this Agreement, with an insurance carrier acceptable to Utility, and in amounts not less than that reasonably determined by the Utility to be necessary taking into consideration the nameplate capacity, configuration and type of Generation Facilities, for the liability of the insured against loss arising out of the use of generation equipment associated with the Qualified Facility. Customer shall deliver a certificate of insurance verifying the required coverage to Utility at least fifteen (15) days prior to any interconnection of the Generation Facilities with Utility's electric system, and thereafter as requested by the Utility.

7. Indemnification. Customer shall indemnify and hold harmless the Utility, City of Richmond, its employees, representatives, agents and subcontractors from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the Customer, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Customer's facilities used in connection with this Agreement. Upon written request of the Utility, the Customer shall defend any suit asserting a claim covered by this Section 7. If Utility is required to bring an action to enforce its rights under this Agreement, either as a separate action or in connection with another action, and said rights are upheld, the Customer shall reimburse such Utility for all expenses, including attorney's fees, incurred in connection with such action.

8. Effective Term and Termination Rights. This Agreement shall become effective when executed by both Parties and shall continue in effect until terminated in accordance with the provisions of this Agreement. This Agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time by giving Utility at least sixty (60) days prior written notice stating Customer's intent to terminate this Agreement and the disconnection of any Generating Facilities in parallel operation with the Utility's facilities at the expiration of such notice period; (b) Utility may terminate this Agreement at any time following Customer's failure to generate energy from the Generation Facilities in parallel with Utility's electric system within twelve (12) months after completion of the interconnection provided for by this Agreement; (c) either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) days prior written notice that the other Party is in default of any of the material terms and

conditions of this Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity for the Party in default to cure the default; or (d) Utility may terminate this Agreement at any time by giving Customer at least sixty (60) days prior written notice in the event that there is a change in an applicable rule or statute affecting this Agreement.

9. Termination of Any Applicable Existing Agreement. From and after the date when service commences under this Agreement, this Agreement shall supersede any oral and/or written agreement or understanding between Utility and Customer concerning the service covered by this Agreement and any such agreement or understanding shall be deemed to be terminated as of the date service commences under this Agreement.

10. Force Majeure. For purposes of this Agreement, the term Force Majeure means any cause or event not reasonably within the control of the Party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Indiana, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; stout's; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine; blockade; or quarantine. If either Party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, both Parties shall be excused from whatever obligations under this Agreement are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Party written notice describing the particulars of the occurrence and shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the Party involved in such labor dispute.

11. Choice of Law. This Agreement and the rights and duties of the parties arising out of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana without reference to the conflict of laws rules thereof. The parties hereby submit to the jurisdiction of the Courts of Wayne County, Indiana for purposes of all legal proceedings may arise under this Agreement. The parties hereto irrevocably waive, to the fullest extent permitted by Applicable Law, any objection which either may have or hereafter have to the personal jurisdiction of such court or the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A

TRIAL BY JURY IN RESPECT OF ANY LITIGATION OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OF THE PARTIES.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first above written.

UTILITY	CUSTOMER
By: ______________________________	By: ____________________
Printed Name: ______________________	Printed Name: ___________
Title:	Title:

~~Richmond Power and Light~~

~~Rate Schedule CG~~
~~(COGENERATION RATE)~~

~~AVAILABILITY~~

~~This rate in available to any Customer connected to the municipally owned electric system of the City of Richmond, and contracting for parallel operation of a Qualifying Facility ("cogeneration or small power production facility") in accordance with 170 IAC 4-4.1 and PSCI Cause No. 37494. In order to be entitled to this rate, however, the Customer shall enter into a contract before operating any generating equipment electrically connected to the City's electrical system. The contract is a three party contract between the Customer, the City of Richmond and the Indiana Municipal Power Agency, (Agency).~~

~~RATE~~

~~Under this contract, the Agency will purchase the electricity in accordance with the conditions and limitations of the contract at the following rates:~~

