

## APPLICATION AND AGREEMENT FOR NET METERING WITH DIRECT ENERGY (ILLINOIS)

**This application will be returned to you and there may be a delay in providing your records if all sections are not properly completed.**

Name ("Customer"):	Account number:
Billing address:	City: State: ZIP:
Home telephone:	Work telephone:
Service address (if different):	City: State: ZIP:
E-mail address:	Billing type: <input type="checkbox"/> FIXED <input type="checkbox"/> HOURLY

Please provide e-mail address to authorize us to send notices about your account. Direct Energy does not sell, provide or share customer e-mail information with third parties. If Customer is enrolling multiple accounts to be billed under the same Business Entity, please complete and attach Appendix B to this Enrollment Consent.

<b>LOCATION OF THE EQUIPMENTS</b> (Please choose annual period terminating with): <input type="checkbox"/> April <input type="checkbox"/> October	Utility name ("EDU"):
Name ("Customer"):	Telephone number:
Prime Mover (Photovoltaic, Reciprocating Engine, Turbine, Fuel Cell):	
Total Nameplate Capacity of Eligible Facility in kW:	
Equip. address:	City: State: ZIP:
Fuel Type (Solar, Wind, Hydro, Dedicated Crops Grown for Electricity, Methane - livestock, Methane - Food Processing):	

**1. Terms of Service** This Application and Agreement for Net Metering together with the Illinois Residential & Small Commercial Terms and Conditions and Rate Plan Summary, which are incorporated herein by reference, constitute the agreement ("Agreement") between you and Direct Energy Services, LLC ("Direct Energy"). This Application and Agreement for Net Metering shall terminate in accordance with the terms of the Illinois Residential & Small Commercial Terms and Conditions and Rate Plan Summary. In accordance with 220 ILCS 5, Public Utilities Act as amended (the "Act"), Direct Energy offers Net Electricity Metering, to Eligible Customers pursuant to the following terms and conditions.

**2. Definitions.**

"Eligible Customer" means a retail customer that owns or operates a solar, wind, or other eligible renewable electrical generating facility with a rated capacity of not more than 2,000 kilowatts that is located on the customer's premises and is intended primarily to offset the customer's own electrical requirements.

"Net Electricity Metering" or "Net Metering" means the measurement, during the billing period applicable to an Eligible Customer, of the net amount of electricity supplied by an electricity provider to the customers premises or provided to the electricity provider by the Eligible Customer.

"Eligible Renewable Electrical Generating Facility" is defined as a generator powered by solar electric energy, wind, dedicated crops grown for electricity generation, agricultural residues, untreated and unadulterated wood waste, landscape trimmings, livestock manure, anaerobic digestion of livestock or food processing waste, fuel cells or microturbines powered by renewable fuels, or hydroelectric energy.

**3. Eligible Customer** A customer must be an Eligible Customer to receive Net Electricity Metering from Direct Energy. If at anytime during the term of this Agreement you are not an Eligible Customer or are otherwise unable to meet the requirements set forth in the Statute or this Agreement to receive Net Metering, you will be required to reimburse Direct Energy for any credits provided to you for Net Metering at the contracted rate set forth in the Rate Plan Summary. Direct Energy is required to provide Net Metering to Eligible Customers until Direct Energy's load of Net Metering customers equals 5% of the total peak demand supplied by Direct Energy during the previous year. Direct Energy, in its sole discretion, may provide Net Metering beyond the 5% threshold, however, Direct Energy reserves the right to place a hold on all Net Metering applications received after the 5% threshold has been met.

**4. Required Equipment.** Your net metering facility shall be an Eligible Renewable Electrical Generating Facility and shall be equipped with metering equipment that can measure the flow of electricity in both directions at the same rate, in accordance with Section 16-107.5 of the Act.

At all times during the term of this Agreement you shall own and maintain all necessary equipment required for Direct Energy to provide you with Net Metering. Direct Energy is not responsible for any equipment owned, maintained or required to be owned or maintained by you under this Agreement. If at anytime during the term of this Agreement the equipment required of you under this Agreement no longer meets the eligibility requirements provided under this Agreement and the Act, you must notify Direct Energy to terminate this Agreement. Failure to notify Direct Energy may result in charges to you equivalent to credits issued during service under this agreement.