~~Demand Rate: $2.359 per kilowatt ("KW")~~
~~Energy Rate: $0.016683 per kilowatt-hour ("KWH")~~

~~The above rates will be further subject to adjustments in accordance with 170 IAC 4-4.1-8 and 270 IAC 4-4.1-9.~~

PUBLIC NOTICE

Richmond Power & Light Company

PUBLIC NOTICE is hereby given, pursuant to 170 Ind. Admin. Code 1-6-6, that on or about September 5, 2018, the City of Richmond, Indiana, by its municipal electric utility, Richmond Power & Light Company ("RP&L"), expects to file with the Indiana Utility Regulatory Commission ("IURC"), under its 30-day filing procedure, a request seeking Commission approval of a filing establishing tariff and interconnection standards for qualifying facilities ("Rate Schedule QF") and replacing cogeneration rate to its electric service tariff ("Rate CG"). This Rate Schedule QF is applicable to Qualifying Facilities of less than twenty megawatts (20 MW), as defined in 170 IAC 4-4.1, in the Utility's service territory that are served by the Indiana Municipal Power Agency or the Utility pursuant to the Indiana Utility Regulatory Commission's Order in Cause No. 44898. Any future customers with qualifying cogeneration facilities may be served by RP&L's wholesale power provider, the Indiana Municipal Power Agency ("IMPA") or RP&L, as applicable. Approval of this filing is expected by October 17, 2018, but no sooner than 30 days after receipt of the filing by the Indiana Utility Regulatory 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 St.
Suite 1500 East
Indianapolis, IN 46204

William I. Fine
Indiana Utility Consumer Counselor
Indiana Office of Utility Consumer Counselor
PNC Center
115 W. Washington St.
Suite 1500 South
Indianapolis, IN 46204

Randall W. Baker, General Manager
Richmond Power & Light Company
2000 U.S. Hwy 27 South
Richmond, IN 47374
Telephone: 765-973-7200

PALLADIUM-ITEM

A Divison of Federated Publications, Inc.
1175 North A Street
Ricmond, Indiana 47374

Federal Id: 16-0980985

RICHMOND POWER & LIGHT

Account #:RCH-29621531
Order #:0003131995
Total Amount of Claim:$69.31

RICHMOND POWER & LIGHT

2000 US HIGHWAY 27 S
RICHMOND IN 47374

PUBLISHER'S AFFIDAVIT

STATE OF WISCONSIN,
County Of Brown } **SS**

Personally appeared before me, a notary public in and for said county and state, the undersigned

I, being duly sworn, say that I am a clerk for **PALLADIUM ITEM** a newspaper of general circulation printed and published in the English language in the city of Richmond in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 1 times., the dates of publication being as follows:

The insertion being on the 09/04/2018

Newspaper has a website and this public notice was posted in the same day as it was published in the newspaper.

Pursuant to the provisions and penalties of Ch. 155, Acts 1953,

I hereby 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.

RKruger

Date: September 12 2018 Title: Clerk

Subscribed and sworn to before me this 12 day of September, 2018

Notary Public

Notary Expires: 1-12-2021

MELISSA ROME
NOTARY
PUBLIC
STATE OF WISCONSIN

Form Prescribed by State Board of Accounts

General Form No. 99P (Rev. 2002)

To: **PALLADIUM ITEM**

____
(Governmental Unit)

_______________ County, Indiana________

Indianapolis, IN

PUBLISHER'S CLAIM

COMPUTATION OF CHARGES

Acct #:RCH-29621531
Ad #: 0003131995

47 lines, 2 columns wide equals 94 equivalent lines at $0.74 per line @ 1 days,	$69.31
Website Publication	$0
Charge for proof(s) of publication	$0.00
TOTAL AMOUNT OF CLAIM	$69.31

DATA FOR COMPUTING COST
Width of single column 9.5 ems

Claim No. ________ Warrant No. ________

IN FAVOR OF
PALLADIUM ITEM
A Gannett Newspaper
Wayne County
1175 N. A Street, Richmond, Indiana 47374

$ ______________
On Account of Appropriation For

____

FED. ID
#16-0980985

Allowed ______________, 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.