**5. Credits and Billing** You will be billed for your Electric Generation Service in accordance with the terms of your Illinois Residential & Small Commercial Terms and Conditions, and Rate Plan Summary. Net Metering Credits will be measured on the net amount of electricity supplied by Direct Energy as set forth on your bill from your Electric Utility (excluding utility taxes and other utility charges) in accordance with the terms of this Agreement. If utility consolidated billing is used your Electric Utility does not provide for net metering credits from Alternative Retail Electric Providers, Direct Energy will maintain records of your credits which you may access by calling Direct Energy at 1-866-266-2084.

A. Direct Energy shall measure and charge or credit for the net electricity supplied to Eligible Customers whose electric delivery service is provided and measured on a kilowatt-hour basis and electric supply service is not provided based on hourly pricing in the following manner:

A(1) If the amount of electricity used by the Eligible Customer during the billing period exceeds the amount of electricity produced by the Eligible Customer, Direct Energy shall charge the Eligible Customer for the net electricity supplied to and used by the customer as provided in Illinois Residential & Small Commercial Terms and Conditions and Rate Plan Summary .

A(2) If the amount of electricity produced by an Eligible Customer during the billing period exceeds the amount of electricity used by the customer during that billing period, Direct Energy shall apply a 1:1 kilowatt-hour credit to a subsequent bill for service to the Eligible Customer for the net electricity supplied to Direct Energy. Direct Energy shall continue to carry over any excess kilowatt-hour credits earned and apply those credits to subsequent billing periods to offset any customer-generator consumption in those billing periods until all credits are used or until the end of the annualized period.

A(3) At the end of the year or annualized over the period that service is supplied by means of net metering, or in the event that the retail customer terminates service with Direct Energy prior to the end of the year or the annualized period, any remaining credits in the Eligible Customer's account shall expire.

B. Direct Energy shall measure and charge or credit for the net electricity supplied to Eligible Customers or provided by Eligible Customers whose electric delivery service is provided and measured on a kilowatt-hour basis and electric supply service is provided based on hourly pricing in the following manner: B(1) If the amount of electricity used by the Eligible Customer during any hourly period exceeds the amount of electricity produced by the Eligible Customer, Direct Energy shall charge the Eligible Customer for the net electricity supplied to and used by the Eligible Customer according to in Illinois Residential & Small Commercial Terms and Conditions and Rate Plan Summary.

B(2) If the amount of electricity produced by an Eligible Customer during any hourly period exceeds the amount of electricity used by the Eligible Customer during that hourly period, Direct Energy shall apply a credit for the net kilowatt-hours produced in such period. The credit shall consist of an energy credit and a delivery service credit. The energy credit shall be valued at the same price per kilowatt-hour as Direct Energy would charge for kilowatt-hour energy sales during that same hourly period. The delivery credit shall be equal to the net kilowatt-hours produced in such hourly period times a credit that reflects all kilowatt-hour based charges in the Eligible Customer's electric service rate, excluding energy charges.

C. Direct Energy shall credit for the net electricity supplied to Eligible Customers whose electric delivery service is provided and measured on a kilowatt demand basis and electric supply service is not provided based on hourly pricing in the following manner:

C(1) If the amount of electricity used by the Eligible Customer during the billing period exceeds the amount of electricity produced by the Eligible Customer, then Direct Energy shall charge the Eligible Customer for the net electricity supplied to and used by the Eligible Customer as provided in Illinois Residential & Small Commercial Terms and Conditions and Rate Plan Summary. The Eligible Customer shall remain responsible for all taxes, fees, and utility delivery charges that would otherwise be applicable to the net amount of electricity used by the Eligible Customer.

C(2) If the amount of electricity produced by an Eligible Customer during the billing period exceeds the amount of electricity used by the Eligible Customer during that billing period, then Direct Energy shall apply a 1:1 kilowatt-hour credit that reflects the kilowatt-hour based charges in the Eligible Customer's Illinois Residential & Small Commercial Terms and Conditions and Rate Plan Summary to a subsequent bill for service to the customer for the net electricity supplied to Direct Energy. Direct Energy shall continue to carry over any excess kilowatt-hour credits earned and apply those credits to subsequent billing periods to offset any customer-generator consumption in those billing periods until all credits are used or until the end of the annualized period.

C(3) At the end of the year or annualized over the period that service is supplied by means of net metering, or in the event that the Eligible Customer terminates service with Direct Energy prior to the end of the year or the annualized period, any remaining credits in the customer's account shall expire.

**Customer signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_