____

____

______________, 20____

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)

~~That it is apparently (incorrect)~~

PUBLIC NOTICE

Richmond Power & Light Company

PUBLIC NOTICE is hereby given, pursuant to 170 Ind. Admin. Code 1-6-6, that on or about September 5, 2018, the City of Richmond, Indiana, by its municipal electric utility, Richmond Power & Light Company ("RP&L"), expects to file with the Indiana Utility Regulatory Commission ("IURC"), under its 30-day filing procedure, a request seeking Commission approval of a filing establishing tariff and interconnection standards for qualifying facilities ("Rate Schedule QF") and replacing cogeneration rate to its electric service tariff ("Rate CG"). This Rate Schedule QF is applicable to Qualifying Facilities of less than twenty megawatts (20 MW), as defined in 170 IAC 4-4.1, in the Utility's service territory that are served by the Indiana Municipal Power Agency or the Utility pursuant to the Indiana Utility Regulatory Commission's Order in Cause No. 44898. Any future customers with qualifying cogeneration facilities may be served by RP&L's wholesale power provider, the Indiana Municipal Power Agency ("IMPA") or RP&L, as applicable. Approval of this filing is expected by October 17, 2018, but no sooner than 30 days after receipt of the filing by the Indiana Utility Regulatory 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 St.
Suite 1500 East
Indianapolis, IN 46204

William I. Fine
Indiana Utility Consumer Counselor
Indiana Office of Utility Consumer Counselor
PNC Center
115 W. Washington St.
Suite 1500 South
Indianapolis, IN 46204

Randall W. Baker, General Manager
Richmond Power & Light Company
2000 U.S. Hwy 27 South
Richmond, IN 47374
Telephone: 765-973-7200

(RCH - 9/4/18 - 0003131995) hspaxlp

VERIFIED STATEMENT OF RICHMOND POWER & LIGHT

Concerning Notification of Customers Affected by the Proposed Changes to RP&L's Net Metering and Cogeneration Rates

Richmond Power & Light ("RP&L") complied with the Notice requirements under 170 IAC 1-6-6 in the following manner:

1) Beginning on 8/29/2018 and continuing through the filing date, the attached notice was posted in RP&L's offices located at 44 South 8th Street and 2000 U.S. Highway 27 South, in Richmond, Indiana.

2) Beginning on 8/29/2018 and continuing through the filing date, the same notice was posted on RP&L's website on the home page under the "Rates and Services" tab.

3) A legal notice was published in the *Richmond Palladium-Item* newspaper on 9/4/2018, as evidenced by the attached Publishers Affidavit; and

4) Beginning on the filing date, a copy of the 30-day filing will be included on RP&L's website on the home page under the "Rates and Services" tab.

I affirm, under penalties for perjury, that the foregoing representations are true and correct to the best of my knowledge, information and below.

Dated this 13 day of September, 2018.

Randall W. Baker, General Manager
Richmond Power & Light

Proposed Utility Article Minutes

Richmond Power & Light Company

Richmond Power & Light Company ("RP&L") seeks Commission approval of a filing establishing tariff and interconnection standards for qualifying facilities ("Rate Schedule QF") and replacing cogeneration rate to its electric service tariff. This Rate Schedule QF is applicable to Qualifying Facilities of less than twenty megawatts (20 MW), as defined in 170 IAC 4-4.1, in the Utility's service territory that are served by the Indiana Municipal Power Agency or the Utility, pursuant to the Indiana Utility Regulatory Commission's Order in Cause No. 44898. No customers are currently taking service under the CG Rate. Any future customers with qualifying cogeneration facilities may be served by IMPA or RP&L, as applicable, consistent with orders from the IURC and the Federal Energy Regulatory Commission.